

EXHIBIT B TO ORDINANCE NO. 194, 2025

DocuSign Envelope ID: 2A1D22A7-926C-4AF4-865F-C73F08A77538

TEMPORARY CONSTRUCTION EASEMENT (City Property-Development Review)

Grantor: City of Fort Collins, Colorado, a municipal corporation
Grantor Signing Authority and Title: Jenni Arndt, Mayor
Grantor Mailing Address: C/O Real Estate Services, P.O. Box 580, Fort Collins, CO 80522
Grantor Phone Number/Email: (970) 221-6211 / RealEstateServices@fcgov.com

Grantee: Willox Development Partners, LLC, a Colorado limited liability company
Grantee Signing Authority and Title: James Righeimer, Manager
Grantee Mailing Address: 1510 Larimer Ridge Pkwy, Timnath, CO 80547
Grantee Phone Number/Email: 970-532-5891 / kristin@tbgroup.us

Project: Utilities and other Infrastructure Improvements to be installed by Grantee pursuant to the approved plans (the “Plans”) and specifications set forth in the Final Development Plan FDP240005 and associated documents, including any amendments thereto

Effective Date: Upon Grantor’s issuance of a Development Construction Permit for the Project, but no later than twelve (12) months after the date of mutual execution of this TCE

Expiration Date: One (1) year after the Effective Date, subject to the extension and revival permissions provided herein

Consideration: \$28,000, being \$9,075 (Alignment) + \$4,850 (TCE) + \$14,075 (Expenses)

Exhibit A – Larger Parcel Description: 1 page
Exhibit B – TCE Area Legal Description: 3 pages
Exhibit B – TCE Area Depiction: 3 pages

This **TEMPORARY CONSTRUCTION EASEMENT** (the “TCE”) is made and entered into by and between Grantor and Grantee on the dates written below, and the above referenced Exhibits A through C are attached hereto and made a part of this TCE.

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Larimer County, Colorado, which is legally described on **Exhibit A** (the “Larger Parcel”).
2. Grant of Easement. For and in consideration of the covenants and agreements herein set forth, the sum of the Consideration, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, Grantor grants, sells, and conveys to Grantee, its agents, contractors, successors, and assigns, a temporary construction easement (the “Easement”) on, over, under, and across that certain portion of the Larger Parcel described more fully on **Exhibit B** and depicted on **Exhibit C** (the “TCE Area”), subject to the conditions and restrictions set forth below.

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3. Purpose and Use of Easement.

A. During the term of this TCE, Grantee may use the TCE Area for the following temporary activities related to the Project:

- Construction activities;
- Marking the location of the TCE Area by suitable markers set in the ground;
- Storage and staging of materials and equipment;
- Fencing and gates for security and safety purposes;
- Ingress and egress to the construction site;
- The right to use existing gates in all fences which now cross or shall hereafter cross the TCE Area; and
- Restoration activities in accordance with this TCE.

B. Grantee's use of the Easement is subject to the following:

- Grantee may only access the TCE Area from any adjoining public right of way or other legal access point, and Grantee has no right of ingress and egress across any portion of the Larger Parcel not included in the TCE Area;
- If Grantor's main access to the Larger Parcel is located within the TCE Area, Grantee must allow for Grantor's reasonable access to the Larger Parcel;
- All activities by Grantee on the TCE Area must be carried out in a manner and on a schedule reasonably expected to minimize disturbance to the natural features of said property and Grantor's intended purposes and uses therefor;
- Grantee shall protect all trees located on the Larger Parcel from any damage by Grantee's construction activities, except as otherwise authorized in the Plans;
- Trees that need to be replaced due to construction related activities are to be born solely by Grantee and per assigned mitigation values as determined by City Forester, as provided for in the Plans.
- Grantee shall restore the TCE Area in accordance with Section 6 below and in accordance with the Plans;
- Any damage to Parks' irrigation infrastructure shall be repaired or replaced by Grantee at no cost to the City at the direction of the Grantor's Parks Department.
- Grantee shall have no right to install, maintain, or use new gates in any fences, unless it obtains the prior written consent of Grantor;
- Grantee shall provide Grantor notice of the date it intends to commence construction operations for the Project, insofar as said operations pertain to the TCE Area, at least seven (7) calendar days prior to such date, and Grantee shall coordinate such work in the TCE Area with Grantor;
- All activities by Grantee within the TCE Area must be carried out in a secure and sanitary manner and to prevent injury or damage to persons or property;
- Grantee shall provide Grantor notice of any accident, emergency, or other dangerous or hazardous occurrence within one calendar day of such occurrence and Grantee must make best efforts to correct or mitigate any such occurrence as soon as practicably possible; and

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- Grantee shall not be permitted to enter any portion of any building located within the TCE Area without obtaining the prior written consent of Grantor.

4. Grantor's Rights in the TCE Area. Grantor reserves the right to use the TCE Area for any purposes that will not interfere with Grantee's full enjoyment of the rights granted herein, including but not limited to the following:

- To operate or allow others to operate utility improvements within the TCE Area;
- To grant to third parties the right to use the TCE Area;
- To plant and maintain trees, shrubs, or other landscaping; and
- To install and/or utilize other improvements.

5. Maintenance of the TCE Area. During the term of this TCE, the Grantee will maintain the surface of the TCE Area, specifically limited to any conditions directly caused by Grantee's use and occupancy of the TCE Area or conditions reasonably within Grantee's control. Grantee will not deposit, or permit, or allow to be deposited any hazardous or combustible substance or material within the TCE Area.

