

**PRIVATE STORMWATER FACILITY
MAINTENANCE AGREEMENT AND EASEMENT**

This PRIVATE STORMWATER FACILITY 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 (County) and GORILLA CAPITAL CO SADDLEHORN RANCH, LLC (Developer) and SADDLEHORN RANCH METROPOLITAN DISTRICT (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 Metro District provides various municipal services to certain real property in El Paso County, Colorado referred to as SADDLEHORN RANCH; and

B. WHEREAS, Developer is the owner of certain real estate (the Subject Property) 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 Subject Property a Subdivision to be known as SADDLEHORN RANCH FILING NO. 3 (the Development); and

D. WHEREAS, the development of the Subject Property will materially increase the volume and decrease the quality of stormwater runoff from the Property; therefore, it is in the best interest of the public health, safety and welfare for the County to condition approval of this Development on Developer’s promise to construct adequate stormwater control facilities including permanent stormwater quality structural Best Management Practices (“BMPs”) for the Development; and

E. WHEREAS, the El Paso County Land Development Code, as periodically amended, requires the construction and maintenance of detention ponds and other drainage facilities adequate to maintain historic stormwater flow patterns, protect natural and man-made drainage conveyances, and prevent property damage in connection with land development and subdivisions, and further requires that developers enter into maintenance agreements and easements with the County for such drainage facilities; and

F. WHEREAS, the El Paso County 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), 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 facilities and BMPs with new development or significant redevelopment and to enter into maintenance agreements and easements with the County for such facilities and BMPs; and

G. WHEREAS, Section 2.9 of the El Paso County Drainage Criteria Manual, Volume I provides for a developer's promise to maintain a development's drainage facilities in the event the County does not assume such responsibility; and

H. WHEREAS, Developer desires to construct for the Development drainage conveyance facilities, detention basins, stormwater control measures, and/or permanent stormwater quality BMPs (collectively, "Stormwater Facilities") as the means for providing adequate drainage and stormwater runoff control and to meet the requirements of the County's MS4 Permit, and to operate, clean, maintain and repair such Stormwater Facilities; and

I. WHEREAS, Developer desires to construct the Stormwater Facilities on property as set forth on Exhibit B and the drainage easements set forth on Exhibit A attached hereto and incorporated herein by this reference (the Stormwater Facilities Area); and

J. WHEREAS, Developer shall be charged with the duty of constructing the Stormwater Facilities and the Metro District shall be charged with the duties of operating, maintaining and repairing the Stormwater Facilities and any appurtenant improvements on the property described in Exhibit B; and

K. WHEREAS, the County, in order to protect the public health, safety and welfare, desires the means to access, construct, maintain, and repair the Stormwater Facilities and to recover its costs incurred in connection therewith in the event the Developer or District fails to meet their obligations to do the same; and

L. WHEREAS, the County conditions approval of this Development on the Developer's promise to construct the Stormwater Facilities, and further conditions approval on the Metro District's promise to clean, maintain and repair the Stormwater Facilities, and on the Metro District's promise to reimburse the County in the event the burden falls upon the County to construct, clean, maintain or repair the Stormwater Facilities serving this Development; and

M. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Development upon Developer's grant herein of a perpetual Easement over the Stormwater Facilities Area as described in Exhibit B for the purpose of allowing the Metro District access to construct, upgrade, clean, maintain and/or repair the Stormwater Facilities, and allowing the County to periodically access and inspect the Stormwater Facilities and, when necessary, to construct, clean, maintain or repair the Stormwater Facilities; and

N. 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 agrees 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 itself and its successors and assigns.

3. Construction: Developer shall construct the following Stormwater Facilities on the Stormwater Facility Easement Areas described in Exhibit A and shown in Exhibit B: Stormwater Detention Basin E on portions of future Lot 27, Stormwater Detention Basin C on a portions of future Lots 18, 19, 20, 21, & 22, Stormwater Detention Basin D on portions of future Lots 7, 9, & 10, and portions of Drainageway MS-06 on portions of Tracts A. Developer shall not commence construction of the Stormwater Facilities until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the Stormwater Facilities and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the Stormwater Facilities in substantial compliance with the County-approved plans and specifications for the Stormwater Facilities and shall provide certification from a Colorado registered Professional Engineer that the Stormwater Facilities were constructed in compliance with and provide the volume and capacity required by such plans and specifications in accordance with ECM requirements. 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 Stormwater Facilities shall be substantially completed within one (1) year (defined as 365 days), which one-year period will commence to run on the date the Erosion and Stormwater Quality Control Permit (ESQCP) and associated Construction Permit are issued. Rough grading of the permanent stormwater BMP facilities must be completed and inspected by the PCD prior to commencing road construction, and water quality capture volume (WQCV) outlet control structures must be substantially complete prior to paving roads or parking areas.

In the event construction of the Stormwater Facilities is not substantially completed within the one (1) year period, or if the Development is in violation of its ESQCP terms and conditions and Developer has not made an effort to remedy the violation in a reasonable amount of time as determined by the County, then the County may exercise its discretion to complete the Stormwater Facilities 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.

