

**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 4-Way Ranch Joint Venture (Developer) AND 4-Way Ranch Metropolitan District No. 2, (Metro District) a Colorado corporation and political subdivision. 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 Waterbury Filings 1 & 2; 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 land use to be known as Waterbury Filings 1 & 2 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 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, Developer desires to construct for the land use 3 detention basin/stormwater quality BMP(s) (Pond 1, Pond 2 and Pond 3) and Runoff Reduction in the form of Grass Buffers as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County's MS4 Permit, and to provide for operating, cleaning, maintaining and repairing such detention basin/BMP(s); and

J. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that will be platted as Tract B for Pond 1 in Waterbury Filings 1 & 2, the attached easement in Exhibit B for Pond 2 & 3 and Lots 40 and 42 for Grass Buffers in Waterbury Filings 1 & 2, as indicated on the final plat of the subdivision, and as set forth on Exhibit B attached hereto; and

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

L. WHEREAS, it is the County's experience that developers historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs, and that these detention basins/BMPs and Grass Buffers, 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 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) and Grass Buffers serving this land use due to the Developer's failure to meet its obligations to do the same; and

N. WHEREAS, the County conditions approval of this land use on the Developer's promise to so construct the detention basin/BMP(s) and Grass Buffers, and further conditions approval on the Developer'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 land use; and

O. WHEREAS, the County could condition land use 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 promises contained herein; and

P. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this land use 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

## 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 on that portion of the Property described in Exhibit B attached hereto and incorporated herein by this reference, 3 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 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 Development Services 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 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 Developer 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 their own cost and expense. No trees or shrubs that will impair the structural integrity of the detention basin/BMP(s) shall be planted or allowed to grow on the detention basin/BMP(s).
  
5. Creation of Easement: Developer hereby grants the County a non-exclusive perpetual easement upon and across that portion of the Property described in Exhibit A. 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).

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin/BMP(s) is not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer 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 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 agrees and covenants, for itself and its 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 Districts execution of this Agreement is a condition of subdivision approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. Conveyance of Tract B for Pond 1 in Waterbury Filings 1 & 2, the attached easement in Exhibit B for Pond 2 & 3 and Lots 40 and 42 for Grass Buffers in Waterbury Filings 1 & 2, from the Developer to the Metro District (which will include a reservation of easement in favor of the County for purposed of accessing, inspecting, cleaning, maintaining, and repairing the detention basins/BMPs and the Grass Buffers, 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 basins/ BMPs and Grass Buffers.

9. Agreement Monitored by El Paso County Planning and Community Development Department and/or El Paso County Department of Public Works: Any and all actions and decisions to be made hereunder by the County shall be made by the Director of the El Paso County Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works. Accordingly, any and all documents, submissions, plan approvals, inspections, etc. shall be submitted to and shall be made by the Director of the Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works.

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer agrees, for itself and its successors and assigns, that they will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their respective intentional or negligent acts, errors or omissions or that of their agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the detention basin/BMP(s), and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law.

11. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.

12. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Developer, 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 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, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

14. Applicable Law and Venue: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in the El Paso County District Court.

15. Limitation on Developer’s Obligation and Liability: The Obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat as described in Paragraph Three (3) if the Recitals set forth above is recorded and the Developer completes the construction of the detention basin/ BMP(s) and transfers all applicable maintenance and operation responsibilities to the Metro District. By execution of this agreement, the Metro District agrees to accept all responsibilities and to perform all duties assigned to it, including those of the Developer, as specified herein, upon transfer of Tract B for Pond 1 in Waterbury Filings 1 & 2, the attached easement in Exhibit B for Pond 2 & 3 and Lots 40 and 42 for Grass Buffers in Waterbury Filings 1 & 2 from Developer to Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

4-Way Ranch Joint Venture

By: \_\_\_\_\_  
Name, title

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ Title \_\_\_\_\_, 4-Way Ranch Joint Venture

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

Attest:

\_\_\_\_\_  
County Clerk and Recorder

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, Executive Director of the El Paso County Planning and Community  
Development Department, as Attested to by \_\_\_\_\_, County Clerk and Recorder.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Approved as to Content and Form:

\_\_\_\_\_  
Assistant County Attorney

Exhibit A – Legal Description

LOT 36 CLAREMONT BUSINESS PARK FIL NO 2



Exhibit B – Plat



EXHIBIT A

**LEGAL DESCRIPTION:** DRAINAGE EASEMENT

A TRACT OF LAND BEING A PORTION OF SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF SAID SECTION 28, BEING MONUMENTED AT EACH END BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087" AND ASSUMED TO BEAR S89°47'04"E, A DISTANCE OF 5,285.07 FEET.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE S02°57'46"E, A DISTANCE OF 3,337.73 FEET TO THE POINT OF BEGINNING; THENCE S84°07'01"E, A DISTANCE OF 223.34 FEET; THENCE S87°26'34"E, A DISTANCE OF 63.00 FEET; THENCE S71°11'29"E, A DISTANCE OF 45.82 FEET; THENCE S41°52'53"E, A DISTANCE OF 75.23 FEET; THENCE S74°50'57"E, A DISTANCE OF 62.49 FEET; THENCE N67°40'48"E, A DISTANCE OF 348.71 FEET; THENCE S55°11'30"E, A DISTANCE OF 76.51 FEET; THENCE S58°10'15"E, A DISTANCE OF 66.71 FEET; THENCE N86°27'21"E, A DISTANCE OF 119.28 FEET; THENCE S42°56'20"E, A DISTANCE OF 115.28 FEET; THENCE S16°59'38"E, A DISTANCE OF 63.32 FEET; THENCE N89°33'41"E, A DISTANCE OF 159.38 FEET; THENCE S00°26'19"E, A DISTANCE OF 177.59 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 23°33'23", A RADIUS OF 60.00 FEET; A DISTANCE OF 24.67 FEET TO A POINT OF REVERSE CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 137°06'47", A RADIUS OF 60.00 FEET, A DISTANCE OF 143.58 FEET TO A POINT OF REVERSE CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 23°33'23", A RADIUS OF 60.00 FEET, A DISTANCE OF 24.67 FEET TO A POINT OF TANGENT; THENCE N89°33'41"E, A DISTANCE OF 175.53 FEET; THENCE S00°27'02"E, A DISTANCE OF 359.89 FEET; THENCE S89°34'31"W, A DISTANCE OF 190.82 FEET; THENCE S13°38'53"W, A DISTANCE OF 3.14 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 46°12'58", A RADIUS OF 86.00 FEET, A DISTANCE OF 69.37 FEET TO A POINT OF TANGENT; THENCE S59°51'51"W, A DISTANCE OF 101.46 FEET; THENCE S20°39'14"E, A DISTANCE OF 58.91 FEET; THENCE S09°14'55"E, A DISTANCE OF 110.75 FEET; THENCE S02°57'19"W, A DISTANCE OF 100.46 FEET; THENCE S07°47'21"E, A DISTANCE OF 78.59 FEET; THENCE S36°18'58"E, A DISTANCE OF 88.66 FEET; THENCE S51°35'49"E, A DISTANCE OF 89.32 FEET; THENCE S71°01'21"E, A DISTANCE OF 284.32 FEET; THENCE S89°12'53"E, A DISTANCE OF 331.51 FEET; THENCE N17°37'46"W, A DISTANCE OF 69.69 FEET; THENCE N70°29'01"W, A DISTANCE OF 141.15 FEET; THENCE N12°30'37"E, A DISTANCE OF 30.23 FEET; THENCE N39°58'03"W, A DISTANCE OF 55.21 FEET; THENCE N47°33'57"E, A DISTANCE OF 192.45 FEET; THENCE N86°51'25"E, A DISTANCE OF 167.64 FEET; THENCE S24°23'26"E, A DISTANCE OF 50.77 FEET; THENCE S17°37'46"E, A DISTANCE OF 294.28 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF A SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 208025323 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE ON SAID NORTHERLY BOUNDARY THE FOLLOWING FIFTEEN (15) COURSES:

1. N90°00'00"W, A DISTANCE OF 36.51 FEET;
2. S81°21'20"W, A DISTANCE OF 79.00 FEET;
3. S69°17'32"W, A DISTANCE OF 67.16 FEET;
4. S62°43'20"W, A DISTANCE OF 59.22 FEET;
5. S80°50'46"W, A DISTANCE OF 53.31 FEET;
6. N72°21'55"W, A DISTANCE OF 39.19 FEET;