6. Restoration of TCE Area.

- A. Prior to the Expiration Date, Grantee, in accordance with the requirements of this Section 6 and the requirements of the Plans, will make such repairs or take such other action as may be necessary to restore the TCE Area to a condition comparable to its condition as of the Effective Date (the "Construction Repairs"), including but not limited to the reseeding and replanting of any disturbed areas, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities.
- B. The parties acknowledge that the infrastructure improvements set forth in the Plans shall be considered part of the Construction Repairs and are authorized alterations to the Larger Parcel.
- C. The Grantee agrees to provide to Grantor a two-year maintenance guarantee and a two-year repair guarantee covering the design, construction, and maintenance of the Construction Repairs (the "Construction Guarantees"). The Construction Guarantees shall commence upon the date of the City's final approval and acceptance of the Construction Repairs, which shall be in writing (the "Final Approval"). Subject to the foregoing, the ownership of the Construction Repairs shall pass to Grantor upon Final Approval.
- D. If the Grantee is required by Grantor to perform work pursuant to the Restoration Guarantees after the automatic expiration of this TCE (the "Additional Work"), the terms and provisions of this TCE shall govern, and this TCE shall be revived for the limited purpose of Grantee's completion of the Additional Work. Any rights granted under this Paragraph 6(D) shall automatically expire upon Final Approval.

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- E. The parties agree that the Plans may contain more specific details regarding the Construction Repairs, and that the Plans shall control in the event of a conflict between this TCE and the Plans, insofar as they pertain to the specific requirements of Grantee.

7. Term.

- A. This TCE will commence on the Effective Date and will automatically terminate thirty (30) days after final completion of the Project, but in no event later than the Expiration Date. However, Grantee may unilaterally terminate this TCE prior to the Expiration Date by providing written notice to Grantor.
- B. Grantee shall have the unilateral option to extend the Expiration Date of this TCE for an additional twelve (12) months (the “Extended Expiration Date”), by providing Grantor written notice thereof and consideration therefore at least fifteen (15) days prior to the Expiration Date. The consideration due and payable for this extension of the Expiration Date shall be four thousand eight hundred fifty dollars (\$4,850).
- C. Other than the potential extension under Section 6(D) or the potential extension up to the Extended Expiration Date under Section 7(B), no additional extension of this TCE term shall be effective unless an amendment hereto is executed by both parties.

8. No Recordation. The parties agree that this TCE shall not be recorded by either party.

9. Authority. Each person executing this TCE represents and warrants that he or she is duly authorized to execute this TCE in his or her individual or representative capacity as indicated.

10. Representations of Grantor. Grantor makes no representations or warranties as to the lawful ownership of the Larger Parcel, and Grantee assumes responsibility for all due diligence related to this transaction.

11. Indemnity and Insurance.

- A. Grantee agrees to release and, unless Grantee is a governmental entity, indemnify Grantor, its officers, agents, employees, representatives, successors, and assigns from and against all claims that may accrue to Grantee for personal injury, death, or property damage resulting from or arising out of the Grantee’s use of the TCE Area or other activities on the Larger Parcel. To the extent permitted by law, and without waiving any of the provision so the Colorado Governmental Immunity Act, Grantee assumes responsibility, as between Grantor and Grantee, for any liability to third parties arising out of Grantee’s use of the Easement Area or other activities on Grantor’s Larger Parcel, including but not limited to the construction, installation, operation, repair, and maintenance of improvements within the Easement Area, and for any actions or omissions by Grantee in violation of this Conveyance.
- B. Grantee shall procure, pay for, and keep in full force and effect during the term of the TCE a comprehensive policy of general liability insurance insuring Grantee in an

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amount not less than One Million Dollars (\$1,000,000.00) covering bodily injury, including death to persons, personal injury, and property damage liability arising out of a single occurrence. Such coverage must include, without limitation, the insured's liability for property damage, bodily injuries, and death of persons in connection with Grantee's activities in the TCE Area or on Grantor's property (including acts or omissions of Grantee or of its officers, employees, or agents), and protection against liability for non-owned and hired automobiles.

- C. All policies of insurance required hereunder must name Grantor as an additional insured and shall contain a provision that the policy or policies cannot be canceled or materially altered either by the insured or the insurance company until fifteen (15) days' prior written notice thereof is given to Grantor. Upon issuance or renewal of any such insurance policy, Grantee shall furnish a certificate of insurance to Grantor.
- D. In the event Grantee fails or neglects to maintain, or require its contractor to procure and maintain, as applicable, the insurance required by this paragraph, then Grantor shall have the right, upon giving the Grantee reasonable notice of its election to do so, to take out and maintain such insurance at the expense of the Grantee, and in such event the cost of such insurance shall be paid for by the Grantee promptly upon receipt of an invoice covering such charges.

12. Notice.

- A. Any notice or other communication relating to this TCE must be in writing and shall be deemed given upon actual receipt at the physical or electronic mailing addresses set forth above, which may be amended by providing written notice to the other party.
- B. Grantee shall provide written notice to Grantor at least fifteen (15) days prior to the commencement of any construction operations in the TCE Area, including any Additional Work to be performed pursuant to this TCE.

13. Default, Remedies and Litigation Expenses. If a party to this TCE is in default in performance of its respective obligations hereunder, the other party has the right to an action for specific performance and/or damages. Prior to proceeding with any such action, the party not in default must first send written notice to the defaulting party specifying the default and affording such party a reasonable period to cure the default.

14. Assignment. The Grantee may not assign its rights under this TCE without the prior written consent of the acting Director of the Parks Department of the City of Fort Collins, Colorado. Assignment of this TCE shall not relieve the Grantee of its obligations under this TCE, and the Grantee shall remain jointly and severally liable for the Grantee's performance required by this TCE.

15. Additional Terms and Conditions. Whenever used herein, the singular number includes the plural, the plural the singular, and the use of any gender is applicable to all genders. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto, their agents, contractors, successors, and assigns. The parties agree that this TCE is to be construed and

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enforced according to the laws of Colorado, and venue for any proceeding relating to the subject matter of this TCE shall be in Larimer County, Colorado. If any term of this TCE is determined by any court to be unenforceable, the other terms of this TCE shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this TCE as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

16. Final Agreement. This TCE represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes and replaces all previous oral and written representations, understandings, and agreements between the parties pertaining to the subject matter of this TCE.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date(s) written below, but this TCE shall be effective as of the Effective Date, subject to the final passage of an Ordinance by the City Council of the City of Fort Collins, Colorado.