4. Maintenance of Stormwater Facilities: The Developer and the Metro District agree for themselves and their respective successors and assigns that they will regularly and routinely inspect, clean and maintain the Stormwater Facilities in compliance with the County-reviewed Operation and Maintenance Manual, attached hereto and incorporated herein by this reference as Exhibit C, and otherwise keep the same in good repair, all at their own cost and expense in

Add a paragraph granting the County easements for the maintenance... of the box culverts under San Isidro Trail (provide Exhibit E showing the easement on the east side and calling out Tract A as the easement on the west side)

accordance with the Operation and Maintenance Manual attached hereto as Exhibit C. No trees or shrubs that will impair the structural integrity of the Stormwater Facilities shall be planted or allowed to grow within or adjacent to the Stormwater Facilities.

The Developer and the Metro District agree and covenant, for themselves and their respective successors and assigns, that they will maintain and properly manage the grasses and other vegetation in the Stormwater Facility Areas in compliance with the “Routine Maintenance Activities” specified in Exhibit D and other requirements or conditions of approval.

5. Creation of Easements: Developer hereby grants the County and the Metro District a non-exclusive perpetual easement upon and across 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 Stormwater Facilities; 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 Stormwater Facilities or any appurtenant improvements.

6. County’s Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the Stormwater Facilities have not been properly cleaned, maintained, or otherwise kept in good repair, the County shall give reasonable notice of such to the responsible Party and its successors and assigns. The notice shall provide a reasonable time to correct the problems. Should the responsible Parties fail to correct the specified problems, the County may enter upon the properties described in Exhibit B to perform the needed work and shall have the right to seek reimbursement from the responsible Parties for its actual costs and expenses in performing the work. 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 inspect, construct, clean, repair or maintain the Stormwater Facilities.

7. Actual Costs and Expenses: The Developer and the Metro District agree and covenant, for themselves and their successors and assigns, that they will reimburse the County for its actual costs and expenses incurred in the process of completing construction of, cleaning, maintaining, or repairing the Stormwater Facilities or vegetated areas pursuant to the provisions of this Agreement.

The term “actual costs and expenses” as used in this Agreement 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, engineering and design costs, and costs to contract with specialized professionals or consultants, including but not limited to wetlands scientists, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to perform the work. 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 Land Use/Land Disturbance Approval: Developer’s and the Metro District’s execution of this Agreement is a condition of subdivision, land use, or land disturbance approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. Conveyance of Tract A from Developer to the Metro District (which will include a reservation in favor of the County for purposes of accessing, inspecting, cleaning, maintaining, and repairing the Stormwater Facilities), and recording of the Deed for the same; and
- b. [Reserved]

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 Executive Director of the El Paso County Planning and Community Development Department and/or the Executive 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 Executive Director of the Planning and Community Development Department and/or the Executive Director of the El Paso County Department of Public Works.

10. Indemnification and Hold Harmless: Developer and the Metro District agree, for themselves, their 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 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 Stormwater Facilities 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 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 Stormwater Facilities 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 the third paragraph (Paragraph C) of the Recitals set forth above is recorded (if applicable) and the Developer completes the construction of the Stormwater Facilities 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 maintenance responsibilities for the Stormwater Facilities from Developer to the Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

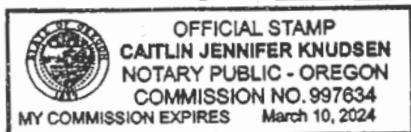
Executed this 15th day of August, 2023, by:

GORILLA CAPITAL CO SADDLEHORN RANCH, LLC

By: [Signature]
John Helmick, CEO

The foregoing instrument was acknowledged before me this 15th day of August, 2023, by John Helmick, CEO of Gorilla Capital CO Saddlehorn Ranch, LLC.
Witness my hand and official seal.

My commission expires: March 10, 2024




[Signature]
Notary Public

Executed this 1st day of December, 2023 by:

SADDLEHORN RANCH METROPOLITAN DISTRICT NO. 1

By: Sandra Lehman, President
Sandra Lehmann, President

Attest:

By:  _____
Rob Stull, Treasurer

The foregoing instrument was acknowledged before me this 1 day of
December, 2023, by Sandra Lehman as President of
SADDLEHORN RANCH METROPOLITAN DISTRICT



Witness my hand and official seal.

My commission expires: November 28, 2026

Tristen Via

Notary Public

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

**BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO**

By: _____
Meggan, Herington, Executive Director
Planning and Community Development Department
Authorized Signatory pursuant to LDC

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, Executive Director, 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

EXHIBIT A

SADDLEHORN RANCH FILING NO. 3

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 3 , TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF SECTION 3, T3S, R64W, 6TH P.M., MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 17496" IN A RANGE BOX AT THE NORTHWEST CORNER OF SECTION 3 AND A NO. 6 REBAR IN A RANGE BOX AT THE SOUTHWEST CORNER OF SECTION 3, BEARING N00°32'28"W AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE S57°37'42"E A DISTANCE OF 93.41 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF JUDGE ORR ROAD RECORDED UNDER RECEPTION NO. 215008985 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:

1. S89°59'23"E A DISTANCE OF 822.24 FEET;
2. N00°00'39"E A DISTANCE OF 20.00 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JUDGE ORR ROAD RECORDED UNDER RECEPTION NO. 215008986;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, S89°59'23"E A DISTANCE OF 2,475.34 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES:

