

**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 Eagle Development Company, Lorson South Land Corp, Babcock Land Corp., and Colo Windermere #2, LLC (collectively, “Developers”), Yes Antelope Ridge, LLC (“Yes”) and THE SANDS METROPOLITAN DISTRICT NO. 4 (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 Windermere 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 Windermere 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 two 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(s)/BMP(s) on property that is or will be platted as Tract A, Chateau at Antelope Ridge Filing No. 2, as described in Exhibit B attached hereto, and on that to be platted as Tracts A and B, Windermere Filing No. 1 as indicated on the final plat of the subdivision, within the easements legally described and depicted in Exhibits C, D, E and F, attached hereto; and

K. WHEREAS, Developer shall be charged with the duty of constructing the detention basin(s)/BMP(s) and the Metro District shall be charged with the duties of operating, maintaining and repairing the detention basin/BMP(s) on the portions of the Property as described and depicted in Exhibits B, C, D, E and F; and

L. WHEREAS, it is the County's experience that subdivision developers and property owners historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs, and that these detention basins/BMPs, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and

M. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers and property owners have failed in their responsibilities, and therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to so clean, maintain and repair the detention basin/BMP(s) serving this Subdivision due to the Developer's or the Metro District's failure to meet its obligations to do the same; and

N. WHEREAS, the County conditions approval of this Subdivision on the Developer's promise to so construct the detention basin/BMP(s), and further conditions approval on the Metro District's promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin/BMP(s) serving this Subdivision; and

O. WHEREAS, the County could condition subdivision approval on the Developer's promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Developer's and the Metro District's promises contained herein; and

P. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer's grant herein of a perpetual Easement over a portion of the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s); and

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

Agreement

NOW, THEREFORE, in consideration of the mutual Promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.
2. Covenants Running with the Land: Developer and the Metro District agree that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit A attached hereto, and that this entire Agreement and the performance thereof shall be binding upon themselves, their respective successors and assigns.
3. Construction: Developer shall construct on those portion of the Property described in Exhibits B, C and D attached hereto and incorporated herein by this reference, two 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: Yes hereby grants Developers, the Metro District, and the County a non-exclusive perpetual easement upon and across its property described in Exhibit B. Developers hereby grant the County and the Metro District a non-exclusive perpetual easement upon and across those portions of the Property described in Exhibits C and D. The purposes of the two easements are to allow the Developers to construct and the County and the Metro District to access, inspect, clean, repair and maintain the detention basin/BMP(s); however, the creation of the easements does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

Developers hereby grant Yes a non-exclusive perpetual drainage easement upon and across their property described in Exhibit C to accommodate developed stormwater runoff from the property owned by Yes.

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 Developers, 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 easements over portions of Tracts A and B, as specified in Exhibits C, D, E and F, 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, Developers and the Metro District agree, for themselves, their respective successors and assigns, that they will indemnify, defend, and hold the County and Yes 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, Yes, 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 or Yes, 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 portions of Tract A and Tract B, further specified by Exhibits B and D from Developer to the Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

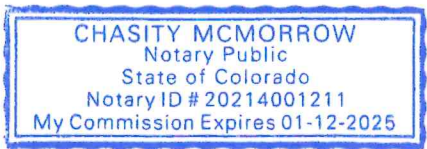
Executed this 21st day of April, 2022, by:
Eagle Development Company

By: [Signature]
Jeff Mark, (Vice President)

The foregoing instrument was acknowledged before me this 21 day of April, 2022, by Jeff Mark, as Vice President of Eagle Development Company.

Witness my hand and official seal.

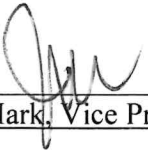
My commission expires: 01-12-2025



[Signature]
Notary Public

Executed this 21st day of April, 2022, by:

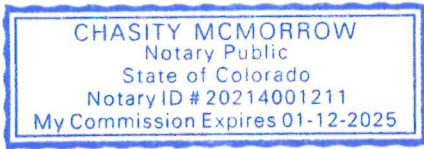
Lorson South Land Corp.