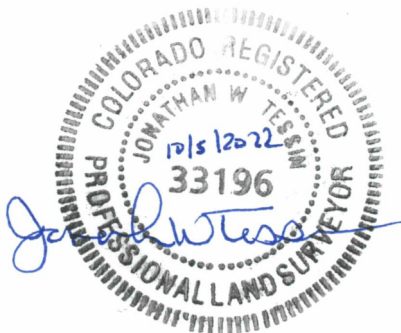
- 7. N65°00'13"W, A DISTANCE OF 28.10 FEET;
- 8. N80°32'47"W, A DISTANCE OF 61.96 FEET;
- 9. N88°09'15"W, A DISTANCE OF 52.66 FEET;
- 10. S82°46'11"W, A DISTANCE OF 108.65 FEET;
- 11. N61°19'38"W, A DISTANCE OF 141.06 FEET;
- 12. N80°48'35"W, A DISTANCE OF 101.84 FEET;
- 13. N64°09'57"W, A DISTANCE OF 94.87 FEET;
- 14. N47°17'41"W, A DISTANCE OF 86.33 FEET;
- 15. N33°21'54"W, A DISTANCE OF 38.41 FEET;

THENCE N21°00'38"W, A DISTANCE OF 85.08 FEET; THENCE N16°26'35"W, A DISTANCE OF 114.20 FEET; THENCE N19°54'11"W, A DISTANCE OF 51.22 FEET; THENCE N22°21'31"W, A DISTANCE OF 66.20 FEET; THENCE N25°07'25"W, A DISTANCE OF 66.02 FEET; THENCE N27°50'37"W, A DISTANCE OF 65.16 FEET, THENCE N16°07'17"W, A DISTANCE OF 73.88 FEET; THENCE N16°09'50"W, A DISTANCE OF 50.00 FEET; THENCE N17°29'03"W, A DISTANCE OF 124.83 FEET; THENCE N03°18'02"E, A DISTANCE OF 205.74 FEET; THENCE N19°08'47"W, A DISTANCE OF 73.79 FEET; THENCE N21°08'32"W, A DISTANCE OF 89.56 FEET; THENCE N30°56'30"W, A DISTANCE OF 81.87 FEET; THENCE N34°05'25"W, A DISTANCE OF 72.65 FEET; THENCE N41°02'14"W, A DISTANCE OF 144.45 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N40°58'40"W, HAVING A DELTA OF 08°00'18", A RADIUS OF 1,225.00 FEET, A DISTANCE OF 171.15 FEET TO A POINT ON CURVE; THENCE N32°58'22"W, A DISTANCE OF 124.73 FEET; THENCE S58°57'56"W, A DISTANCE OF 65.28 FEET; THENCE S62°03'54"W, A DISTANCE OF 62.85 FEET; THENCE S65°20'20"W, A DISTANCE OF 62.85 FEET; THENCE N54°30'12"W, A DISTANCE OF 127.59 FEET; THENCE N49°30'51"W, A DISTANCE OF 62.29 FEET; THENCE S46°16'35"W, A DISTANCE OF 59.47 FEET; THENCE S72°34'31"W, A DISTANCE OF 64.44 FEET; THENCE N71°47'57"W, A DISTANCE OF 205.75 FEET; THENCE N23°23'58"E, A DISTANCE OF 63.18 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 537,850 SQUARE FEET OR 12.347 ACRES, MORE OR LESS.