1. S00°42'27"E A DISTANCE OF 40.00 FEET;
2. N89°59'23"W A DISTANCE OF 600.05 FEET;
3. S00°42'27"E A DISTANCE OF 1366.43 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 710.00 FEET, A CENTRAL ANGLE OF 34°50'03" AND AN ARC LENGTH OF 431.66 FEET, TO A POINT OF NON-TANGENT;
5. S53°01'17"W A DISTANCE OF 50.63 FEET, TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 320.00 FEET, A CENTRAL ANGLE OF 29°21'21" AND AN ARC LENGTH OF 163.95 FEET, TO A POINT OF TANGENT;
7. S23°39'56"W A DISTANCE OF 488.23 FEET, TO A POINT OF CURVE;
8. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,780.00 FEET, A CENTRAL ANGLE OF 02°54'45" AND AN ARC LENGTH OF 192.15 FEET, TO A POINT ON THE NORTHERLY LINE OF SADDLEHORN FILING NO.2 RECORDED UNDER RECEPTION NO. _____, SAID POINT BEING A POINT OF CURVE;

THENCE ON THE NORTHERLY LINES OF SAID SADDLEHORN RANCH FILING NO. 2, THE FOLLOWING THIRTEEN (13) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,780.00 FEET, A CENTRAL ANGLE OF 03°09'58" AND AN ARC LENGTH OF 208.89 FEET, TO A POINT OF TANGENT;
2. S29°44'39"W A DISTANCE OF 495.87 FEET;
3. N60°15'21"W A DISTANCE OF 60.00 FEET;

4. S29°44'39"W A DISTANCE OF 35.38 FEET;
5. N58°07'32"W A DISTANCE OF 223.80 FEET, TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,780.00 FEET, A CENTRAL ANGLE OF 13°06'52" AND AN ARC LENGTH OF 636.31 FEET, TO A POINT OF TANGENT;
7. N71°14'24"W A DISTANCE OF 260.86 FEET, TO A POINT OF CURVE;
8. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 18°44'59" AND AN ARC LENGTH OF 255.25 FEET, TO A POINT OF TANGENT;
9. N89°59'23"W A DISTANCE OF 303.52 FEET;
10. N00°00'37"E A DISTANCE OF 35.00 FEET;
11. N89°59'23"W A DISTANCE OF 60.00 FEET;
12. S00°00'37"W A DISTANCE OF 35.00 FEET;
13. N89°59'23"W A DISTANCE OF 442.27 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 3, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF SAID SADDLEHORN RANCH FILING NO. 2;

THENCE ON SAID WEST LINE, N00°32'28"W A DISTANCE OF 836.74 FEET, TO A POINT ON THE SOUTHERLY LINE OF CURTIS ROAD RECORDED UNDER RECEPTION NO. 215008985;

THENCE ON THE SOUTHERLY AND EASTERLY RIGHT-OF-WAY LINES OF SAID CURTIS ROAD, THE FOLLOWING FIVE (5) COURSES:

1. N89°33'03"E A DISTANCE OF 30.00 FEET;
2. N00°32'28"W A DISTANCE OF 984.54 FEET;
3. N89°27'33"E A DISTANCE OF 20.00 FEET;
4. N00°32'28"W A DISTANCE OF 820.00 FEET;
5. N44°44'03"E A DISTANCE OF 40.00 FEET, TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 7,665,666 SQUARE FEET OR 175.9795 ACRES.

EXHIBIT A- Pond E

**SADDLEHORN RANCH
DRAINAGE EASEMENT**

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 17496 1992" IN A RANGE BOX AT THE NORTHWEST CORNER AND A 3-1/4" ALUMINUM CAP STAMPED "PLS 17496 1992" IN A RANGE BOX AT THE NORTHEAST CORNER, BEARING S89°59'23"E AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE NAD(83).

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN:

THENCE S43°44'50"E A DISTANCE OF 3626.18 FEET, TO THE NORTHWESTERLY CORNER OF TRACT A, SADDLEHORN RANCH FILING NO. 2 RECORDED UNDER RECEPTION NO. 223715159 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AND THE POINT OF BEGINNING;

THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N63°25'19"W, HAVING A RADIUS OF 3780.00 FEET, A CENTRAL ANGLE OF 01°18'00" AND AN ARC LENGTH OF 85.77 FEET, TO A POINT OF NON-TANGENT;

THENCE S54°14'55"E A DISTANCE OF 140.35 FEET;

THENCE S63°25'19"E A DISTANCE OF 34.72 FEET, TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 90°20'32" AND AN ARC LENGTH OF 66.22 FEET, TO A POINT OF TANGENT;

THENCE S26°55'13"W A DISTANCE OF 21.13 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID TRACT A;

THENCE ON SAID NORTHERLY LINE, N63°25'19"W A DISTANCE OF 214.17 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 14,759 SQUARE FEET OR 0.3388 ACRES.

PROPERTY DESCRIPTION STATEMENT

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

DEREK LEE VAGIAS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38578
FOR AND ON BEHALF OF JR ENGINEERING, LLC

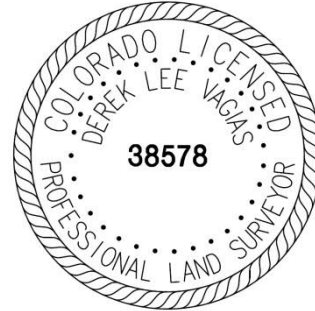


EXHIBIT A- Pond C

**SADDLEHORN RANCH
DRAINAGE EASEMENT**

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 17496 1992" IN A RANGE BOX AT THE NORTHEAST CORNER AND BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 17496 1992" IN A RANGE BOX AT THE NORTHWEST CORNER BEARING N89°59'23"W AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE NAD(83).