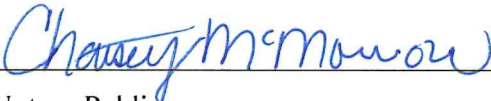
By: 
Jeff Mark, Vice President

The foregoing instrument was acknowledged before me this 21st day of April, 2022, by Jeff Mark, Vice President of Lorson South Land Corp.

Witness my hand and official seal.

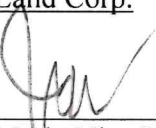
My commission expires: 01-12-2025




Notary Public

Executed this 21st day of April, 2022, by:

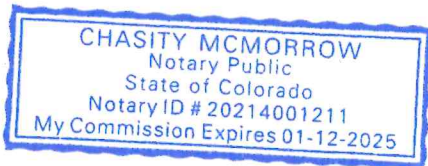
Babcock Land Corp.


By: 
Jeff Mark, Vice President

The foregoing instrument was acknowledged before me this 21st day of April, 2022, by Jeff Mark, Vice President of Babcock Land Corp.

Witness my hand and official seal.

My commission expires: 01-12-2025




Notary Public

Executed this 25th day of April, 2022, by:

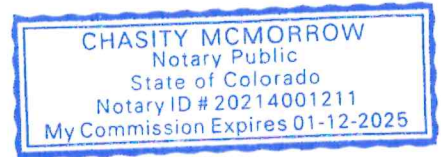
Colo Windermere #2, LLC

By: [Signature]
James Todd Stephens, Manager

The foregoing instrument was acknowledged before me this 25th day of April, 2022, by James Todd Stephens

Witness my hand and official seal.

My commission expires: 01-12-2025



[Signature]
Notary Public

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

Yes Antelope Ridge, LLC.

By: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of Yes Antelope Ridge, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Executed this _____ day of _____, 20____, by:
Colo Windermere #2, LLC

By: _____
James Todd Stephens, Manager

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by James Todd Stephens

Witness my hand and official seal.

My commission expires: _____

Notary Public

Executed this 26th day of April, 2022, by:
Yes Antelope Ridge, LLC.

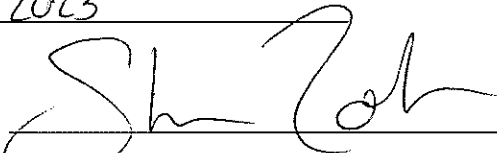
By: 

The foregoing instrument was acknowledged before me this 26th day of April,
2022 by Karen Hamilton of Yes Antelope Ridge, LLC.

Witness my hand and official seal.

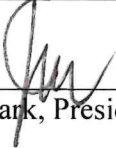
My commission expires: 02-26-2023

SHANNON ZOHN
Notary Public
State of Colorado
Notary ID # 20194007963
My Commission Expires 02-26-2023


Notary Public

Executed this 21st day of April, 2022, by:

THE SANDS METROPOLITAN DISTRICT NO. 4

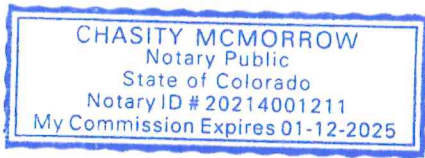
By: 
Jeff Mark, President


Attest:
By: 
Alan Vancil, Director

The foregoing instrument was acknowledged before me this 21st day of April,
2022, by Jeff Mark, President, and Alan Vancil, Director, THE SANDS METROPOLITAN DISTRICT NO. 4

Witness my hand and official seal.

My commission expires: 01-12-2025




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 _____,
2022, 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

Exhibits



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EXHIBIT A

D&C Project: 21187-01

LEGAL DESCRIPTION - PROPOSED WINDERMERE FILING No. 1

MARCH 11, 2022

A PARCEL OF LAND LOCATED WITHIN THE EAST HALF OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, CHATEAU AT ANTELOPE RIDGE FILING NO. 2, AS SHOWN ON THE PLAT THEREOF RECORDED UNDER RECEPTION NO. 202192387, OF THE RECORDS OF THE COUNTY OF EL PASO, STATE OF COLORADO, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF ANTELOPE RIDGE DRIVE AND CONSIDERING THE SOUTH LINE OF SAID LOT 1, AS SHOWN ON SAID PLAT, TO BEAR N89°56'53"E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE SOUTH LINE OF CHATEAU AT ANTELOPE RIDGE FILING NO. 2:

1. N89°56'53"E, 670.94 FEET;
2. S77°13'21"W, 296.79 FEET;
3. S14°41'09"E, 81.11 FEET;
4. S77°39'54"E, 397.87 FEET;
5. N63°24'07"E, 97.95 FEET;
6. N47°01'52"E, 173.02 FEET TO A POINT OF NON-TANGENT CURVE CONCAVE TO THE SOUTH, FROM WHICH THE RADIAL LINE BEARS S26°27'56"E, 50.64 FEET;
7. 54.06 FEET ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 50.64 FEET, A CENTRAL ANGLE OF 61°10'00", AND BEING SUBTENDED BY A CHORD THAT BEARS S85°52'56"E, 51.53 FEET;
8. S50°34'05"E, 287.41 FEET;
9. N03°10'04"W, 254.58 FEET;
10. N89°56'53"E, 70.30 FEET;

THENCE N89°24'24"E, 58.36 FEET TO THE WEST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD AS DESCRIBED IN THAT DOCUMENT RECORDED UNDER RECEPTION NO. 209071394 OF THE RECORDS OF EL PASO COUNTY; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE SAID WEST RIGHT-OF-WAY LINE:

1. S00°36'10"E, 53.57 FEET TO A POINT OF CURVE TO THE RIGHT;
2. 460.83 FEET ALONG THE ARC OF SAID CURVE TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 7920.00 FEET, A CENTRAL ANGLE OF 03°20'02", AND BEING SUBTENDED BY A CHORD THAT BEARS S01°03'51"W, 460.76 FEET;
3. S02°43'52"W, 207.46 FEET TO A POINT OF CURVE TO THE LEFT;
4. 447.12 FEET ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 8580.00 FEET, CENTRAL ANGLE OF 02°59'09" AND BEING SUBTENDED BY A CHORD THAT BEARS S01°14'18"W, 447.07 FEET;
5. S00°15'17"E, 943.87 FEET;
6. S29°00'24"W, 54.00 FEET;
7. S59°08'42"W, 73.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NORTH CAREFREE CIRCLE AS DESCRIBED IN THAT DOCUMENT RECORDED UNDER RECEPTION NO. 205015091 OF THE RECORDS OF EL PASO COUNTY; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTH RIGHT-OF-WAY LINE:

**Civil, Transportation, & Water Resources Engineering
Land Surveying • Geomatics • Mapping**

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1 OF 2

1. S89°48'47"W, 113.86 FEET TO A POINT OF CURVE TO THE LEFT;
2. 407.83 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF REVERSE CURVE, SAID ARC HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 22°02'40" AND BEING SUBTENDED BY A CHORD THAT BEARS S78°47'28"W, 405.32 FEET;
3. 288.60 FEET ALONG THE ARC OF SAID REVERSE CURVE TO THE EAST RIGHT-OF-WAY LINE OF ANTELOPE RIDGE DRIVE, SAID ARC HAVING A RADIUS OF 940.00 FEET, A CENTRAL ANGLE OF 17°35'28" AND BEING SUBTENDED BY A CHORD THAT BEARS S76°33'51"W, 287.47 FEET;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE:

1. N00°00'18"W, 712.88 FEET TO A POINT OF CURVE TO THE LEFT;
2. 762.65 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF REVERSE CURVE; SAID ARC HAVING A RADIUS OF 1280.00 FEET, A CENTRAL ANGLE OF 34°08'17" AND BEING SUBTENDED BY A CHORD THAT BEARS N17°04'26"W, 751.42 FEET;
3. 928.37 FEET ALONG THE ARC OF SAID REVERSE CURVE TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 1560.00 FEET, A CENTRAL ANGLE OF 34°05'50" AND BEING SUBTENDED BY A CHORD THAT BEARS N17°05'40"W, 914.73 FEET;
4. N00°09'38"W, 35.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS AN AREA OF 2,268,352 SQUARE FEET (52.074 ACRES) OF LAND, MORE OR LESS.