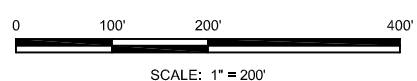
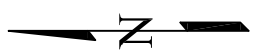
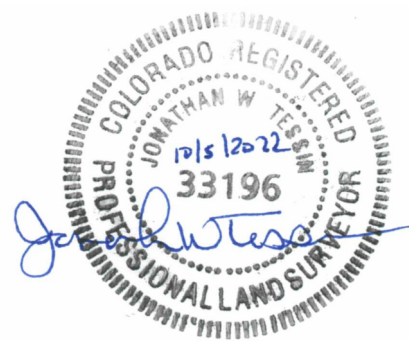
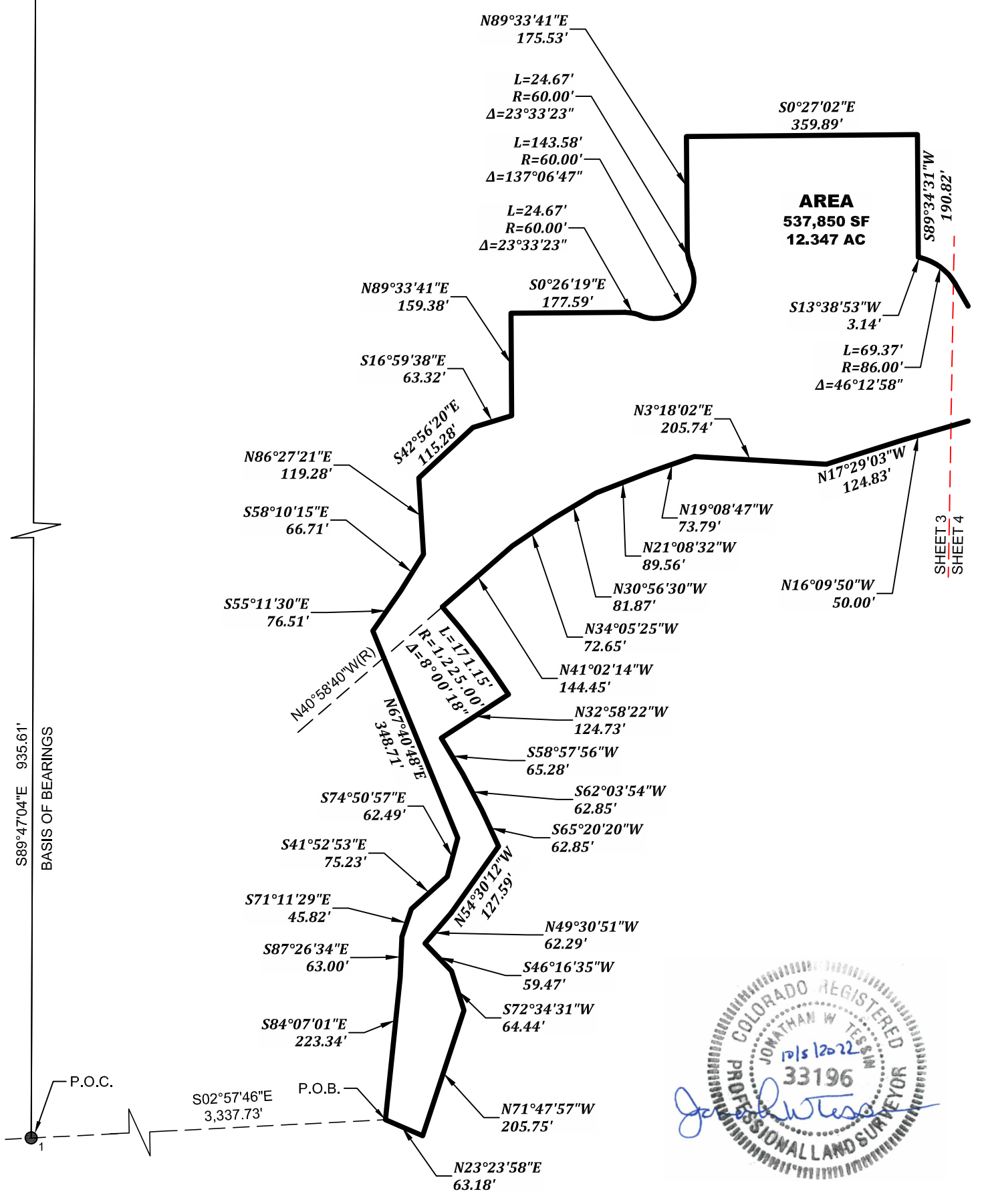
**LEGAL DESCRIPTION STATEMENT**