COMMENCING AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN:

THENCE S24°19'46"W A DISTANCE OF 3366.98 FEET, TO A POINT ON THE EASTERLY LINE OF TRACT A, SADDLEHORN RANCH FILING NO. 2 RECORDED UNDER RECEPTION NO. 223715159 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AND THE POINT OF BEGINNING;

THENCE ON THE EASTERLY AND NORTHERLY LINES OF SAID TRACT A, THE FOLLOWING THREE (3) COURSES:

1. N12°59'32"W A DISTANCE OF 143.85 FEET;
2. N58°21'31"W A DISTANCE OF 99.14 FEET;
3. N83°17'36"W A DISTANCE OF 80.00 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, THE FOLLOWING FIFTEEN (15) COURSES:

1. N17°56'09"W A DISTANCE OF 68.38 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 62°10'36" AND AN ARC LENGTH OF 43.41 FEET, TO A POINT OF TANGENT;
3. N44°14'27"E A DISTANCE OF 98.13 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 115°42'18" AND AN ARC LENGTH OF 30.29 FEET, TO A POINT OF TANGENT;
5. N71°27'50"W A DISTANCE OF 142.29 FEET;
6. S80°30'52"W A DISTANCE OF 30.79 FEET, TO A POINT OF NON-TANGENT CURVE;

7. ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N74°13'58"E, HAVING A RADIUS OF 100.55 FEET, A CENTRAL ANGLE OF 38°45'02" AND AN ARC LENGTH OF 68.00 FEET, TO A POINT OF NON-TANGENT;
8. S71°27'50"E A DISTANCE OF 236.87 FEET;
9. N43°10'03"E A DISTANCE OF 64.06 FEET, TO A POINT OF CURVE;
10. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 89°34'27" AND AN ARC LENGTH OF 93.80 FEET, TO A POINT OF TANGENT;
11. S47°15'30"E A DISTANCE OF 180.67 FEET, TO A POINT OF CURVE;
12. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 71°10'40" AND AN ARC LENGTH OF 136.65 FEET, TO A POINT OF TANGENT;
13. S23°55'11"W A DISTANCE OF 142.34 FEET, TO A POINT OF CURVE;
14. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 34°33'29" AND AN ARC LENGTH OF 42.22 FEET, TO A POINT OF TANGENT;
15. S58°28'40"W A DISTANCE OF 140.69 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 134,775 SQUARE FEET OR 3.0940 ACRES.

PROPERTY DESCRIPTION STATEMENT

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

DEREK LEE VAGIAS, PROFESSIONAL LAND SURVEYOR
 COLORADO NO. 38578
 FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT A – Pond D

**SADDLEHORN RANCH
DRAINAGE EASEMENT**

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 17496 1992" IN A RANGE BOX AT THE NORTHEAST CORNER AND BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 17496 1992" IN A RANGE BOX AT THE NORTHWEST CORNER BEARING N89°59'23"W AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE NAD(83).

COMMENCING AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN:

THENCE S60°12'23"W A DISTANCE OF 1101.62 FEET, TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING TWELVE (12) COURSES:

1. S50°12'00"E A DISTANCE OF 223.47 FEET;
2. S28°17'51"E A DISTANCE OF 382.99 FEET;
3. S57°53'12"W A DISTANCE OF 301.51 FEET, TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N88°55'58"W, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 49°48'09" AND AN ARC LENGTH OF 52.15 FEET, TO A POINT OF NON-TANGENT;
5. N57°53'12"E A DISTANCE OF 124.27 FEET;
6. N37°08'20"W A DISTANCE OF 456.58 FEET;
7. N46°21'06"W A DISTANCE OF 103.08 FEET, TO A POINT OF CURVE;
8. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 51°29'31" AND AN ARC LENGTH OF 35.95 FEET, TO A POINT OF TANGENT;
9. S82°09'23"W A DISTANCE OF 56.76 FEET, TO A POINT OF NON-TANGENT CURVE;
10. ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N87°17'43"W, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 64°13'41" AND AN ARC LENGTH OF 67.26 FEET, TO A POINT OF NON-TANGENT;

11. N28°28'35"E A DISTANCE OF 27.22 FEET;

12. N87°46'09"E A DISTANCE OF 275.39 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 140,100 SQUARE FEET OR 3.2163 ACRES.

PROPERTY DESCRIPTION STATEMENT

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

DEREK LEE VAGIAS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38578
FOR AND ON BEHALF OF JR ENGINEERING, LLC

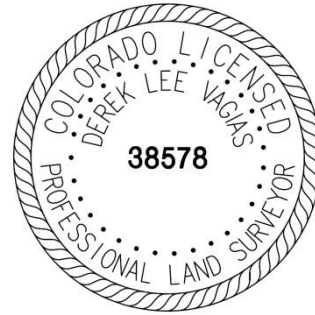


EXHIBIT B
Stormwater Facilities Areas
 Tract A, and the portions of future Lot 27 shown as drainage easements as indicated on the Saddlehorn Ranch Filing No. 3 Plat.

4?