I, JOHN C. DAY, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

JOHN C. DAY PLS 29413
FOR AND ON BEHALF OF
DREXEL, BARRELL & CO.
3 SOUTH 7TH STREET
COLORADO SPRINGS, COLORADO 80905
719-260-0887



DBC

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Greeley, CO 80631 • 970-351-0645

EXHIBIT B

DBC Project: 21187-01
March 11, 2022

LEGAL DESCRIPTION - YES ANTELOPE RIDGE, LLC PROPERTY

A PARCEL OF LAND LOCATED WITHIN THE EAST HALF OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TRACT A, CHATEAU AT ANTELOPE RIDGE FILING NO. 2, AS SHOWN ON THE PLAT THEREOF RECORDED UNDER RECEPTION NO. 202192387, OF THE RECORDS OF THE COUNTY OF EL PASO, STATE OF COLORADO, CONTAINING 3.15 ACRES MORE OR LESS.

I, JOHN C. DAY, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

JOHN C. DAY PLS 29413
FOR AND ON BEHALF OF
DREXEL, BARRELL & CO.
3 SOUTH 7TH STREET
COLORADO SPRINGS, COLORADO 80905
719-260-0887





Drexel, Barrell & Co.

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Greeley, CO 80631 • 970-351-0645

EXHIBIT C

DBC Project: 21187-01

March 11, 2022

LEGAL DESCRIPTION - EASEMENT FOR EXTENDED DETENTION BASIN NORTH

A PARCEL OF LAND BEING A PART OF THAT TRACT OF LAND AS DESCRIBED IN THAT DOCUMENT RECORDED UNDER RECEPTION NUMBER 220210591, IN THE RECORDS OF THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER, SAID TRACT LOCATED WITHIN THE EAST HALF OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, CHATEAU AT ANTELOPE RIDGE FILING NO. 2, AS SHOWN ON THE PLAT THEREOF RECORDED UNDER RECEPTION NO. 202192387, OF THE RECORDS OF THE COUNTY OF EL PASO, STATE OF COLORADO, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF ANTELOPE RIDGE DRIVE AND CONSIDERING THE SOUTH LINE OF SAID LOT 1, AS SHOWN ON SAID PLAT, TO BEAR N89°56'53"E AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE N89°56'53"E, 331.33 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING TEN (10) COURSES ALONG THE SOUTH LINE OF CHATEAU AT ANTELOPE RIDGE FILING NO. 2:

1. N89°56'53"E, 339.61 FEET;
2. S77°13'21"W, 296.79 FEET;
3. S14°41'09"E, 81.11 FEET;
4. S77°39'54"E, 397.87 FEET;
5. N63°24'07"E, 97.95 FEET;
6. N47°01'52"E, 173.02 FEET TO A POINT OF NON-TANGENT CURVE CONCAVE TO THE SOUTH, FROM WHICH THE RADIAL LINE BEARS S26°27'56"E, 50.64 FEET;
7. 54.06 FEET ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 50.64 FEET, A CENTRAL ANGLE OF 61°10'00", AND BEING SUBTENDED BY A CHORD THAT BEARS S85°52'56"E, 51.53 FEET;
8. S50°34'05"E, 287.41 FEET;
9. N03°10'04"W, 254.58 FEET;
10. N89°56'53"E, 70.30 FEET;

THENCE N89°24'24"E, 15.00 FEET; THENCE S00°15'53"E, 496.65; THENCE S56°15'31"W, 191.84 FEET; THENCE N37°33'43"W, 112.60 FEET; THENCE N45°12'10"W, 112.60 FEET; THENCE N40°58'37"W, 120.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, FROM WHICH THE RADIAL LINE BEARS S40°58'37"W, 725.00 FEET; THENCE 30.01 FEET ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 725.00 FEET, A CENTRAL ANGLE OF 02°22'18", AND BEING SUBTENDED BY A CHORD THAT BEARS N50°12'32"W, 30.01 FEET;

THENCE N38°36'19"E, 120.00 FEET; THENCE N55°35'50"W, 123.85 FEET; THENCE N63°48'41"W, 118.23 FEET; THENCE N72°01'32"W, 123.85 FEET; THENCE N80°02'56"W, 112.60 FEET; THENCE N83°09'00"W, 119.32 FEET; THENCE S84°38'15"W, 121.73 FEET;

THENCE N09°54'52"W, 50.77 FEET; THENCE N00°03'07"W, 178.36 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS AN AREA OF 227,419 SQUARE FEET (5.2208 ACRES) OF LAND, MORE OR LESS.