[Signatures on the following page(s)]

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GRANTOR:

City of Fort Collins, Colorado

Date: _____

By: _____
Jeni Arndt, Mayor

ATTEST:

(Print Name, Title)

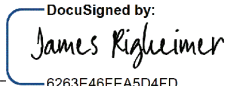
APPROVED AS TO FORM:

Assistant City Attorney

(Print Name, Title)

GRANTEE:

Wilcox Development Partners, LLC

By:  _____
James Righheimer, Manager

Date: 11/4/2025 _____

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Exhibit A Larger Parcel Description (Page 1 of 1)

Larger Parcel Description:

24.3129 acres, more or less, located in the N/2 of Section 2, T7N, R69W, 6th PM, Larimer County, Colorado, being more particularly described as Lot 1 of Lakewood Estates Mobile Home Park, recorded at Book 1638, Page 616, Clerk and Recorder's Records, Larimer County, Colorado.

Location Address:

520 Hickory St
Fort Collins, CO 80524

Assessor Parcel Number:

9702205901

Map:

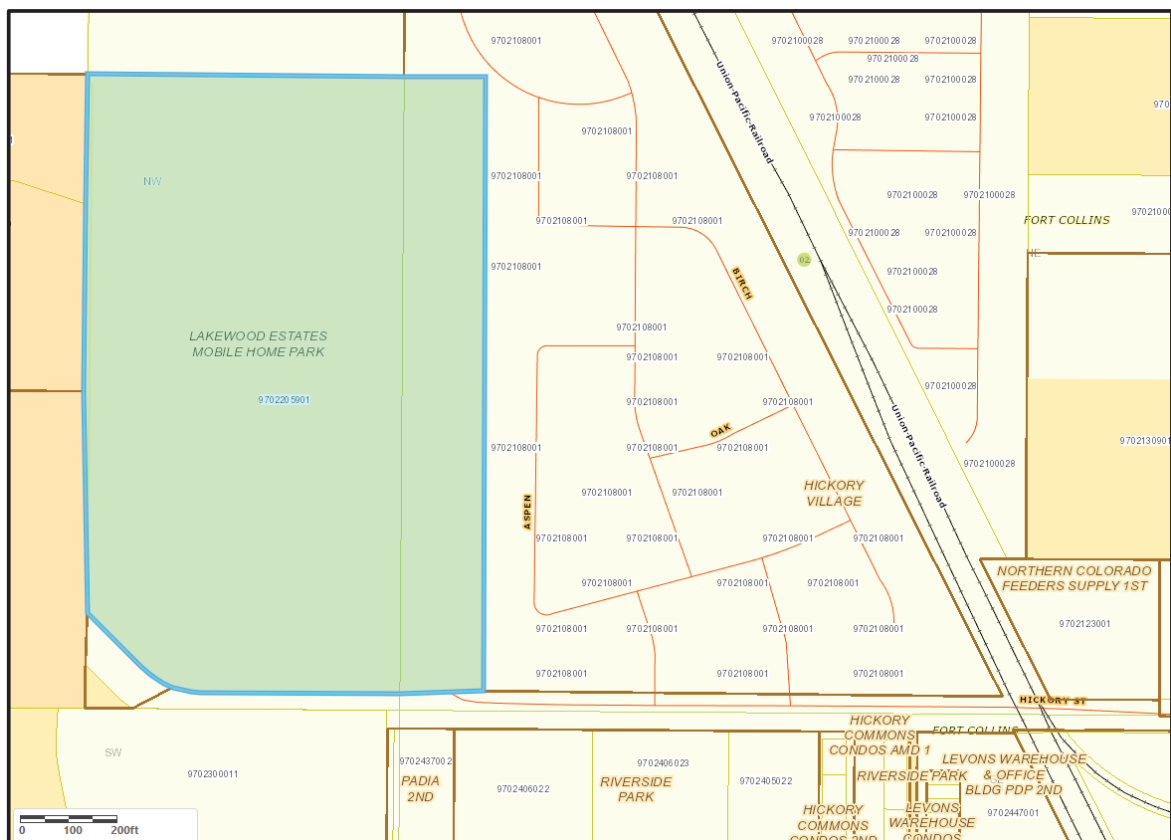


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Exhibit B TCE Area Legal Description (Page 1 of 3)

DESCRIPTION

A parcel of land being a portion of Lot 1, Lakewood Estates Mobile Home Park, recorded as Book 1638, Page 616 of the Records of Larimer County and situate within the North Half of Section 2, Township 7 North, Range 69 of the 6th P.M., City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows;

Considering the north line of the Southeast Quarter of the Northwest Quarter of Section 2 as bearing North 89° 19' 45" West with the Center-East-Northwest 1/64th corner being a 3 1/4" aluminum cap on #6 rebar stamped LS 38106 and the Center-North 1/16th corner being a 2 1/2" aluminum cap on #6 rebar and with all bearings contained herein relative thereto:

BEGINNING at the Center-North 1/16th corner of Section 2, said point being on the north line of Lot 1, Lakewood Estates Mobile Home Park, said point being **POINT OF BEGINNING 1**;
THENCE South 08° 09' 29" East, a distance of 7.89 feet;
THENCE along the arc of a curve to the right, a distance of 69.02 feet, said curve has a radius of 261.42 feet, a delta of 15° 07' 36" and is subtended by a chord bearing South 87° 39' 55" East, a distance of 68.82 feet;
THENCE along the arc of a curve to the right, a distance of 55.04 feet, said curve has a radius of 60.44 feet, a delta of 52° 10' 09" and is subtended by a chord bearing South 54° 01' 02" East, a distance of 53.15 feet;
THENCE North 33° 29' 42" East, a distance of 11.62 feet;
THENCE South 56° 30' 18" East, a distance of 18.25 feet;
THENCE South 33° 29' 42" West, a distance of 15.98 feet;
THENCE along the arc of a curve to the left, a distance of 48.66 feet, said curve has a radius of 131.84 feet, a delta of 21° 08' 41" and is subtended by a chord bearing South 37° 47' 26" West, a distance of 48.38 feet;
THENCE along the arc of a curve to the left, a distance of 128.40 feet, said curve has a radius of 149.73 feet, a delta of 49° 07' 50" and is subtended by a chord bearing South 02° 39' 11" West, a distance of 124.50 feet;
THENCE along the arc of a curve to the right, a distance of 134.59 feet, said curve has a radius of 217.00 feet, a delta of 35° 32' 16" and is subtended by a chord bearing South 04° 08' 36" East, a distance of 132.45 feet;
THENCE South 13° 37' 32" West, a distance of 54.99 feet; THENCE South 02° 01' 55" East, a distance of 41.58 feet;
THENCE North 89° 56' 58" East, a distance of 54.85 feet; THENCE South 00° 03' 02" East, a distance of 827.80 feet;
THENCE North 90° 00' 00" East, a distance of 10.82 feet; THENCE South 01° 01' 23" West, a distance of 16.75 feet;
THENCE North 89° 20' 01" West, a distance of 30.51 feet;
THENCE North 00° 03' 02" West, a distance of 824.17 feet;
THENCE South 89° 56' 58" West, a distance of 45.96 feet;
THENCE along the arc of a curve to the left, a distance of 90.58 feet, said curve has a radius of 439.00 feet, a delta of 11° 49' 20" and is subtended by a chord bearing South 01° 04' 15" East, a distance of 90.42 feet;
THENCE South 81° 53' 29" West, a distance of 20.00 feet;
THENCE along the arc of a curve to the right, a distance of 9.13 feet, said curve has a radius of 459.00 feet, a delta of 01° 08' 23" and is subtended by a chord bearing North 06° 27' 40" West, a distance of 9.13 feet;
THENCE along the arc of a curve to the right, a distance of 49.56 feet, said curve has a radius of 45.00 feet, a delta of 63° 06' 20" and is subtended by a chord bearing North 02° 57' 02" West, a distance of 47.10 feet;
THENCE along the arc of a curve to the right, a distance of 101.28 feet, said curve has a radius of 459.00 feet, a delta of 12° 38' 34" and is subtended by a chord bearing North 06° 18' 41" East, a distance of 101.08 feet;
THENCE North 02° 01' 55" West, a distance of 186.65 feet;
THENCE North 21° 09' 10" West, a distance of 10.00 feet;
THENCE along the arc of a curve to the left, a distance of 35.01 feet, said curve has a radius of 60.32 feet, a delta of 33° 15' 11" and is subtended by a chord bearing North 66° 21' 52" West, a distance of 34.52 feet;
THENCE along the arc of a curve to the left, a distance of 25.32 feet, said curve has a radius of 102.46 feet, a delta of 14° 09' 22" and is subtended by a chord bearing South 89° 21' 32" West, a distance of 25.25 feet;
THENCE along the arc of a curve to the left, a distance of 60.89 feet, said curve has a radius of 209.50 feet, a delta of 16° 39' 15" and is subtended by a chord bearing South 67° 52' 55" West, a distance of 60.68 feet;
THENCE South 60° 33' 30" West, a distance of 39.01 feet;
THENCE along the arc of a curve to the right, a distance of 38.73 feet, said curve has a radius of 116.00 feet, a delta of 19° 07' 41" and is subtended by a chord bearing South 70° 07' 21" West, a distance of 38.55 feet;
THENCE South 79° 41' 11" West, a distance of 74.53 feet;
THENCE along the arc of a curve to the left, a distance of 74.47 feet, said curve has a radius of 219.52 feet, a delta of 19° 26' 14" and is subtended by a chord bearing South 69° 00' 48" West, a distance of 74.12 feet;
THENCE along the arc of a curve to the left, a distance of 28.45 feet, said curve has a radius of 213.14 feet, a delta of 07° 38' 54" and is subtended by a chord bearing South 57° 14' 16" West, a distance of 28.43 feet;
THENCE along the arc of a curve to the left, a distance of 58.84 feet, said curve has a radius of 235.49 feet, a delta of 14° 19' 00" and is subtended by a chord bearing South 46° 15' 20" West, a distance of 58.69 feet;
THENCE along the arc of a curve to the left, a distance of 38.13 feet, said curve has a radius of 287.63 feet, a delta of 07° 35' 46" and is subtended by a chord bearing South 35° 17' 57" West, a distance of 38.10 feet;
THENCE along the arc of a curve to the left, a distance of 49.27 feet, said curve has a radius of 129.56 feet, a delta of 21° 47' 23" and is subtended by a chord bearing South 20° 36' 23" West, a distance of 48.97 feet;

Sheet

1

Of 6
Sheets



PROJECT:
987-012

DATE:
11/04/25

DRAWN BY:
L. SMITH

CLIENT:
CAPRI COLORADO LLC

SECTION-TWP-RGE:
S2-T7N-R69W

REVIEW BY:
R. TESSELY

THIS EXHIBIT IS NOT A
MONUMENTED LAND SURVEY.
IT IS MEANT TO AID IN THE
VISUALIZATION OF THE
ACCOMPANYING WRITTEN
DESCRIPTION. THE WRITTEN
DESCRIPTION SUPERCEDES THE
EXHIBIT DRAWING.