13
 115,891 SF
 2.6605 AC

Label Tract A

12
 115,534 SF
 2.6523 AC

Future

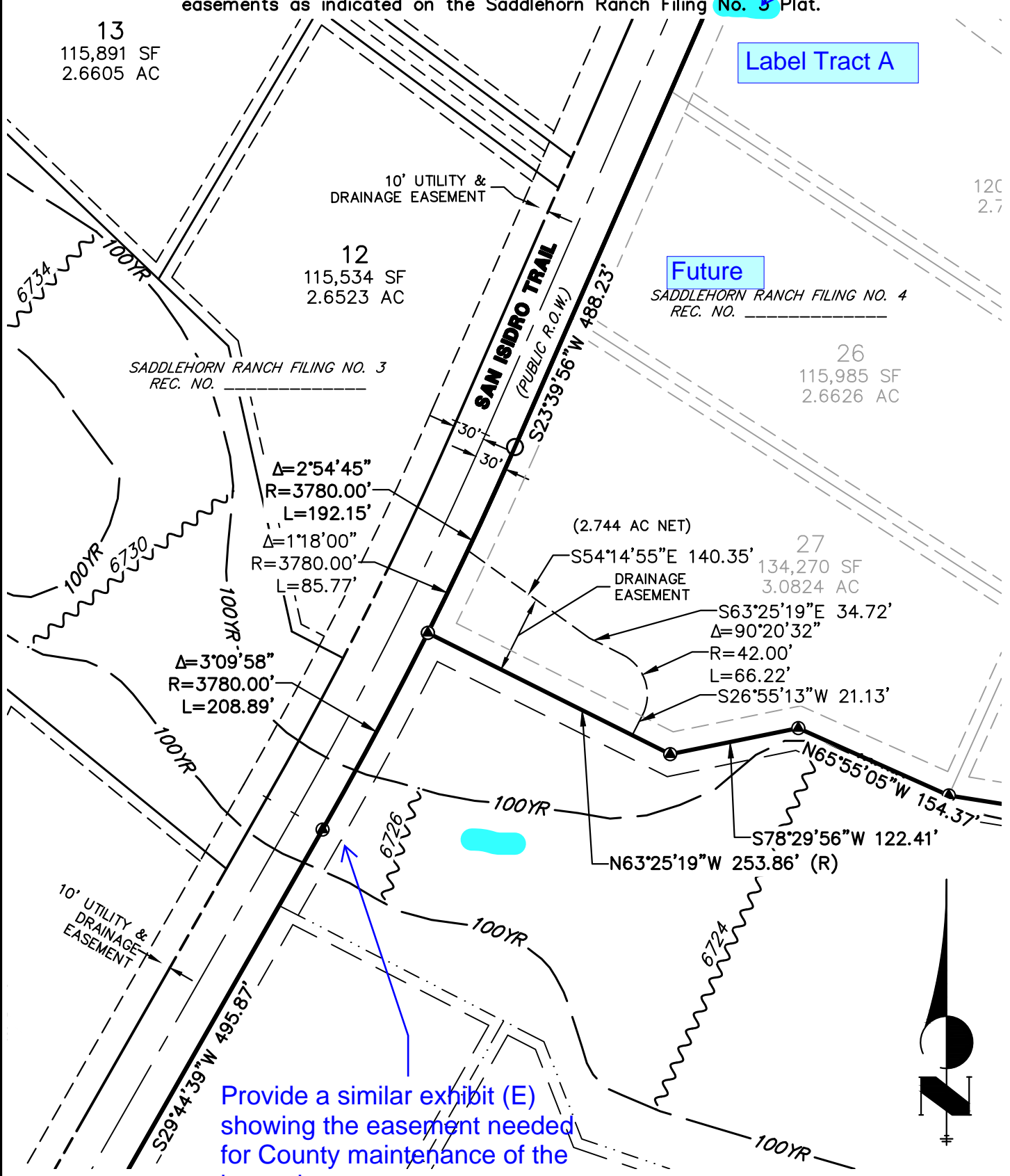
SADDLEHORN RANCH FILING NO. 4
 REC. NO. _____

26
 115,985 SF
 2.6626 AC

SADDLEHORN RANCH FILING NO. 3
 REC. NO. _____

(2.744 AC NET)

27
 134,270 SF
 3.0824 AC



$\Delta=3^{\circ}09'58''$
 $R=3780.00'$
 $L=208.89'$

$\Delta=2^{\circ}54'45''$
 $R=3780.00'$
 $L=192.15'$
 $\Delta=1^{\circ}18'00''$
 $R=3780.00'$
 $L=85.77'$

S54°14'55"E 140.35'
 DRAINAGE EASEMENT
 S63°25'19"E 34.72'
 $\Delta=90^{\circ}20'32''$
 $R=42.00'$
 $L=66.22'$
 S26°55'13"W 21.13'

N65°55'05"W 154.37'
 S78°29'56"W 122.41'
 N63°25'19"W 253.86' (R)

10' UTILITY &
 DRAINAGE EASEMENT

Provide a similar exhibit (E)
 showing the easement needed
 for County maintenance of the
 box culverts

125 63 0 125

ORIGINAL SCALE: 1" = 125'