I, JOHN C. DAY, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

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EXHIBIT D

DBC Project: 21187-01

March 11, 2022

LEGAL DESCRIPTION - EASEMENT FOR EXTENDED DETENTION BASIN SOUTH

A PARCEL OF LAND BEING A PART OF THAT TRACT OF LAND AS DESCRIBED IN THAT DOCUMENT RECORDED UNDER RECEPTION NUMBER 220210591, IN THE RECORDS OF THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER, SAID TRACT LOCATED WITHIN THE EAST HALF OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, CHATEAU AT ANTELOPE RIDGE FILING NO. 2, AS SHOWN ON THE PLAT THEREOF RECORDED UNDER RECEPTION NO. 202192387, OF THE RECORDS OF THE COUNTY OF EL PASO, STATE OF COLORADO, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF ANTELOPE RIDGE DRIVE AND CONSIDERING THE SOUTH LINE OF SAID LOT 1, AS SHOWN ON SAID PLAT, TO BEAR N89°56'53"E AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE THE FOLLOWING TEN (10) COURSES ALONG THE SOUTH LINE OF CHATEAU AT ANTELOPE RIDGE FILING NO. 2:

1. N89°56'53"E, 670.94 FEET;
2. S77°13'21"W, 296.79 FEET;
3. S14°41'09"E, 81.11 FEET;
4. S77°39'54"E, 397.87 FEET;
5. N63°24'07"E, 97.95 FEET;
6. N47°01'52"E, 173.02 FEET TO A POINT OF NON-TANGENT CURVE CONCAVE TO THE SOUTH, FROM WHICH THE RADIAL LINE BEARS S26°27'56"E, 50.64 FEET;
7. 54.06 FEET ALONG THE ARC OF SAID CURVE, SAID ARC HAVING A RADIUS OF 50.64 FEET, A CENTRAL ANGLE OF 61°10'00", AND BEING SUBTENDED BY A CHORD THAT BEARS S85°52'56"E, 51.53 FEET;
8. S50°34'05"E, 287.41 FEET;
9. N03°10'04"W, 254.58 FEET;
10. N89°56'53"E, 70.30 FEET;

THENCE N89°24'24"E, 15.00 FEET; THENCE S00°15'53"E, 938.32 FEET; THENCE S00°15'58"E, 257.75 FEET; THENCE S00°15'48"E, 525.31 FEET TO THE POINT OF BEGINNING;

THENCE S00°15'48"E, 408.86 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NORTH CAREFREE CIRCLE AS DESCRIBED IN THAT DOCUMENT RECORDED UNDER RECEPTION NO. 205015091 OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTH RIGHT-OF-WAY LINE:

1. S29°00'24"W, 32.99 FEET;
2. S59°08'42"W, 73.00 FEET;

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1 OF 2

3. S89°48'47"W, 61.17 FEET;

THENCE N00°14'54"W, 474.75 FEET; THENCE N89°45'06"E, 140.02 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS AN AREA OF 64,509 SQUARE FEET (1.4809 ACRES) OF LAND, MORE OR LESS.

