

**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), Murray Fountain, LLC. (Owner), and WIDEFIELD WATER AND SANITATION DISTRICT (District). The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

A. WHEREAS, Owner is the owner of certain real estate (the Property) in El Paso County, Colorado, which Property is legally described in Exhibit A^[LS1] attached hereto and incorporated herein by this reference; and

B. WHEREAS, Owner has granted to District one or more easements for the construction and maintenance of a water storage tank and for access thereto, which easements are legally described in Exhibit B^[LS2], attached hereto and incorporated herein by reference (the Easement Area); and

C. WHEREAS, District desires to develop on the Easement Area a land use to be known as **Rolling Hills Tank**; and

D. WHEREAS, the development of the Easement Area ~~will~~ **is expected to** increase the volume of water runoff and ~~will~~ decrease the quality of the stormwater runoff from the Easement Area, and, therefore, it is in the best interest of public health, safety and welfare for the County to condition approval of this land use on District’s promise to construct adequate stormwater quality structural Best Management Practices (“BMPs”) for the land use; 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, District desires to construct for the land use 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 operate, clean, maintain and repair such detention basin/BMP(s); and

J. WHEREAS, District shall be charged with the duties of constructing, operating, maintaining and repairing the detention basin/BMP(s) on the Easement Area described in Exhibit B; and

K. 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

L. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers and 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 land use due to the District’s failure to meet its obligations to do the same; and

M. WHEREAS, the County conditions approval of this land use on the District’s and Owner’s promise to so construct the detention basin/BMP(s) and 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 land use; and

N. WHEREAS, the County could condition land use approval on the District’s and Owner’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 ~~District’s~~District and Owner’s promises contained herein; and

O. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this land use upon the Owner’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).

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: District and Owner 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 itself, its successors and assigns. If the District's easement interest(s) in the Property are terminated for any reason, the Owner, and its successors and assigns, shall be solely responsible for all obligations contained in this Agreement.

3. Construction: District shall construct on the Easement Area described in Exhibit B attached hereto and incorporated herein by this reference, one (1) detention basin/BMP(s). District 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. District 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. In cases where a subdivision is not required, the one year period will commence to run on the date the~~ Erosion and Stormwater Quality Control Permit (ESQCP) is issued. 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 District and its 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 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: Owner hereby grants the County a non-exclusive perpetual easement upon and across the Easement Area described in Exhibit B. The purpose of the easement is to

allow the County to access, inspect, clean, repair and maintain the detention basin/BMP(s); however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s). The Parties acknowledge that the easement granted herein is subordinate to the District's easements interests in the Easement Area and the County's use of the Easement Area shall not unreasonably interfere with the District's use of the Easement Area. The County shall provide advance written notice to the District prior to entering the Easement Area for any purpose.

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 District and its 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 Easement Area, after advance written notice to the District of its intent to enter the Easement Area and perform any corrective work, 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 District agrees and covenants, for itself, its successors and assigns, that it 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. Such agreement to reimburse is expressly subject to the lawful budget and appropriation of funds in the sole and exclusive discretion of the District's Board of Directors. This Agreement is not intended to and does not create any multiple fiscal year obligation and the District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof.

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 Land Use/Land Disturbance Approval: District's and Owner's execution of this Agreement is a condition of land use/land disturbance approval.

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 Colorado law, District and Owner agree, for themselves and 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 its intentional or negligent acts, errors or omissions or that of its 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 or to the District 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 District/Owner, 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 District and Owner 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 District and Owner, 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.

IN WITNESS WHEREOF, the Parties affix their signatures below.

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

Widefield Water and Sanitation District

By: _____

Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of Widefield Water and Sanitation District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Executed this _____ day of _____, 2021, by:

Murray Fountain, LLC.

By: _____

Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of Murray Fountain, LLC.