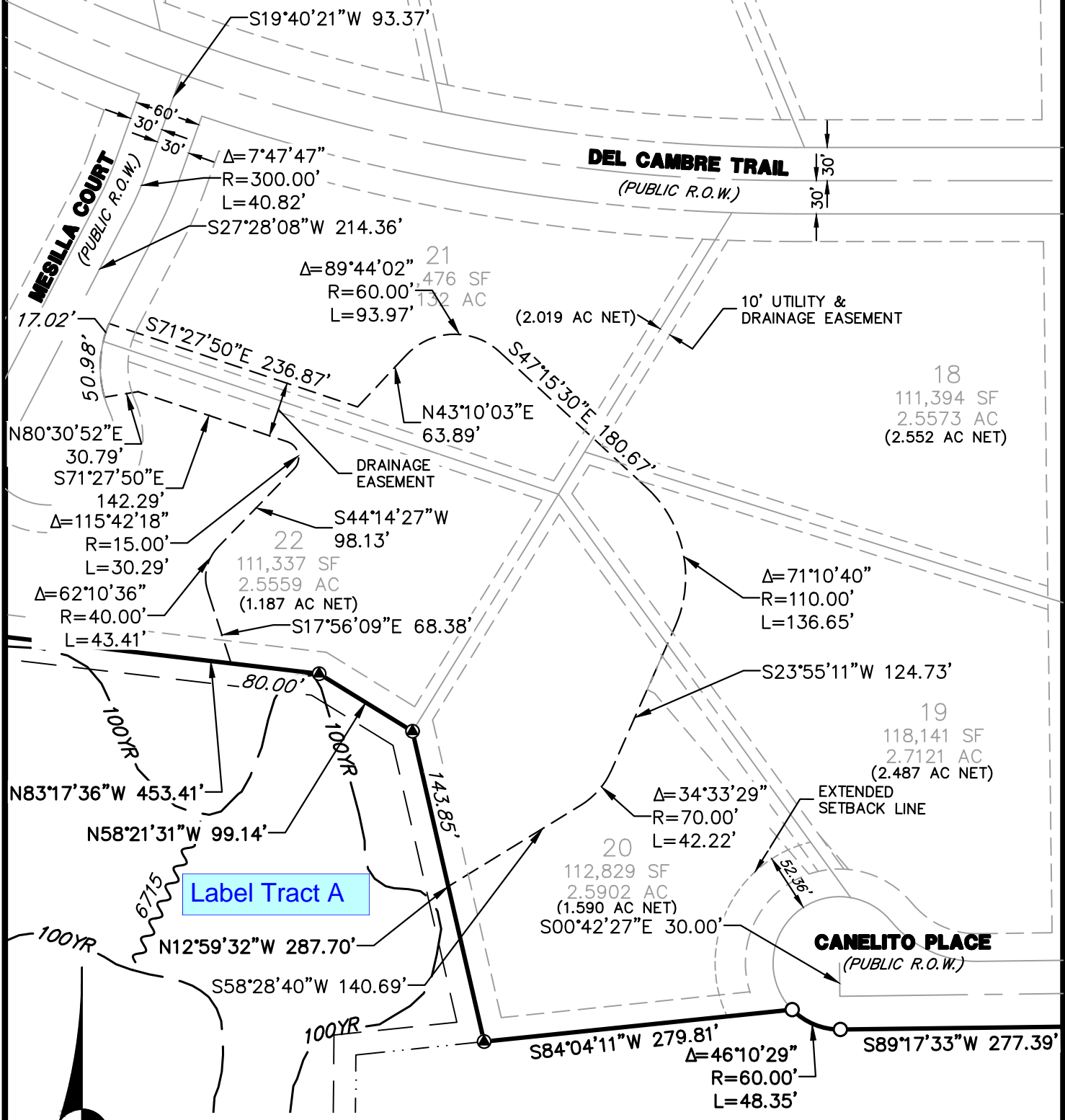


J-R ENGINEERING
 A Westrian Company

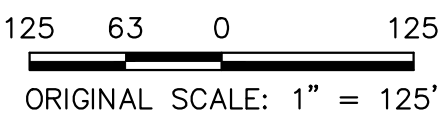
Centennial 303-740-9393 • Colorado Springs 719-593-2593
 Fort Collins 970-491-9888 • www.jrengineering.com

EXHIBIT B
Stormwater Facilities Areas
 Tract A, and the portions of future Lots 18, 19, 20, 21, & 22 shown as drainage easements as indicated on the Saddlehorn Ranch Filing No. 3 Plat.

