

**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 GTL DEVELOPMENT, INC. (“Developer”) and MERIDIAN SERVICE METROPOLITAN DISTRICT (“Metro District”), a quasi-municipal corporation and political subdivision of the State of Colorado. The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

A. WHEREAS, the Metro District provides various municipal services to certain real property in El Paso County, Colorado referred to as Meridian Ranch; and

B. WHEREAS, Developer is the owner of certain real estate in El Paso County, Colorado, which property is legally described in Exhibit A attached hereto and incorporated herein by this reference (the “Subdivision”); and

C. WHEREAS, Developer desires to plat and develop on the Subdivision a subdivision to be known as WindingWalk Filing 1 at Meridian Ranch; and

D. WHEREAS, the development of the Subdivision will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Subdivision, and, therefore, it is in the best interest of public health, safety and welfare for the County to condition approval of the 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

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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 one detention basin (the "Detention Basin") 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; and

J. WHEREAS, Developer desires to construct the Detention Basin on property as set forth on Exhibit B attached hereto; and

K. WHEREAS, Developer shall be charged with the duty of constructing the Detention Basin and the Metro District shall be charged with the duties of operating, maintaining and repairing the Detention Basin on the property to be platted as Tract D, WindingWalk Filing 1 at Meridian Ranch, as depicted in Exhibit B (the "Property"); 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, and that these detention basins, 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 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 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, 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 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, direct the Metro District to repair or maintain, if necessary, and, when so necessary due to the Metro District's failure to repair or maintain, to clean, maintain and/or repair the Detention Basin; 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 Subdivision, 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 the Property one Detention Basin. Developer shall not commence construction of the Detention Basin until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the Detention Basin and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the detention basin in substantial compliance with the County-approved plans and specifications for the Detention Basin. 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 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 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 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, 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 shall be planted or allowed to grow on the Detention Basin.
5. Creation of Easement: Developer hereby grants the County and the Metro District a non-exclusive perpetual easement upon and across the Property for the sole purpose to allow the County and the Metro District to construct, re-construct, access, inspect, clean, repair and maintain the Detention Basin (the "Easement"); however, the creation of the Easement does not expressly or implicitly impose on the County a duty to so construct, reconstruct, inspect, clean, repair or maintain the Detention Basin.

6. County's Rights and Obligations: Any time the County determines, in the sole and reasonable exercise of its discretion, that the Detention Basin is not properly constructed, reconstructed, cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer, and/or the Metro District and their respective successors and assigns, that the Detention Basin needs to be constructed, reconstructed, cleaned, maintained and/or otherwise repaired. This 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.

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 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 the Property, as indicated on Exhibit B, from Developer to the Metro District (which will include a reservation of easement in favor of the County for purposes of constructing, reconstructing, accessing, inspecting, cleaning, maintaining, and repairing the Detention Basin), 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 after the Metro District has accepted the construction of and the maintenance of the Detention Basin from the Developer shall be provided to the County or will be recorded.

The County shall have the right, in the sole and reasonable 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 Development Services 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 Development Services 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 Development Services Department and/or the Director of the El Paso County Department of Public Works.

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer and the Metro District agree, for themselves, their respective successors and assigns, that they will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their respective intentional or negligent acts, errors or omissions or that of their agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the Detention Basin.

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

12. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Developer, the Metro District, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

13. Solid Waste or Hazardous Materials: Should any refuse from the Detention Basin 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/or 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/or the Metro District, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

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

15. Limitation on Developer's Obligation and Liability: The obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat as described in Paragraph Three (3) of the Recitals set forth above is recorded and the Developer completes to the satisfaction of the Metro District the construction of the Detention Basin 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 the Property from Developer to the Metro District.

16. Notices. All notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by certified or registered mail, postage prepaid and return receipt requested, addressed as follows:

To County: _____

To Metro District: David A. Pelser
Meridian Ranch Metropolitan District
11886 Stapleton Dr
Falcon, CO 80831
(719) 495-6567

To Developer: Raul Guzman
GTL Development, Inc.
3575 Kenyon St., Suite 2011
San Diego, CA 92110
(619) 223-1663

or at such other address as either party hereto may hereafter or from time to time designate by written notice to the other party given in accordance herewith. Notice shall be considered given when personally delivered or mailed, and shall be considered received on the earlier of the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is given.

17. Liens. Developer shall not create or permit any liens to be placed upon the Property as a result of the construction of the Detention Pond, and in the event any such lien is placed upon such property, Developer will remove the same within thirty (30) days thereafter.