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
El Paso County Planning and Community Development
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, Executive Director of El Paso County Planning and Community
Development Department.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

Exhibit A

Legal Description of Property Attached
(taken from Title Commitment)

PARCEL A:

A TRACT OF LAND BEING A PORTION OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 15 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 NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 1, BEING MONUMENTED AT THE EAST END BY A 3.50 INCH ALUMINUM CAP IN RANGE BOX STAMPED "LS 17496" AND MONUMENTED AT THE WEST END BY A 3.50 INCH ALUMINUM CAP IN RANGE BOX STAMPED "LS 17496", WITH THE LINE CONSIDERED TO BEAR N 00 DEGREES 25 MINUTES 12 SECONDS E.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1 SAID POINT BEING THE POINT OF BEGINNING;

THENCE S 00 DEGREES 04 MINUTES 44 SECONDS E AND ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 1 A DISTANCE OF 2643.43 FEET TO THE EAST ONEQUARTER CORNER OF SECTION 1;

THENCE S 00 DEGREES 04 MINUTES 53 SECONDS E AND ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 1 A DISTANCE OF 2609.66 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BRADLEY ROAD AS RECORDED IN THE EL PASO COUNTY RECORDS UNDER RECEPTION NO. 098124132;

THENCE WESTERLY AND ALONG THE NORTH RIGHT-OF-WAY LINE OF BRADLEY ROAD THE FOLLOWING THREE COURSES;

1. S 89 DEGREES 50 MINUTES 39 SECONDS W A DISTANCE OF 1124.04 FEET TO A POINT OF CURVE;

2. ALONG THE ARC OF CURVE TO THE LEFT HAVING A DELTA OF 13 DEGREES 39 MINUTES 41 SECONDS, A RADIUS OF 5105.00 FEET, AND A LENGTH OF 1217.22 TO THE POINT OF TANGENT;

3. S 76 DEGREES 10 MINUTES 58 SECONDS W A DISTANCE OF 5797.66 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 11;

THENCE N 00 DEGREES 10 MINUTES 04 SECONDS W AND ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 11 A DISTANCE OF 1392.70 FEET TO THE NORTH ONEQUARTER CORNER OF SECTION 11;

THENCE N 00 DEGREES 23 MINUTES 37 SECONDS W AND ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 2 A DISTANCE OF 1319.07 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF SECTION 2;

THENCE S 89 DEGREES 37 MINUTES 54 SECONDS W ALONG THE NORTH LINE OF THE SOUTH ONEHALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 2 A DISTANCE OF 1964.31 FEET TO THE NORTHWEST CORNER OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 2;

THENCE N 05 DEGREES 50 MINUTES 18 SECONDS E A DISTANCE OF 2540.30 FEET;

THENCE N 36 DEGREES 32 MINUTES 24 SECONDS E A DISTANCE OF 1604.90 FEET;

THENCE N 16 DEGREES 58 MINUTES 50 SECONDS E A DISTANCE OF 184.45 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 2;

THENCE N 89 DEGREES 23 MINUTES 49 SECONDS E AND ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 2 A DISTANCE OF 668.25 FEET TO THE NORTH ONEQUARTER CORNER OF SECTION 2;

THENCE N 89 DEGREES 23 MINUTES 28 SECONDS E AND ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 2 A DISTANCE OF 2668.77 FEET TO THE NORTHEAST CORNER OF SECTION 2;

THENCE N 89 DEGREES 21 MINUTES 45 SECONDS E AND ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 1 A DISTANCE OF 2657.57 FEET TO THE NORTH ONEQUARTER CORNER OF SECTION 1;

THENCE N 89 DEGREES 19 MINUTES 28 SECONDS E AND ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 1 A DISTANCE OF 2667.46 FEET TO THE POINT OF BEGINNING.