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DESCRIPTION

THENCE along the arc of a curve to the left, a distance of 44.65 feet, said curve has a radius of 396.50 feet, a delta of 06° 27' 05" and is subtended by a chord bearing South 06° 29' 09" West, a distance of 44.62 feet;
THENCE along the arc of a curve to the left, a distance of 51.62 feet, said curve has a radius of 122.99 feet, a delta of 24° 02' 46" and is subtended by a chord bearing South 08° 45' 47" East, a distance of 51.24 feet;
THENCE along the arc of a curve to the left, a distance of 21.21 feet, said curve has a radius of 203.96 feet, a delta of 05° 57' 33" and is subtended by a chord bearing South 23° 45' 56" East, a distance of 21.20 feet;
THENCE along the arc of a curve to the left, a distance of 46.01 feet, said curve has a radius of 426.27 feet, a delta of 06° 11' 04" and is subtended by a chord bearing South 29° 50' 15" East, a distance of 45.99 feet;
THENCE along the arc of a curve to the left, a distance of 42.92 feet, said curve has a radius of 1077.98 feet, a delta of 02° 16' 52" and is subtended by a chord bearing South 34° 04' 13" East, a distance of 42.92 feet;
THENCE along the arc of a curve to the right, a distance of 64.14 feet, said curve has a radius of 352.57 feet, a delta of 10° 25' 26" and is subtended by a chord bearing South 29° 59' 56" East, a distance of 64.06 feet;
THENCE along the arc of a curve to the right, a distance of 54.17 feet, said curve has a radius of 193.40 feet, a delta of 16° 02' 58" and is subtended by a chord bearing South 16° 45' 44" East, a distance of 54.00 feet;
THENCE along the arc of a curve to the right, a distance of 70.90 feet, said curve has a radius of 514.64 feet, a delta of 07° 53' 35" and is subtended by a chord bearing South 04° 47' 27" East, a distance of 70.84 feet;
THENCE South 00° 50' 40" East, a distance of 55.68 feet;
THENCE South 02° 16' 34" West, a distance of 13.37 feet;
THENCE South 80° 53' 27" West, a distance of 16.10 feet;
THENCE North 13° 14' 26" West, a distance of 15.54 feet;
THENCE North 00° 50' 40" West, a distance of 56.17 feet;
THENCE along the arc of a curve to the left, a distance of 68.14 feet, said curve has a radius of 494.64 feet, a delta of 07° 53' 35" and is subtended by a chord bearing North 04° 47' 27" West, a distance of 68.09 feet;
THENCE along the arc of a curve to the left, a distance of 48.57 feet, said curve has a radius of 173.40 feet, a delta of 16° 02' 58" and is subtended by a chord bearing North 16° 45' 44" West, a distance of 48.41 feet;
THENCE along the arc of a curve to the left, a distance of 60.51 feet, said curve has a radius of 332.57 feet, a delta of 10° 25' 26" and is subtended by a chord bearing North 29° 59' 56" West, a distance of 60.42 feet;
THENCE along the arc of a curve to the right, a distance of 43.72 feet, said curve has a radius of 1097.98 feet, a delta of 02° 16' 52" and is subtended by a chord bearing North 34° 04' 13" West, a distance of 43.71 feet;
THENCE along the arc of a curve to the right, a distance of 48.17 feet, said curve has a radius of 446.27 feet, a delta of 06° 11' 04" and is subtended by a chord bearing North 29° 50' 15" West, a distance of 48.15 feet;
THENCE along the arc of a curve to the right, a distance of 23.29 feet, said curve has a radius of 223.96 feet, a delta of 05° 57' 33" and is subtended by a chord bearing North 23° 45' 56" West, a distance of 23.28 feet;
THENCE along the arc of a curve to the right, a distance of 60.01 feet, said curve has a radius of 142.99 feet, a delta of 24° 02' 46" and is subtended by a chord bearing North 08° 45' 47" West, a distance of 59.57 feet;
THENCE along the arc of a curve to the right, a distance of 46.90 feet, said curve has a radius of 416.50 feet, a delta of 06° 27' 05" and is subtended by a chord bearing North 06° 29' 09" East, a distance of 46.87 feet;
THENCE along the arc of a curve to the right, a distance of 56.88 feet, said curve has a radius of 149.56 feet, a delta of 21° 47' 23" and is subtended by a chord bearing North 20° 36' 23" East, a distance of 56.53 feet;
THENCE along the arc of a curve to the right, a distance of 40.78 feet, said curve has a radius of 307.63 feet, a delta of 07° 35' 46" and is subtended by a chord bearing North 35° 17' 57" East, a distance of 40.75 feet;
THENCE along the arc of a curve to the right, a distance of 63.84 feet, said curve has a radius of 255.49 feet, a delta of 14° 19' 00" and is subtended by a chord bearing North 46° 15' 20" East, a distance of 63.67 feet;
THENCE along the arc of a curve to the right, a distance of 30.69 feet, said curve has a radius of 232.34 feet, a delta of 07° 34' 07" and is subtended by a chord bearing North 57° 11' 29" East, a distance of 30.67 feet;
THENCE along the arc of a curve to the right, a distance of 81.17 feet, said curve has a radius of 239.52 feet, a delta of 19° 25' 03" and is subtended by a chord bearing North 69° 02' 53" East, a distance of 80.79 feet;
THENCE North 79° 41' 08" East, a distance of 74.76 feet;
THENCE along the arc of a curve to the left, a distance of 32.05 feet, said curve has a radius of 96.00 feet, a delta of 19° 07' 41" and is subtended by a chord bearing North 70° 07' 21" East, a distance of 31.90 feet;
THENCE North 60° 33' 36" East, a distance of 38.77 feet;
THENCE along the arc of a curve to the right, a distance of 39.11 feet, said curve has a radius of 229.50 feet, a delta of 09° 45' 48" and is subtended by a chord bearing North 64° 27' 50" East, a distance of 39.06 feet;
THENCE North 71° 30' 54" East, a distance of 44.43 feet;
THENCE along the arc of a curve to the left, a distance of 28.98 feet, said curve has a radius of 95.00 feet, a delta of 17° 28' 51" and is subtended by a chord bearing North 61° 12' 36" East, a distance of 28.87 feet;
THENCE North 21° 09' 10" West, a distance of 133.48 feet to Point A;
THENCE along the arc of a curve to the right, a distance of 26.43 feet, said curve has a radius of 404.10 feet, a delta of 03° 44' 52" and is subtended by a chord bearing South 89° 07' 57" West, a distance of 26.43 feet;
THENCE along the arc of a curve to the right, a distance of 62.35 feet, said curve has a radius of 173.45 feet, a delta of 20° 35' 49" and is subtended by a chord bearing North 78° 41' 42" West, a distance of 62.02 feet;