112,631 SF
 2.5857 AC



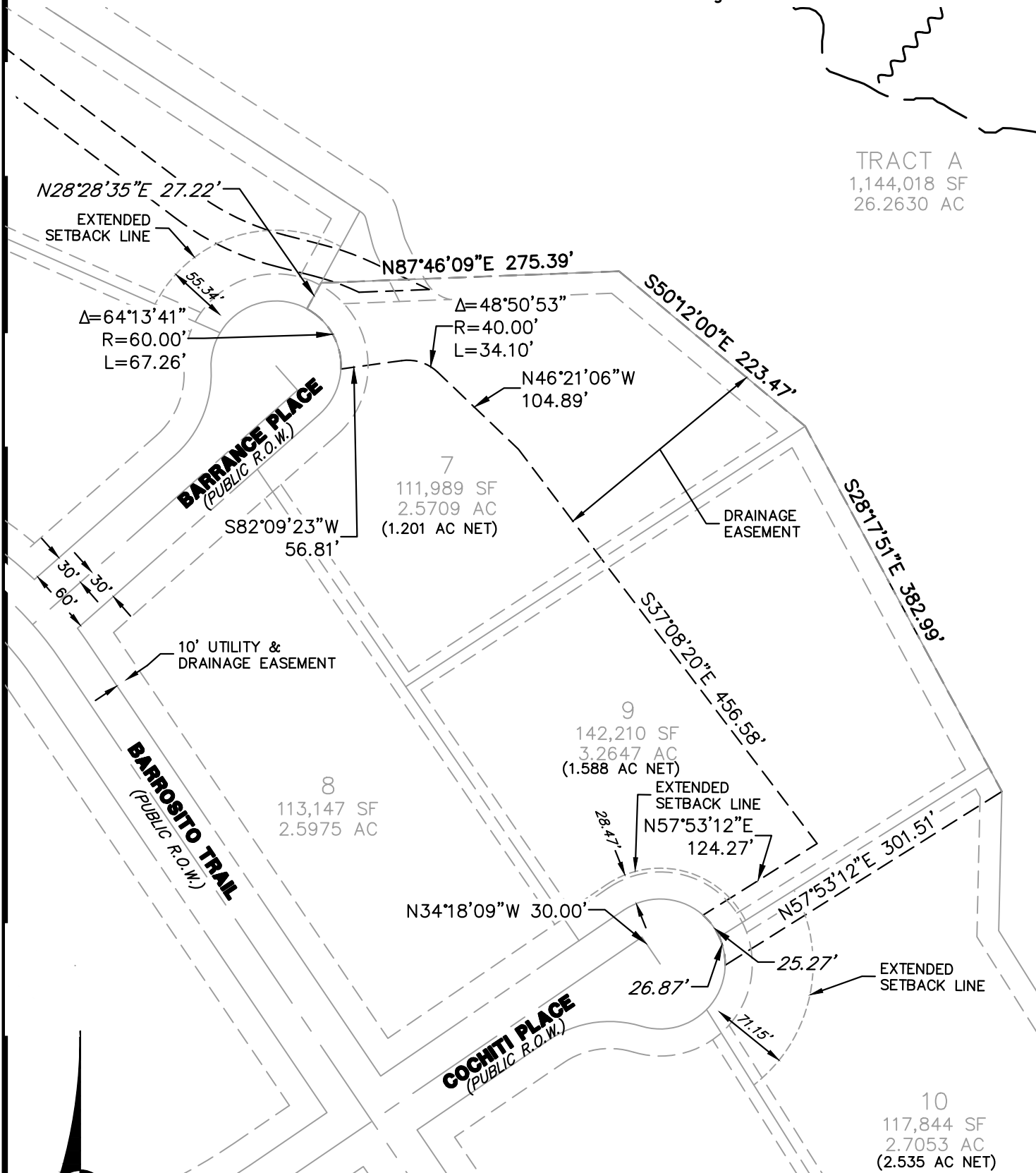
Label Tract A



Centennial 303-740-9393 • Colorado Springs 719-593-2593
 Fort Collins 970-491-9888 • www.jrengineering.com

EXHIBIT B
Stormwater Facilities Areas
 Tract A, and the portions of future Lots 7, 9, & 10 shown as drainage easements as indicated on the Saddlehorn Ranch Filing No. 3 Plat.

TRACT A
 1,144,018 SF
 26.2630 AC



N28°28'35"E 27.22'
 EXTENDED
 SETBACK LINE

$\Delta=64^{\circ}13'41''$
 R=60.00'
 L=67.26'

BARRANCE PLACE
 (PUBLIC R.O.W.)

N87°46'09"E 275.39'

$\Delta=48^{\circ}50'53''$
 R=40.00'
 L=34.10'

N46°21'06"W
 104.89'

S50°12'00"E 223.47'

7
 111,989 SF
 2.5709 AC
 (1.201 AC NET)

DRAINAGE
 EASEMENT

S82°09'23"W
 56.81'

S28°17'51"E 382.99'

30'
 30'
 60'

10' UTILITY &
 DRAINAGE EASEMENT

BARROSO TRAIL
 (PUBLIC R.O.W.)

9
 142,210 SF
 3.2647 AC
 (1.588 AC NET)

EXTENDED
 SETBACK LINE
 N57°53'12"E
 124.27'

8
 113,147 SF
 2.5975 AC

N34°18'09"W 30.00'

N57°53'12"E 301.51'

28.47'

EXTENDED
 SETBACK LINE

COCHITI PLACE
 (PUBLIC R.O.W.)

26.87'

25.27'

10
 117,844 SF
 2.7053 AC
 (2.535 AC NET)



125 63 0 125



ORIGINAL SCALE: 1" = 125'