EXCLUDING THEREFROM THAT PORTION AS CONVEYED IN WARRANTY DEED RECORDED JANUARY 21, 2014 AT RECEPTION NO. 214004738

Exhibit B

Legal Description of Easement and Temporary Construction Easement Attached

EXHIBIT A
ACCESS EASEMENT

August 12, 2020

A portion of the Northwest Quarter of Section 1, Township 15 South, Range 65 West of the Sixth P.M., being located in the City of Colorado Springs, El Paso County, Colorado, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 1; thence N89°21'47"E, (Bearings are relative to the West line of the Southwest Quarter of said Section 1, being monumented at the Southwest Corner of said Section 1 by a no. 6 rebar with a 3 1/4" aluminum cap stamped, "PLS 19109" "2004" flush with grade, and at the West Quarter Corner of said Section 1, by a 3 1/4" aluminum cap, illegible, 0.3' below grade, having a measured bearing of N00°23'37"W, a distance of 2,632.05 feet), along the north line of said Northwest Quarter, a distance of 1,358.99 feet; thence leaving said north line, S00°38'13"E, a distance of 30.00 feet, to a point on the South Right-of-Way line of Drennan Road, as reserved in Book A, Page 78, and the **POINT OF BEGINNING**; thence along said South Right-of-Way line, N89°21'47"E, a distance of 30.00 feet; thence leaving said South Right-of-Way line, the following Twenty One (21) courses:

1. S00°38'13"E, a distance of 15.84 feet;
2. a curve to the left, with an arc length of 29.00 feet, a radius of 35.00 feet, a delta angle of 47°28'34";
3. S48°06'47"E, a distance of 63.57 feet;
4. a curve to the right, with an arc length of 383.09 feet, a radius of 523.35 feet, a delta angle of 41°56'26";
5. S08°08'04"W, a distance of 448.35 feet;
6. N90°00'00"E, a distance of 56.11 feet;
7. S00°00'00"E, a distance of 100.55 feet;
8. N90°00'00"W, a distance of 52.99 feet;
9. S12°55'10"E, a distance of 190.10 feet;
10. a curve to the right, with an arc length of 121.27 feet, a radius of 92.00 feet, a delta angle of 75°31'24";
11. S62°36'14"W, a distance of 61.41 feet;
12. N00°13'02"W, a distance of 33.72 feet;
13. N62°36'14"E, a distance of 46.01 feet;
14. a curve to the left, with an arc length of 81.72 feet, a radius of 62.00 feet, a delta angle of 75°31'24";
15. N12°55'10"W, a distance of 227.76 feet;
16. N00°04'18"W, a distance of 40.55 feet;
17. N08°08'04"E, a distance of 479.12 feet;
18. a non-tangent curve to the left, with an arc length of 357.42 feet, a radius of 493.35 feet, a delta angle of 41°30'34", a radial of S83°23'47"W;
19. N48°06'47"W, a distance of 63.57 feet;
20. a curve to the right, with an arc length of 53.86 feet, a radius of 65.00 feet, a delta angle of 47°28'34";
21. N00°38'13"W, a distance of 15.84 feet, to a point on said South Right-of-Way line, and the **POINT OF BEGINNING**.

Containing 47,603 Sq. Ft. or 1.093 acres, more or less.