I, JOHN C. DAY, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

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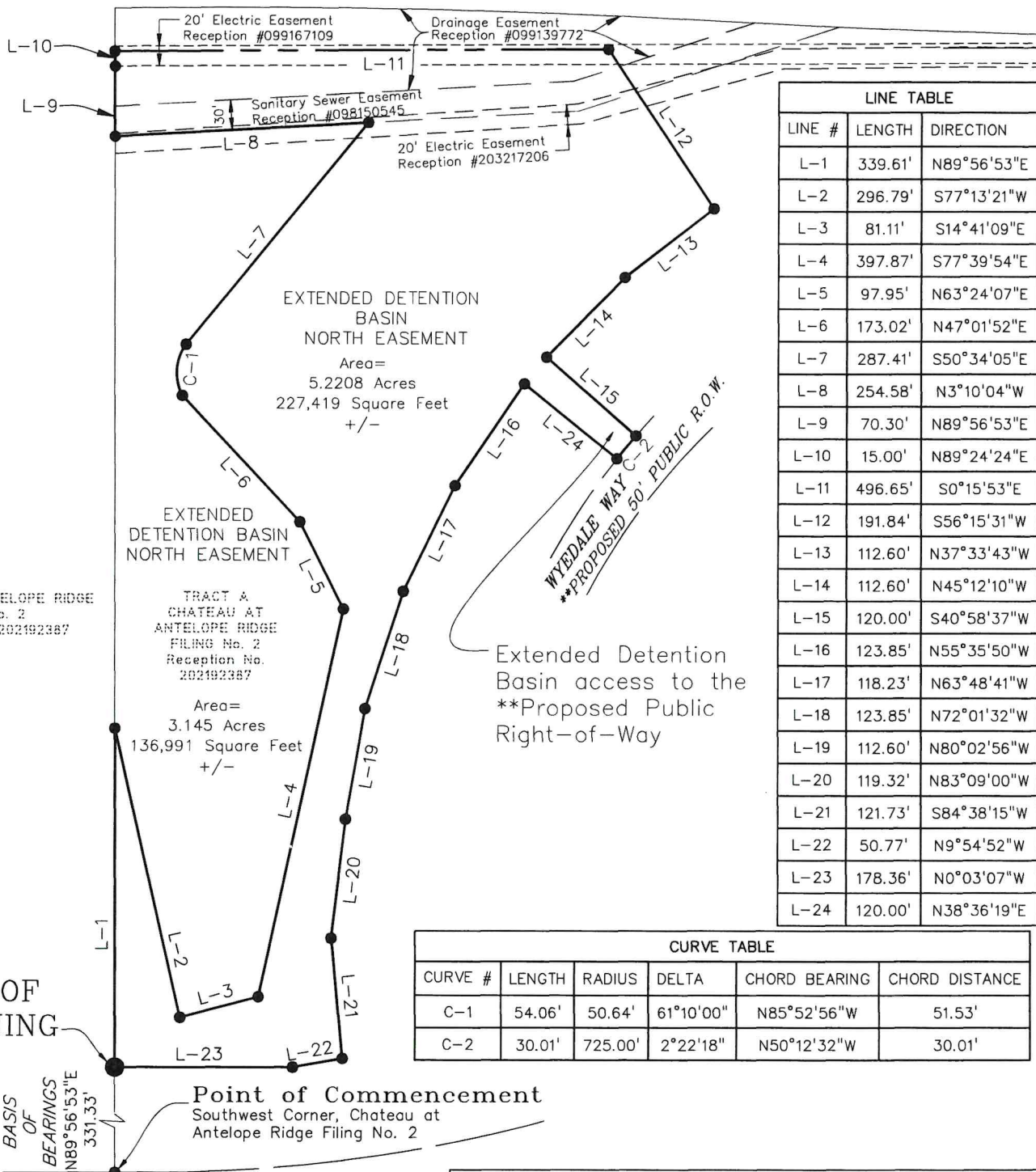
EXHIBIT E

EXTENDED DETENTION BASIN NORTH EASEMENT



SCALE: 1" = 150'