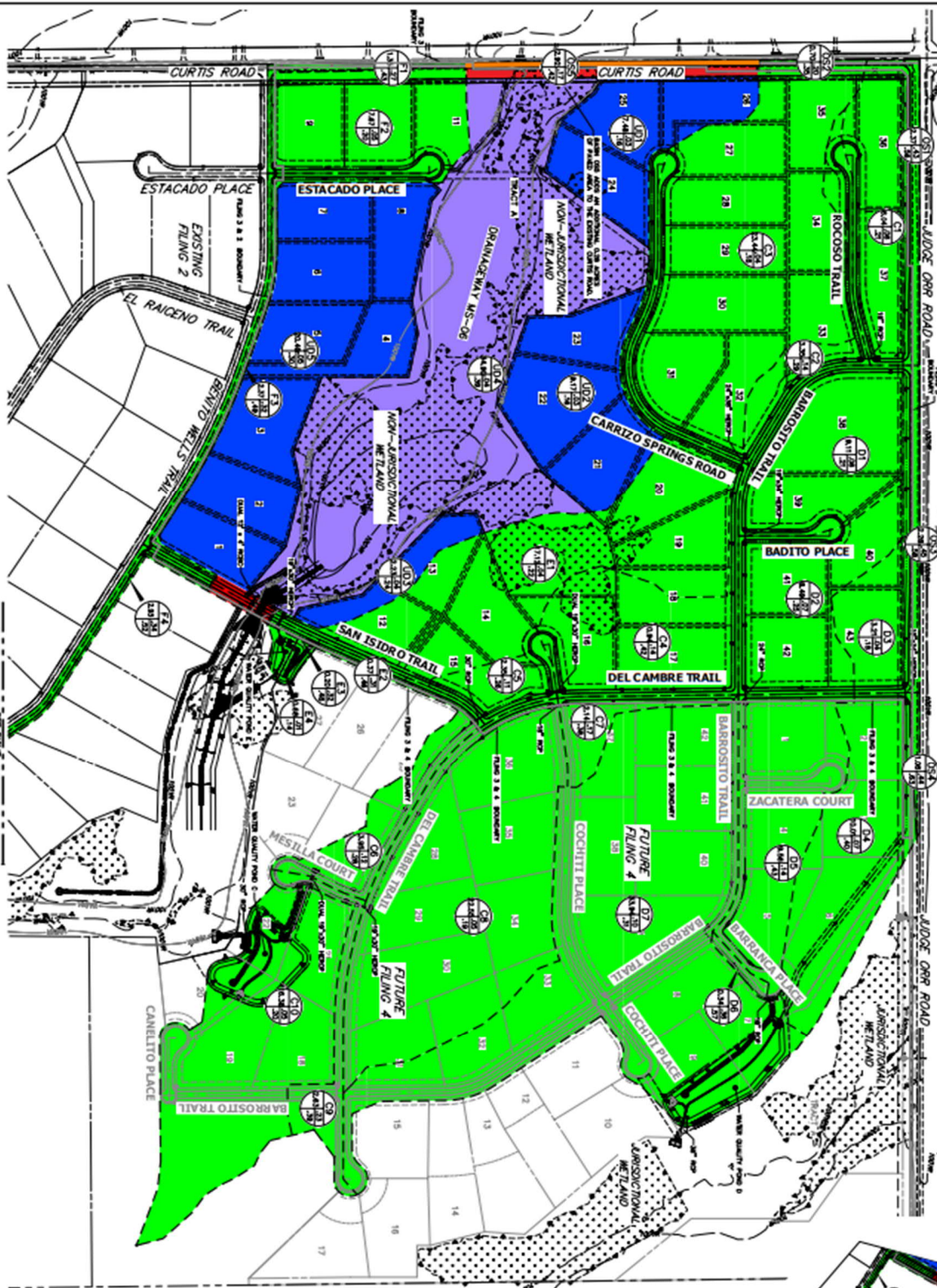


J-R ENGINEERING
 A Westrian Company

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SADDLEHORN RANCH FILING - 3

PERMANENT BMP APPLICABILITY MAP



Legend	BMP Description
Green	AREA NOT DISTURBED IN BMP
Blue	AREA DISTURBED IN BMP
Red	AREA NOT DISTURBED IN BMP BUT WITH FUTURE FILINGS (SEE OTHER SHEETS FOR FILING 1 & 2)
Purple	AREA NOT DISTURBED IN BMP BUT WITH FUTURE FILINGS (SEE OTHER SHEETS FOR FILING 1 & 2)

WATER QUALITY POND
 WATER QUALITY POND #1
 WATER QUALITY POND #2
 WATER QUALITY POND #3
 WATER QUALITY POND #4
 WATER QUALITY POND #5
 WATER QUALITY POND #6
 WATER QUALITY POND #7
 WATER QUALITY POND #8
 WATER QUALITY POND #9
 WATER QUALITY POND #10
 WATER QUALITY POND #11
 WATER QUALITY POND #12
 WATER QUALITY POND #13
 WATER QUALITY POND #14
 WATER QUALITY POND #15
 WATER QUALITY POND #16
 WATER QUALITY POND #17
 WATER QUALITY POND #18
 WATER QUALITY POND #19
 WATER QUALITY POND #20
 WATER QUALITY POND #21
 WATER QUALITY POND #22
 WATER QUALITY POND #23
 WATER QUALITY POND #24
 WATER QUALITY POND #25
 WATER QUALITY POND #26
 WATER QUALITY POND #27
 WATER QUALITY POND #28
 WATER QUALITY POND #29
 WATER QUALITY POND #30
 WATER QUALITY POND #31
 WATER QUALITY POND #32
 WATER QUALITY POND #33
 WATER QUALITY POND #34
 WATER QUALITY POND #35
 WATER QUALITY POND #36
 WATER QUALITY POND #37
 WATER QUALITY POND #38
 WATER QUALITY POND #39
 WATER QUALITY POND #40
 WATER QUALITY POND #41
 WATER QUALITY POND #42
 WATER QUALITY POND #43
 WATER QUALITY POND #44
 WATER QUALITY POND #45
 WATER QUALITY POND #46
 WATER QUALITY POND #47
 WATER QUALITY POND #48
 WATER QUALITY POND #49
 WATER QUALITY POND #50

NS4 PERMIT EXCLUSION AREAS
 SADDLEHORN RANCH FILING 3
 11/8/23
 SHEET 1 OF 1

J.R. ENGINEERING
 1401 N. 20TH ST., SUITE 100, DENVER, CO 80202
 (303) 751-1111

EXHIBIT C
Permanent BMP Inspections, Operations and Maintenance (O&M)
(83 pages)