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



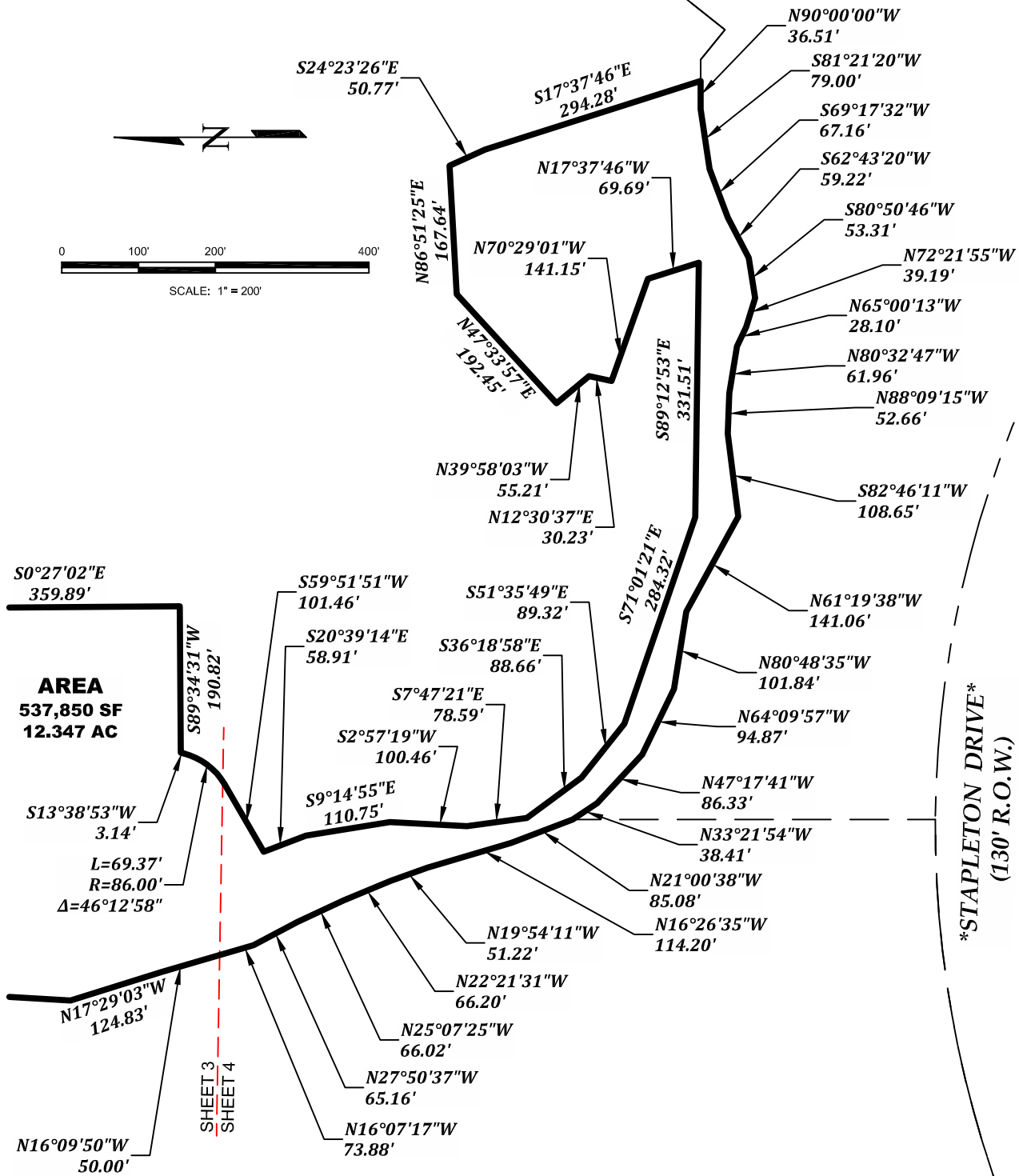
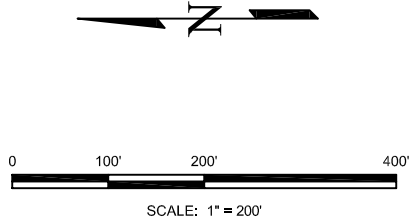
JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR  
COLORADO PLS NO. 33196  
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

# EXHIBIT B



# EXHIBIT B

REC. NO.  
208025323

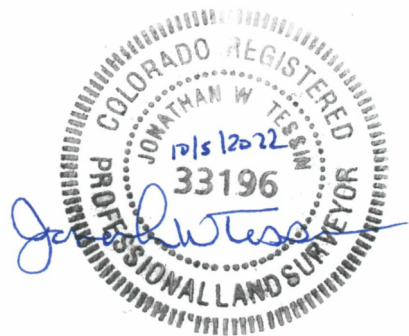


**AREA**  
537,850 SF  
12.347 AC

\*STAPLETON DRIVE\*  
(130' R.O.W.)

**LEGEND:**

- 1 FOUND 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087"
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- (R) RADIAL BEARING



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



**EDWARD-JAMES SURVEYING, INC.**  
926 Elkton Dr. 4732 Eagleridge Circle  
Colorado Springs, CO 80907 Pueblo, CO 81008  
(719) 576-1216 (719) 545-6240  
10-04-2022 JOB NO. 2117-00  
DRAINAGE EASEMENT SHEET 4 OF 4