MARKSHEFFEL ROAD



LINE TABLE		
LINE #	LENGTH	DIRECTION
L-1	339.61'	N89°56'53"E
L-2	296.79'	S77°13'21"W
L-3	81.11'	S14°41'09"E
L-4	397.87'	S77°39'54"E
L-5	97.95'	N63°24'07"E
L-6	173.02'	N47°01'52"E
L-7	287.41'	S50°34'05"E
L-8	254.58'	N3°10'04"W
L-9	70.30'	N89°56'53"E
L-10	15.00'	N89°24'24"E
L-11	496.65'	S0°15'53"E
L-12	191.84'	S56°15'31"W
L-13	112.60'	N37°33'43"W
L-14	112.60'	N45°12'10"W
L-15	120.00'	S40°58'37"W
L-16	123.85'	N55°35'50"W
L-17	118.23'	N63°48'41"W
L-18	123.85'	N72°01'32"W
L-19	112.60'	N80°02'56"W
L-20	119.32'	N83°09'00"W
L-21	121.73'	S84°38'15"W
L-22	50.77'	N9°54'52"W
L-23	178.36'	N0°03'07"W
L-24	120.00'	N38°36'19"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C-1	54.06'	50.64'	61°10'00"	N85°52'56"W	51.53'
C-2	30.01'	725.00'	2°22'18"	N50°12'32"W	30.01'

PREPARED BY:

Drexel, Barrell & Co. Engineers/Surveyors
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 1800 38TH STREET BOULDER, COLORADO 80301 (303)442-4338
 710 11TH AVE, SUITE L-45 GREELEY, COLORADO 80631 (971)351-0845

Revisions - Date	Date	Drawn By	Job No.
	03-11-22	AYC	21187-01
		Checked By	Drawing No.
		JCD	21187-01_N. ESMT DET BASIN

CHATEAU AT ANTELOPE RIDGE
 FILING No. 2
 Reception No. 202192387

TRACT A
 CHATEAU AT
 ANTELOPE RIDGE
 FILING No. 2
 Reception No.
 202192387

EXTENDED
 DETENTION BASIN
 NORTH EASEMENT

EXTENDED DETENTION
 BASIN
 NORTH EASEMENT
 Area=
 5.2208 Acres
 227,419 Square Feet
 +/-

EXTENDED
 DETENTION BASIN
 NORTH EASEMENT
 Area=
 3.145 Acres
 136,991 Square Feet
 +/-

Extended Detention
 Basin access to the
 **Proposed Public
 Right-of-Way

POINT OF
 BEGINNING

BASIS
 OF
 BEARINGS
 N89°56'53"E
 331.33'

Point of Commencement
 Southwest Corner, Chateau at
 Antelope Ridge Filing No. 2

ANTELOPE RIDGE DRIVE

** PROPOSED PLAT OF WINDERMERE FILING NO. 1,
 PCD FILE SF-21 26

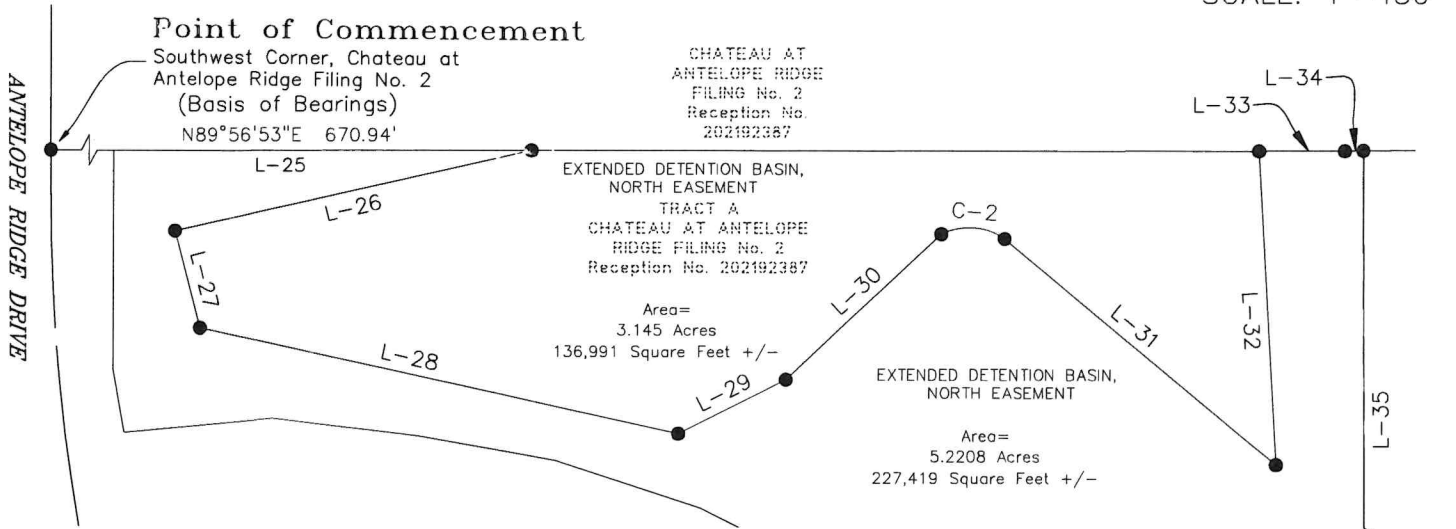
NOTE: THIS MAP IS NOT A LAND SURVEY PLAT OR AN
 IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS
 MAP IS TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