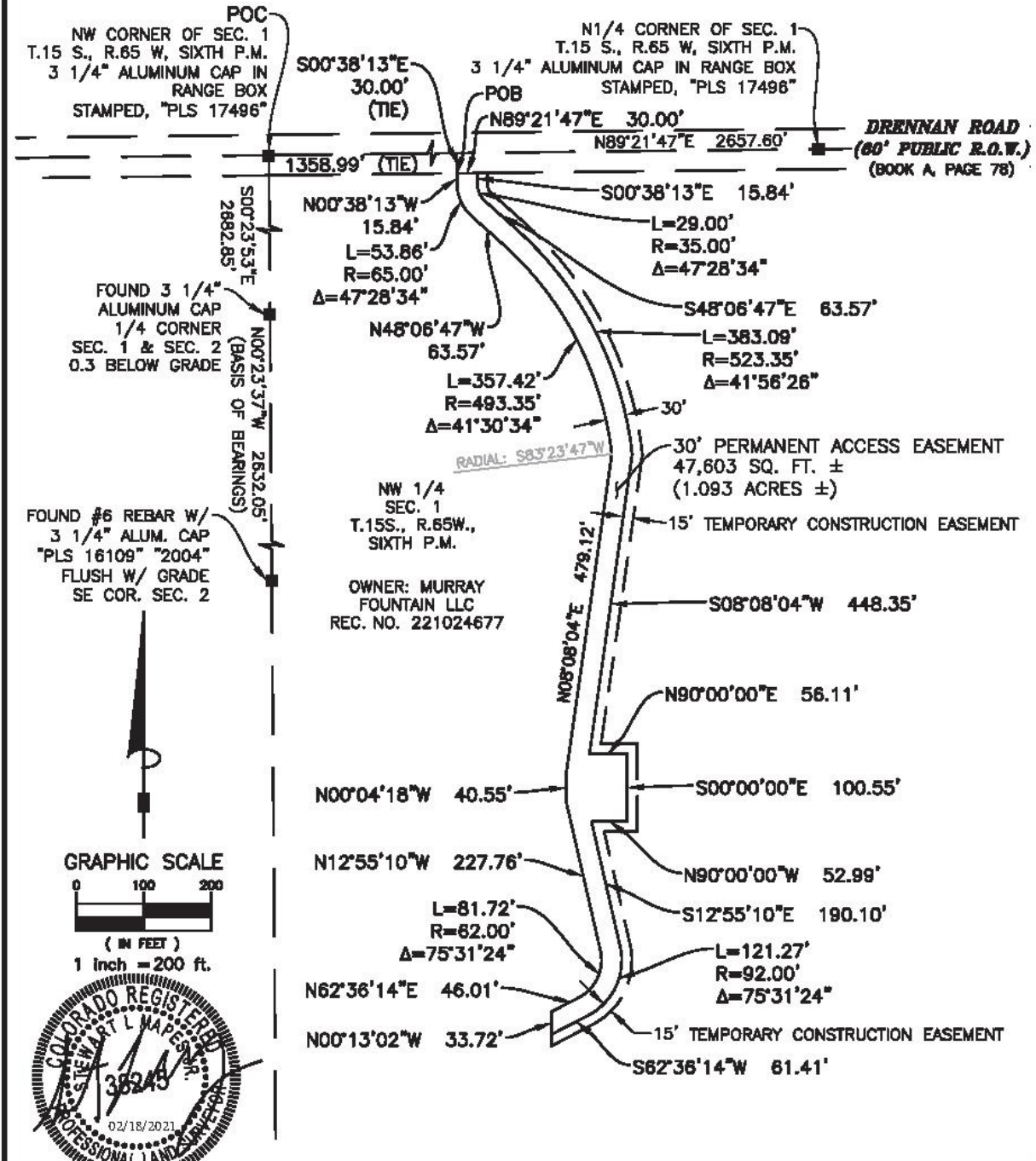
Together with:

A 15 foot temporary construction easement being offset 15 feet easterly from the above described easement.



Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

EXHIBIT A ACCESS EASEMENT



NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No: 190988	Drawn: CME Check: SLM	Date: 8/12/2020 Sheet 3 of 3
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Clark
Land Surveying, Inc.
177 B. Tibbety Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clark.com

EXHIBIT A
TANK EASEMENT

June 8, 2020

A portion of the Northwest Quarter of Section 1, Township 15 South, Range 65 West of the Sixth P.M., being located in the City of Colorado Springs, El Paso County, Colorado, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 1; thence S00°23'53"E, (Bearings are relative to the West line of the Southwest Quarter of said Section 1, being monumented at Southwest Corner by a No. 6 rebar with a 3 1/4" aluminum cap stamped, "PLS 19109" "2004" flush with grade, and at the West Quarter Corner of said Section 1, by a 3 1/4" aluminum cap, illegible, 0.3' below grade, having a measured bearing and distance of N00°23'37"W, 2632.05 feet), along the west line of said Northwest Quarter, a distance of 1499.31 feet; thence N89°36'23"E, leaving said west line, a distance of 1029.49 feet, to the **POINT OF BEGINNING**; thence along the following six (6) courses:

1. N31°58'03"E, a distance of 332.51 feet;
2. S88°47'47"E, a distance of 283.81 feet;
3. S00°13'02"E, a distance of 254.45 feet;
4. S56°50'23"W, a distance of 317.09 feet;
5. S89°25'23"W, a distance of 195.03 feet;
6. N00°06'20"W, a distance of 153.74 feet, to the **POINT OF BEGINNING**.

Containing 151,246 Sq. Ft. or 3.472 acres, more or less.