18. No Waiver of Governmental Immunity. The parties hereto understand and agree that the County and the Metro District are relying on and do not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., as from time to time amended, or otherwise available to the County and/or Metro District..

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 18th day of JUNE, 2018, by:

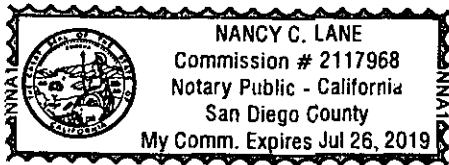
GTL Development, Inc.


By: 
Raul Guzman, Vice President

The foregoing instrument was acknowledged before me this 19th day of June, 2018, by Raul Guzman, Vice President, GTL Development, Inc.

Witness my hand and official seal.


My commission expires: July 26, 2019




Notary Public

Executed this 18th day of June, 2018, by:

MERIDIAN SERVICE METROPOLITAN DISTRICT

By: 
Milton Gabrielski, President

Attest:

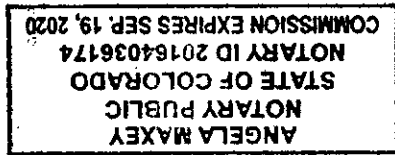
By: 
Wayne Reorda, Secretary


The foregoing instrument was acknowledged before me this 18 day of June,

2018, by Milton Gabrielski, President, and Wayne Reorda, Secretary, MERIDIAN SERVICE METROPOLITAN DISTRICT

Witness my hand and official seal.

My commission expires: September 19, 2020



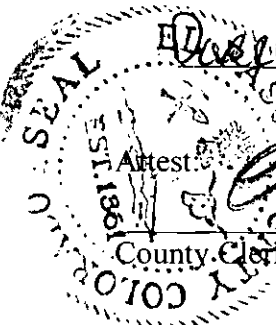

Notary Public

Executed this 2nd day of October, 2018, by:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: Daryl Glenn

Daryl Glenn, President



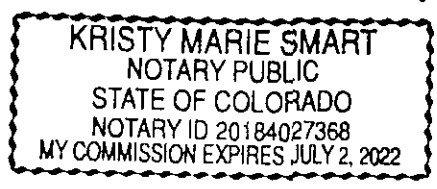
Attest: Charles D Broerman

County Clerk and Recorder

The foregoing instrument was acknowledged before me this 2nd day of October, 2018, by Daryl Glenn, President of the Board of County Commissioners of El Paso County, Colorado, as Attested to by _____, County Clerk and Recorder.

Witness my hand and official seal.

My commission expires: July 2, 2022



[Signature]
Notary Public

Approved as to Content and Form:

Lori L. Seago
Assistant County Attorney

LEGAL DESCRIPTION WINDINGWALK FILING 1 AT MERIDIAN RANCH:

KNOW ALL MEN BY THESE PRESENTS:

THAT GTL, INC. DBA GTL DEVELOPMENT, INC., THEODORE TCHANG, PRESIDENT; BEING THE OWNERS OF THE FOLLOWING DESCRIBED TRACTS OF LAND:

A PARCEL OF LAND LOCATED IN A PORTIONS OF SECTION 29, 30, AND 32, IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, INCLUDING ALL OF TRACT F OF THE METROPOLITAN CLUB RECORDED WITH RECEPTION NO. 208712913 IN THE RECORDS OF EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN MOST CORNER OF TRACT D OF STONEBRIDGE FILING NO. 1 AT MERIDIAN RANCH, RECORDED WITH RECEPTION NO. 215713582 IN THE RECORDS OF EL PASO COUNTY;

THE FOLLOWING COURSE IS ON SAID SOUTHERLY LINE OF TRACT D:

1. THENCE N76°25'11"E A DISTANCE OF 375.00 FEET;
2. THENCE S78°55'18"E A DISTANCE OF 200.00 FEET;
3. THENCE S38°44'01"E A DISTANCE OF 300.00 FEET;
4. THENCE S86°37'24"E A DISTANCE OF 475.00 FEET;
5. THENCE N79°31'13"E A DISTANCE OF 400.00 FEET;
6. THENCE N64°36'19"E A DISTANCE OF 400.00 FEET;
7. THENCE N82°25'21"E A DISTANCE OF 800.00 FEET;
8. THENCE N20°23'46"W A DISTANCE OF 350.00 FEET;
9. THENCE N58°13'49"W A DISTANCE OF 206.93 FEET;
10. THENCE N68°53'37"W A DISTANCE OF 140.36 FEET;
11. THENCE N65°03'17"W A DISTANCE OF 145.00 FEET;
12. THENCE N60°08'41"W A DISTANCE OF 60.00 FEET;
13. THENCE N54°59'06"W A DISTANCE OF 123.00 FEET;
14. THENCE N49°16'15"W A DISTANCE OF 58.53 FEET;
15. THENCE N46°40'09"W A DISTANCE OF 60.00 FEET;
16. THENCE N44°59'01"W A DISTANCE OF 59.00 FEET;
17. THENCE N38°56'54"W A DISTANCE OF 123.00 FEET;
18. THENCE N33°47'19"W A DISTANCE OF 60.00 FEET;
19. THENCE N12°21'07"E A DISTANCE OF 8.00 FEET;
20. THENCE N31°45'35"W A DISTANCE OF 134.54 FEET TO A POINT ON THE BOUNDARY OF SAID STONEBRIDGE FILING NO. 1 AT MERIDIAN RANCH;

THE FOLLOWING THREE(3) COURSES ARE ON SAID BOUNDARY LINE:

21. THENCE N56°12'41"E A DISTANCE OF 25.16' TO A NON-TANGENT CURVE TO THE RIGHT;
22. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1030.00 FEET, A DELTA ANGLE OF 14°43'10", AN ARC LENGTH OF 264.61 FEET, WHOSE LONG CHORD BEARS N16°55'44"W A DISTANCE OF 263.88 FEET;
23. THENCE N80°25'51"E A DISTANCE OF 60.00 FEET TO A POINT ON THE BOUNDARY STONEBRIDGE FILING NO. 3 AT MERIDIAN RANCH, RECORDED WITH RECEPTION NO. 217714053 IN THE RECORDS OF EL PASO COUNTY AND A NON-TANGENT CURVE TO THE LEFT;

THE FOLLOWING TWO(2) COURSES ARE ON SAID BOUNDARY LINE:

24. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 970.00 FEET, A DELTA ANGLE OF 11°31'45", AN ARC LENGTH OF 195.19 FEET, WHOSE LONG CHORD BEARS S15°20'02"E A DISTANCE OF 194.86 FEET;
25. THENCE S66°06'02"W A DISTANCE OF 30.00 FEET;
26. THENCE S31°38'39"E A DISTANCE OF 206.41 FEET;
27. THENCE S23°57'47"E A DISTANCE OF 105.00 FEET;
28. THENCE S43°46'04"E A DISTANCE OF 160.00 FEET;
29. THENCE S55°03'09"E A DISTANCE OF 144.23 FEET;
30. THENCE S60°08'41"E A DISTANCE OF 60.00 FEET;
31. THENCE S61°52'11"E A DISTANCE OF 60.00 FEET;

32. THENCE S69°16'10"E A DISTANCE OF 120.43 FEET;
33. THENCE S69°58'55"E A DISTANCE OF 100.00 FEET;
34. THENCE S61°13'42"E A DISTANCE OF 97.00 FEET;
35. THENCE S54°18'56"E A DISTANCE OF 97.00 FEET;
36. THENCE S47°54'59"E A DISTANCE OF 105.00 FEET;
37. THENCE S42°33'34"E A DISTANCE OF 60.00 FEET;
38. THENCE S42°50'23"E A DISTANCE OF 125.00 FEET;
39. THENCE N47°26'26"E A DISTANCE OF 115.00 FEET;
40. THENCE N49°10'35"E A DISTANCE OF 165.08 FEET;
41. THENCE S51°49'02"E A DISTANCE OF 111.67 FEET;
42. THENCE N77°17'41"E A DISTANCE OF 109.21 FEET;
43. THENCE S48°41'56"E A DISTANCE OF 92.55 FEET;
44. THENCE S50°54'07"W A DISTANCE OF 125.10 FEET;
45. THENCE S46°39'10"W A DISTANCE OF 120.00 FEET;
46. THENCE S59°22'06"W A DISTANCE OF 120.00 FEET;
47. THENCE S67°43'26"W A DISTANCE OF 120.00 FEET;
48. THENCE S16°53'48"E A DISTANCE OF 130.00 FEET;
49. THENCE S16°53'48"E A DISTANCE OF 60.00 FEET;
50. THENCE S19°52'23"E A DISTANCE OF 124.00 FEET;
51. THENCE S13°41'16"E A DISTANCE OF 184.00 FEET;
52. THENCE S12°32'41"E A DISTANCE OF 60.00 FEET;
53. THENCE S12°32'41"E A DISTANCE OF 116.37 FEET;
54. THENCE S02°35'36"E A DISTANCE OF 27.08 FEET;
55. THENCE S10°28'55"E A DISTANCE OF 80.00 FEET;
56. THENCE N79°31'05"E A DISTANCE OF 28.00 FEET TO A CURVE TO THE LEFT;
57. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1540.00 FEET, A DELTA ANGLE OF 22°25'04", AN ARC LENGTH OF 602.55 FEET, WHOSE LONG CHORD BEARS N68°18'33"E A DISTANCE OF 598.71 FEET TO A POINT ON THE SOUTHERN BOUNDARY OF THE VISTAS FILING NO. 1 AT MERIDIAN RANCH, RECORDED WITH RECEPTION NO. 217713953 IN THE RECORDS OF EL PASO COUNTY;