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Of 6

Sheets



PROJECT:

987-012

DATE:

11/04/25

DRAWN BY:

L. SMITH

CLIENT:

CAPRI COLORADO LLC

SECTION-TWP-RGE:

S2-T7N-R69W

REVIEW BY:

R. TESSELY

THIS EXHIBIT IS NOT A
MONUMENTED LAND SURVEY.
IT IS MEANT TO AID IN THE
VISUALIZATION OF THE
ACCOMPANYING WRITTEN
DESCRIPTION. THE WRITTEN
DESCRIPTION SUPERCEDES THE
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EXHIBIT B TO ORDINANCE NO. 194, 2025

Docusign Envelope ID: 2A1D22A7-926C-4AF4-865F-C73F08A77538

DESCRIPTION

THENCE along the arc of a curve to the left, a distance of 37.69 feet, said curve has a radius of 307.89 feet, a delta of 07° 00' 53" and is subtended by a chord bearing North 71° 54' 14" West, a distance of 37.67 feet;
THENCE along the arc of a curve to the right, a distance of 5.58 feet, said curve has a radius of 30.20 feet, a delta of 10° 35' 41" and is subtended by a chord bearing North 70° 04' 44" West, a distance of 5.58 feet;
THENCE North 89° 19' 45" West, a distance of 477.55 feet;
THENCE South 00° 59' 22" West, a distance of 5.00 feet;
THENCE North 89° 19' 45" West, a distance of 10.00 feet;
THENCE South 00° 59' 22" West, a distance of 15.17 feet;
THENCE North 89° 00' 38" West, a distance of 30.00 feet;
THENCE North 00° 59' 21" East, a distance of 25.00 feet to the Center-East-Northwest 1/64th corner;
THENCE South 89° 19' 45" East, along the north line of said Lot 1, a distance of 567.36 feet;
THENCE along the arc of a curve to the left, a distance of 53.57 feet, said curve has a radius of 153.53 feet, a delta of 19° 59' 33" and is subtended by a chord bearing South 78° 59' 32" East, a distance of 53.30 feet;
THENCE along the arc of a curve to the left, a distance of 19.16 feet, said curve has a radius of 384.10 feet, a delta of 02° 51' 31" and is subtended by a chord bearing North 89° 34' 38" East, a distance of 19.16 feet;
THENCE North 08° 09' 29" West, a distance of 9.31 feet to said north line of Lot 1;
THENCE South 89° 19' 45" East, a distance of 20.24 feet, along said North line, to **POINT OF BEGINNING 1**, containing 69,429 square feet or 1.60 acres, more or less;

LESS: EXCEPTED AREA

COMMENCING at aforementioned Point A;

THENCE North 86° 00' 02" East, a distance of 20.93 feet to **POINT OF BEGINNING 2**;
THENCE along the arc of a curve to the right, a distance of 62.42 feet, said curve has a radius of 241.42 feet, a delta of 14° 48' 46" and is subtended by a chord bearing South 86° 24' 35" East, a distance of 62.24 feet;
THENCE along the arc of a curve to the right, a distance of 48.95 feet, said curve has a radius of 25.00 feet, a delta of 112° 10' 59" and is subtended by a chord bearing South 22° 54' 42" East, a distance of 41.50 feet;
THENCE along the arc of a curve to the left, a distance of 43.22 feet, said curve has a radius of 169.73 feet, a delta of 14° 35' 19" and is subtended by a chord bearing South 25° 53' 08" West, a distance of 43.10 feet;
THENCE along the arc of a curve to the right, a distance of 34.41 feet, said curve has a radius of 95.00 feet, a delta of 20° 45' 05" and is subtended by a chord bearing South 28° 58' 01" West, a distance of 34.22 feet;
THENCE North 21° 09' 10" West, a distance of 118.84 feet to **POINT OF BEGINNING 2**, containing 5,032 square feet or 0.12 acres, more or less;

Net Area contains 64,397 square feet or 1.48 acres, more or less;

May be subject to easements, rights-of-way, covenants and restrictions of record.

Exhibit attached hereto and made a part hereof.

SURVEYOR'S CERTIFICATE

I, Robert C. Tessely, a Colorado Professional Land Surveyor, do hereby certify that this property description was prepared under my personal supervision and checking, that it is true and correct to the best of my knowledge, information and belief and is in accordance with applicable standards of practice. This is not a guaranty or warranty, either expressed or implied. {4 CCR 730-1}.



Robert C. Tessely
Colorado Professional Land Surveyor No. 38470
For and on behalf of EPS Group, Inc.