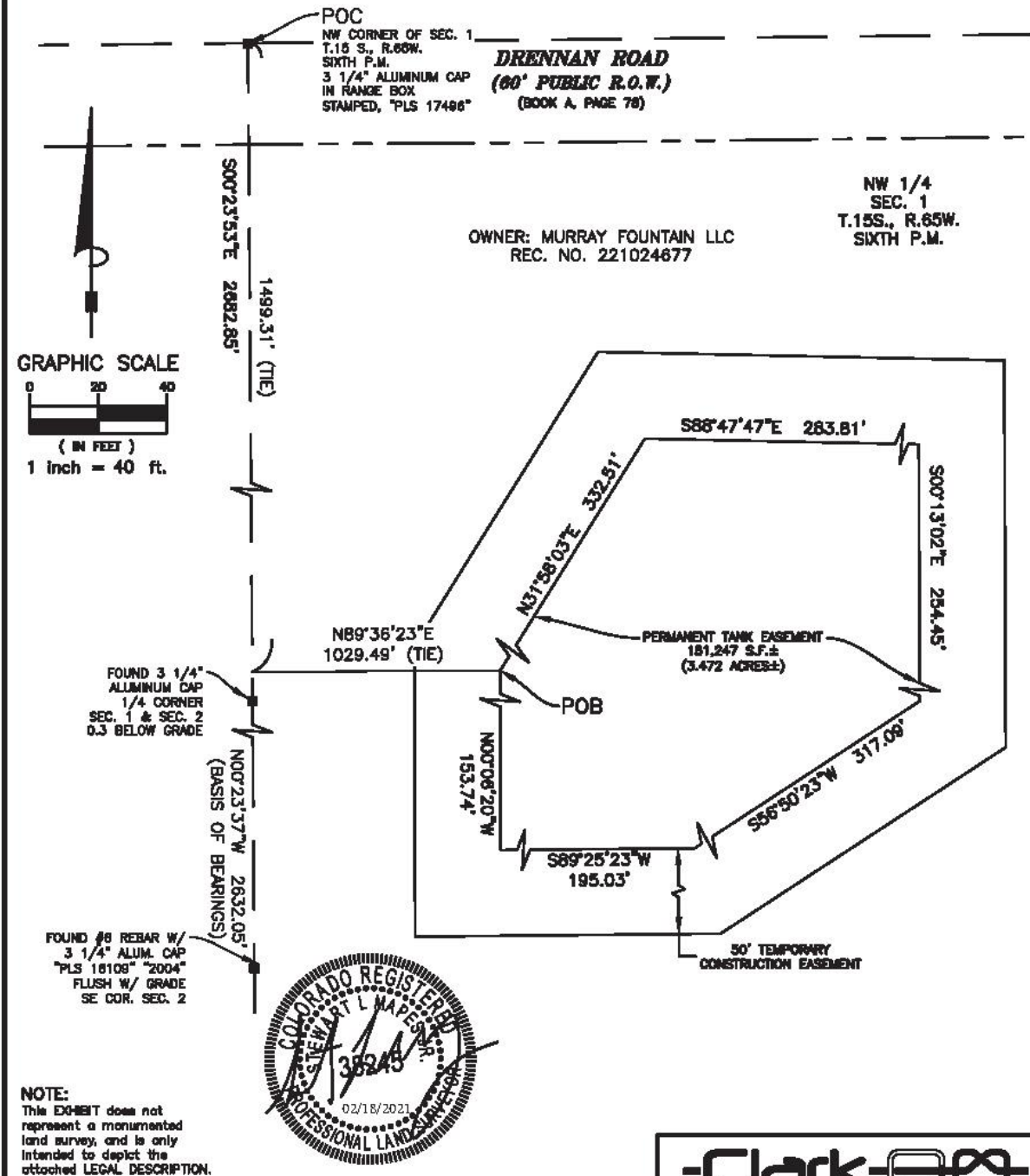
Together with :

A 50 foot temporary construction easement being offset 50 feet outward from the above described easement.



Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

EXHIBIT A TANK EASEMENT



NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Clark
Land Surveying, Inc.
177 B. Tibbary Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkie.com

Project No: 190988	Drawn: SCG Check: SLM	Date: 6/8/2020 Sheet 2 of 2
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