THE FOLLOWING NINE(9) COURSES ARE ON SAID BOUNDARY LINE:

58. THENCE S32°53'59"E A DISTANCE OF 20.55 FEET;
59. THENCE S35°51'09"E A DISTANCE OF 223.61 FEET;
60. THENCE S39°48'46"E A DISTANCE OF 205.06 FEET;
61. THENCE S41°08'31"E A DISTANCE OF 105.12 FEET;
62. THENCE S35°41'22"E A DISTANCE OF 105.12 FEET;
63. THENCE S35°16'51"E A DISTANCE OF 70.00 FEET;
64. THENCE S41°20'14"E A DISTANCE OF 75.00 FEET;
65. THENCE S63°46'18"E A DISTANCE OF 75.00 FEET;
66. THENCE S51°15'18"E A DISTANCE OF 210.10 FEET TO A POINT ON THE SOUTHEASTERN CORNER OF SAID VISTAS FILING NO. 1 AT MERIDIAN RANCH AND THE WESTERLY RIGHT-OF-WAY LINE OF EASTONVILLE ROAD;
67. THENCE S38°44'41"W ALONG SAID EASTONVILLE RIGHT-OF-WAY A DISTANCE OF 408.79 FEET;
68. THENCE N89°23'27"W A DISTANCE OF 12.73 FEET TO THE NORTHEAST CORNER OF SAID TRACT F;

THE FOLLOWING SIX(6) COURSES ARE ON SAID TRACT LINE:

69. THENCE S38°47'27"W A DISTANCE OF 315.49 FEET;
70. THENCE N51°12'33"W A DISTANCE OF 21.28 FEET;
71. THENCE S38°47'27"W A DISTANCE OF 1.03 FEET;
72. THENCE S80°17'18"W A DISTANCE OF 55.16 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STAPLETON DRIVE;

THE FOLLOWING NINE(9) COURSES ARE ON SAID NORTHERLY RIGHT-OF-WAY LINE:

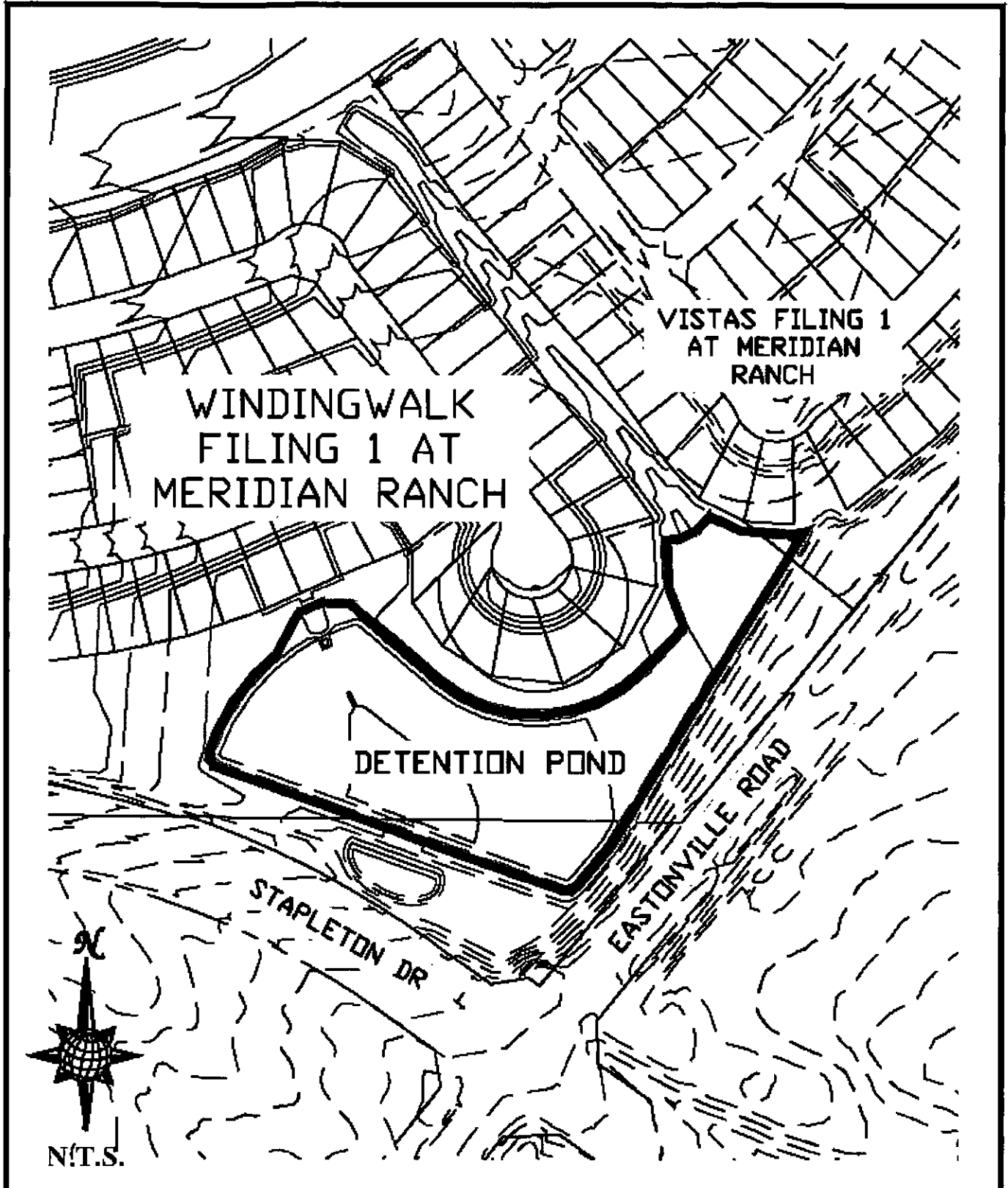
73. THENCE N54°42'42"W ON SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 113.89 FEET TO A CURVE TO THE LEFT;

74. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1415.00 FEET, A DELTA ANGLE OF 16°26'49", AN ARC LENGTH OF 406.18 FEET, WHOSE LONG CHORD BEARS N62°55'59"W A DISTANCE OF 404.78 FEET;
75. THENCE N89°25'42"W A DISTANCE OF 16.24 FEET TO A NON-TANGENT CURVE TO THE LEFT;
76. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1410.00 FEET, A DELTA ANGLE OF 17°51'47", AN ARC LENGTH OF 439.60 FEET, WHOSE LONG CHORD BEARS N80°43'00"W A DISTANCE OF 437.82 FEET;
77. THENCE N89°38'53"W A DISTANCE OF 835.50 FEET;
78. THENCE N46°47'48"W A DISTANCE OF 64.84 FEET;
79. THENCE N87°58'53"W A DISTANCE OF 120.05 FEET;
80. THENCE S43°01'13"W A DISTANCE OF 64.72 FEET;
81. THENCE N89°38'53"W A DISTANCE OF 963.75 FEET TO A POINT ON THE SOUTHEAST CORNER OF TRACT F, MERIDIAN RANCH FILING NO. 1 RECORDED WITH RECEPTION NO. 203036466 IN THE RECORDS OF EL PASO COUNTY;
82. THENCE N36°20'59"W ON SAID TRACT LINE A DISTANCE OF 24.74 FEET TO A POINT ON THE SOUTHEAST CORNER OF TRACT G, OF SAID STONEBRIDGE FILING NO. 1;
83. THENCE N36°20'59"W ON SAID TRACT LINE A DISTANCE OF 1691.39 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL OF LAND CONTAINS 113.911 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).

EXHIBIT B
"Property"



MERIDIAN RANCH
WINDINGWALK FILING 1
DETENTION POND MAINTENANCE AGREEMENT

EXHIBIT B

TECH CONTRACTORS
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