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Of 6
Sheets



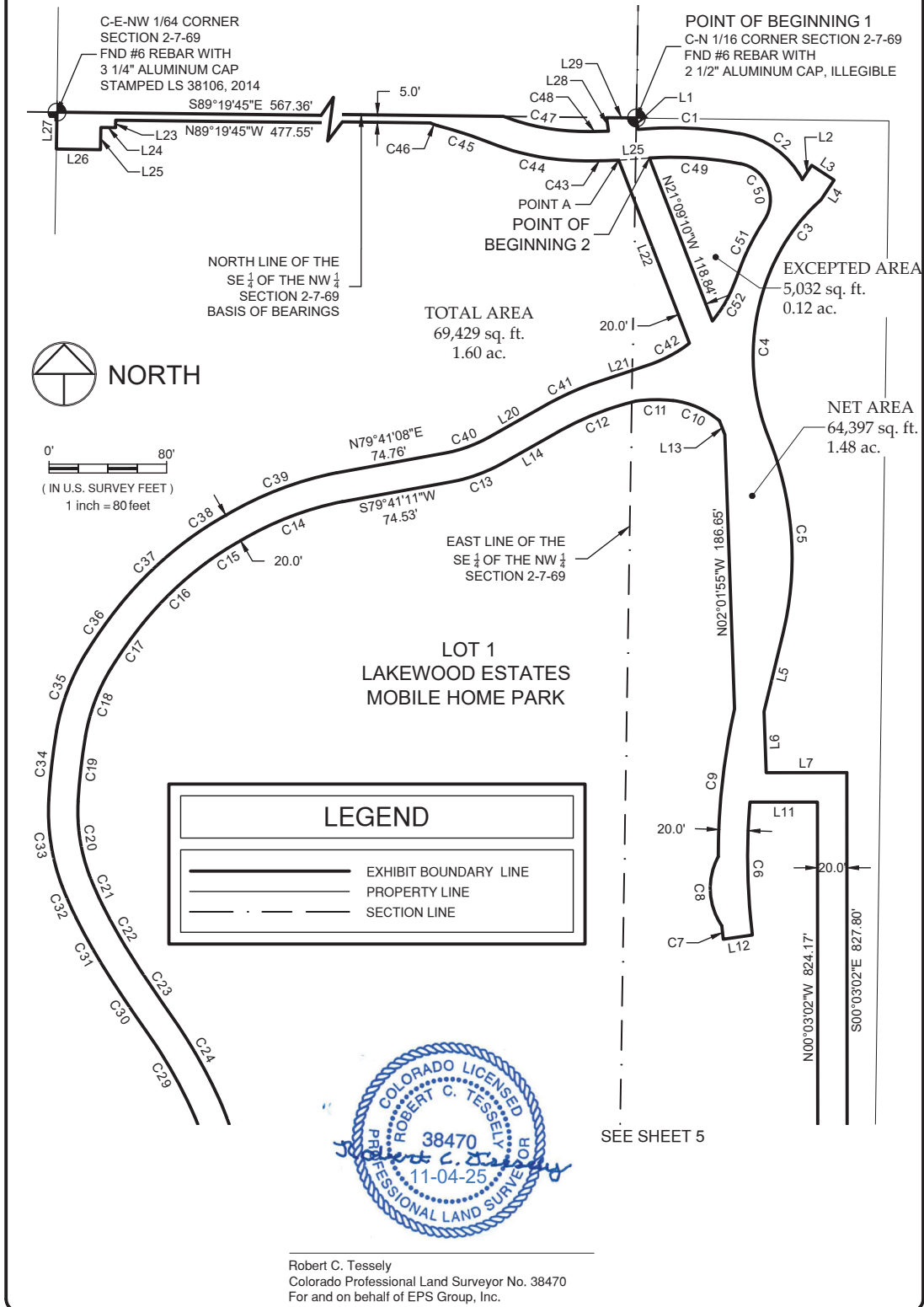
PROJECT: 987-012	CLIENT: CAPRI COLORADO LLC
DATE: 11/04/25	SECTION-TWP-RGE: S2-T7N-R69W
DRAWN BY: L. SMITH	REVIEW BY: R. TESSELY

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Exhibit C TCE Area Depiction (Page 1 of 3)



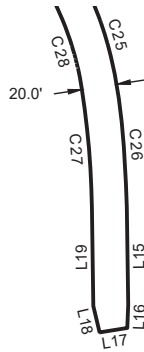
Sheet 4 Of 6 Sheets	 970.221.4158 epsgruoinc.com ARIZONA COLORADO	PROJECT: 987-012 DATE: 11/04/25 DRAWN BY: L. SMITH	CLIENT: CAPRI COLORADO LLC SECTION-TWP-RGE: S2-T7N-R69W REVIEW BY: R. TESSELY	THIS EXHIBIT IS NOT A MONUMENTED LAND SURVEY. IT IS MEANT TO AID IN THE VISUALIZATION OF THE ACCOMPANYING WRITTEN DESCRIPTION. THE WRITTEN DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.
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EXHIBIT B TO ORDINANCE NO. 194, 2025

Docusign Envelope ID: 2A1D22A7-926C-4AF4-865F-C73F08A77538

EXHIBIT

SEE SHEET 4



EAST LINE OF THE
SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$
SECTION 2-7-69

LOT 1
LAKEWOOD ESTATES
MOBILE HOME PARK



NORTH

0' 80'
(IN U.S. SURVEY FEET)
1 inch = 80 feet

20.0'

N00°03'01"L9/ 824.17'

S00°03'02"E 827.80'

L8

L9

L10

SOUTH LINE OF THE
NORTH $\frac{1}{2}$ SECTION 2-7-69

LEGEND

- EXHIBIT BOUNDARY LINE
- PROPERTY LINE
- SECTION LINE



Robert C. Tessely
Colorado Professional Land Surveyor No. 38470
For and on behalf of EPS Group, Inc.