EXHIBIT F

EXTENDED DETENTION BASIN SOUTH EASEMENT



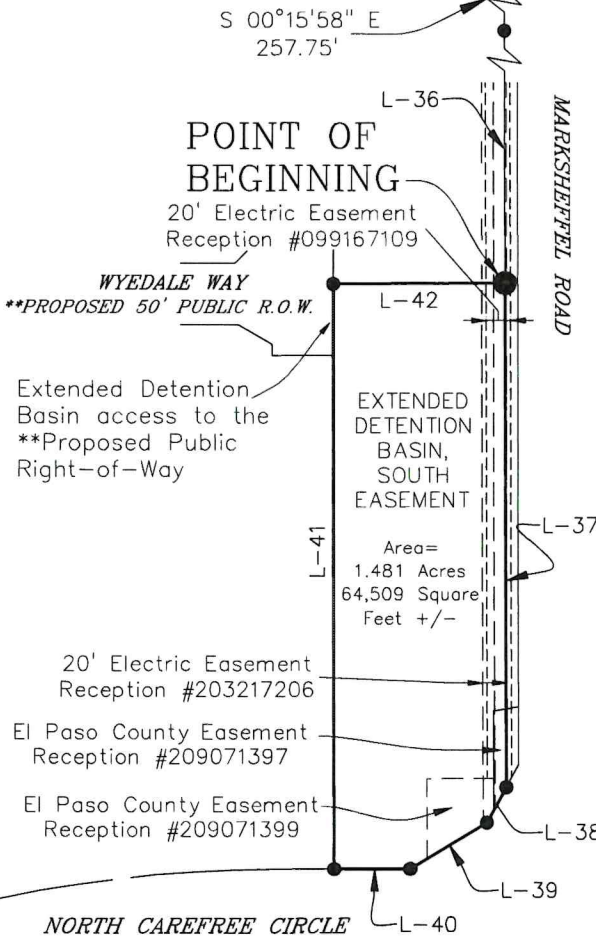
SCALE: 1"=150'




CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C-2	54.06'	50.64'	61°10'00"	S85°52'56"E	51.53'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L-25	339.61'	N89°56'53"E
L-26	296.79'	S77°13'21"W
L-27	81.11'	S14°41'09"E
L-28	397.87'	S77°39'54"E
L-29	97.95'	N63°24'07"E
L-30	173.02'	N47°01'52"E
L-31	287.41'	S50°34'05"E
L-32	254.58'	N3°10'04"W
L-33	70.30'	N89°56'53"E
L-34	15.00'	N89°24'24"E
L-35	938.32'	S0°15'53"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L-36	525.31'	S0°15'48"E
L-37	408.86'	S0°15'48"E
L-38	32.99'	S29°00'24"W
L-39	73.00'	S59°08'42"W
L-40	61.17'	S89°48'47"W
L-41	474.75'	N0°14'54"W
L-42	140.02'	N89°45'06"E



** PROPOSED PLAT OF WINDERMERE FILING NO. 1, PCD FILE SF-21 26
 NOTE: THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS MAP IS TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:

Drexel, Barrell & Co. Engineers/Surveyors
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Revisions - Date	Date	Drawn By	Job No.
	03-11-22	AYC	21187-01
	Scale	Checked By	Drawing No.
	1" = 150'	JCD	21187-01_S. ESMT DET BASIN