Sheet
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Of 6
Sheets



PROJECT:
987-012

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11/04/25

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L. SMITH

CLIENT:
CAPRI COLORADO LLC

SECTION-TWP-RGE:
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DocuSign Envelope ID: 2A1D22A7-926C-4AF4-865F-C73F08A77538

EXHIBIT

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	69.02'	261.42'	15°07'36"	S87°39'55"E	68.82'
C2	55.04'	60.44'	52°10'09"	S54°01'02"E	53.15'
C3	48.66'	131.84'	21°08'41"	S37°47'26"W	48.38'
C4	128.40'	149.73'	49°07'50"	S02°39'11"W	124.50'
C5	134.59'	217.00'	35°32'16"	S04°08'36"E	132.45'
C6	90.58'	439.00'	11°49'20"	N01°04'15"W	90.42'
C7	9.13'	459.00'	1°08'23"	N06°27'40"W	9.13'
C8	49.56'	45.00'	63°06'20"	N02°57'02"W	47.10'
C9	101.28'	459.00'	12°38'34"	N06°18'41"E	101.08'
C10	35.01'	60.32'	33°15'11"	N66°21'52"W	34.52'
C11	25.32'	102.46'	14°09'22"	S89°21'32"W	25.25'
C12	60.89'	209.50'	16°39'15"	S67°52'55"W	60.68'
C13	38.73'	116.00'	19°07'41"	S70°07'21"W	38.55'
C14	74.47'	219.52'	19°26'14"	S69°00'48"W	74.12'
C15	28.45'	213.14'	7°38'54"	S57°14'16"W	28.43'
C16	58.84'	235.49'	14°19'00"	S46°15'20"W	58.69'
C17	38.13'	287.63'	7°35'46"	S35°17'57"W	38.10'
C18	49.27'	129.56'	21°47'23"	S20°36'23"W	48.97'
C19	44.65'	396.50'	6°27'05"	S06°29'09"W	44.62'
C20	51.62'	122.99'	24°02'46"	S08°45'47"E	51.24'
C21	21.21'	203.96'	5°57'33"	S23°45'56"E	21.20'
C22	46.01'	426.27'	6°11'04"	S29°50'15"E	45.99'
C23	42.92'	1077.98'	2°16'52"	S34°04'13"E	42.92'
C24	64.14'	352.57'	10°25'26"	S29°59'56"E	64.06'
C25	54.17'	193.40'	16°02'58"	S16°45'44"E	54.00'
C26	70.90'	514.64'	7°53'35"	S04°47'27"E	70.84'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C27	68.14'	494.64'	7°53'35"	N04°47'27"W	68.09'
C28	48.57'	173.40'	16°02'58"	N16°45'44"W	48.41'
C29	60.51'	332.57'	10°25'26"	N29°59'56"W	60.42'
C30	43.72'	1097.98'	2°16'52"	N34°04'13"W	43.71'
C31	48.17'	446.27'	6°11'04"	N29°50'15"W	48.15'
C32	23.29'	223.96'	5°57'33"	N23°45'56"W	23.28'
C33	60.01'	142.99'	24°02'46"	N08°45'47"W	59.57'
C34	46.90'	416.50'	6°27'05"	N06°29'09"E	46.87'
C35	56.88'	149.56'	21°47'23"	N20°36'23"E	56.53'
C36	40.78'	307.63'	7°35'46"	N35°17'57"E	40.75'
C37	63.84'	255.49'	14°19'00"	N46°15'20"E	63.67'
C38	30.69'	232.34'	7°34'07"	N57°11'29"E	30.67'
C39	81.17'	239.52'	19°25'03"	N69°02'53"E	80.79'
C40	32.05'	96.00'	19°07'41"	N70°07'21"E	31.90'
C41	39.11'	229.50'	9°45'48"	N64°27'50"E	39.06'
C42	28.98'	95.00'	17°28'51"	N61°12'36"E	28.87'
C43	26.43'	404.10'	3°44'52"	S89°07'57"W	26.43'
C44	62.35'	173.45'	20°35'49"	N78°41'42"W	62.02'
C45	37.69'	307.89'	7°00'53"	N71°54'14"W	37.67'
C46	5.58'	30.20'	10°35'41"	N70°04'44"W	5.58'
C47	53.57'	153.53'	19°59'33"	S78°59'32"E	53.30'
C48	19.16'	384.10'	2°51'31"	N89°34'38"E	19.16'
C49	62.42'	241.42'	14°48'46"	S86°24'35"E	62.24'
C50	48.95'	25.00'	112°10'59"	S22°54'42"E	41.50'
C51	43.22'	169.73'	14°35'19"	S25°53'08"W	43.10'
C52	34.41'	95.00'	20°45'05"	S28°58'01"W	34.22'

LINE TABLE

LINE	LENGTH	BEARING
L1	7.89'	S08° 09' 29"E
L2	11.62'	N33° 29' 42"E
L3	18.25'	S56° 30' 18"E
L4	15.98'	S33° 29' 42"W
L5	54.99'	S13° 37' 32"W
L6	41.58'	S02° 01' 55"E
L7	54.85'	N89° 56' 58"E
L8	10.82'	N90° 00' 00"W
L9	824.17'	N00° 03' 02"W
L10	30.51'	N89° 20' 01"W
L11	45.96'	S89° 56' 58"W
L12	20.00'	S81° 53' 29"W
L13	10.00'	N21° 09' 10"W
L14	39.01'	S60° 33' 30"W
L15	55.68'	S00° 50' 40"E

LINE TABLE

LINE	LENGTH	BEARING
L16	13.37'	S02° 16' 34"W
L17	16.10'	S80° 53' 27"W
L18	15.54'	N13° 14' 26"W
L19	56.17'	N00° 50' 40"W
L20	38.77'	N60° 33' 36"E
L21	44.43'	N71° 30' 54"E
L22	133.48'	N21° 09' 10"W
L23	5.00'	S00° 59' 22"W
L24	10.00'	N89° 19' 45"W
L25	15.17'	S00° 59' 22"W
L26	30.00'	N89° 00' 38"W
L27	25.00'	N00° 59' 21"E
L28	9.31'	N08° 09' 29"W
L29	20.24'	S89° 19' 45"E



Robert C. Tessely
Colorado Professional Land Surveyor No. 38470
For and on behalf of EPS Group, Inc.

Sheet

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Of 6
SheetsPROJECT:
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