

**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 Phillip S. & Jennifer Miles (Owner or Developer). The above may occasionally be referred to herein singularly as "Party" and collectively as "Parties."

Recitals

A. 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

B. WHEREAS, Developer desires to plat and develop on the Property a subdivision/land use to be known as JeniShay Farms; and

C. 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/land use on Developer's promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices ("BMPs") for the subdivision/land use; and

D. 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

E. 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

F. 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

G. 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

H. WHEREAS, Developer desires to construct for the subdivision/land use 1 detention basin/stormwater quality BMP(s) (“detention basin/BMP(s)”) as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County’s MS4 Permit, and to operate, clean, maintain and repair such detention basin/BMP(s); and

I. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that is or will be platted as Tract B as indicated on the final plat of the subdivision, and as set forth on Exhibit B attached hereto; and

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

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

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

M. WHEREAS, the County conditions approval of this subdivision/land use on the Developer’s promise to so construct the detention basin/BMP(s), and conditions approval on the Owner’s promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin/BMP(s) serving this Subdivision; and

N. WHEREAS, the County could condition subdivision/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/Owner’s promises contained herein; and

O. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this subdivision/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/Owner 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, 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, 1 detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the detention basin/BMP(s) in substantial compliance with the County-approved plans and specifications for the detention basin/BMP(s). Failure to meet these requirements shall be a material breach of this Agreement, and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin/BMP(s) shall be substantially completed within one (1) year (defined as 365 days), which one year period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder. In cases where a subdivision is not required, the one year period will commence to run on the date the Erosion and Stormwater Quality Control Permit (ESQCP) is issued. Rough grading of the detention basin/BMP(s) must be completed and inspected by the El Paso County Planning and Community Development Department prior to commencing road construction.

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project, and shall have the right to seek reimbursement from the Developer/Owner 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/Owner agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), and otherwise keep the same in good repair, all at its own cost and expense. No trees or shrubs that will impair the structural integrity of the detention basin/BMP(s) shall be planted or allowed to grow on the detention basin/BMP(s).

5. Creation of Easement: Developer/Owner hereby grants the County a non-exclusive perpetual easement upon and across that portion of the Property described in Exhibit B. The purpose of the easement is to allow the County to access, inspect, clean, repair and maintain the detention basin/BMP(s); however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

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/Owner 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/Owner agrees and covenants, for itself, its successors and assigns, that it will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMP(s) pursuant to the provisions of this Agreement.

The term "actual costs and expenses" shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney's fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

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

The County shall have the right, in the sole exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this Paragraph, including but not limited to, any separate agreement or amendment, if applicable, identifying any specific maintenance responsibilities not addressed herein. The County's rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

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

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer/Owner agrees, for itself, its successors and assigns, that it will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to its intentional or negligent acts, errors or omissions or that of its agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or

hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the detention basin/BMP(s), and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County 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/Owner, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

13. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMP(s) be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer/Owner shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer/Owner, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

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

IN WITNESS WHEREOF, the Parties affix their signatures below.

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

[Insert Company Name]

By:

[Insert name], [Insert title(President/Manager)]

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by [Insert name], [Insert title(President/Manager)], [Insert Company Name]

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
Planning and Community Development Department
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, Executive Director of El Paso County Planning and Community Development Department.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

Legal Description:

Lots 5 and 6 in Terra Ridge Filing No. 1, County of El Paso, State of Colorado and a portion of the Southwest Quarter of Section 29, Township 11 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, more particularly described as follows:

Beginning at the Northwest corner of the Southwest Quarter of said Southwest Quarter; thence S89°46'29"E along the South line of Whispering Hills Estates as recorded in Plat Book Z-2 at Page 2 of said county records, 1407.75 feet to the Southeast corner thereof; thence N00°58'34"E, 1327.96 feet to the Northeast corner thereof; thence S89°47'26"E, 1245.16 feet to the Northeast corner of said Southwest Quarter, said Northeast corner also being on the West line of Wildwood Village Unit 3 as recorded in Plat Book H-3 at Page 57 of said county records; thence S00°59'16"W along the East line of said Southwest Quarter and the West Line of said Wildwood Village Unit 3 and Wildwood Village Unit 4 as recorded in Plat Book M-3 at Page 46 of said county records, 1366.91 feet; thence N89°46'29"W, 945.48 feet; thence N00°58'34"E, 8.50 feet; thence N89°46'29"W, 1708.14 feet to a point on the west line of said Southwest Quarter; thence N00°58'34"E, 30.00 feet to the point of beginning, County of El Paso, State of Colorado., said described tract contains 52.63 Acres +/-

Preliminary Plat JENISHAY FARMS

Title Vacation & Replat of Lots 5 and 6, Terra Ridge Filing No. 1, Together with 7 Lots in JeniShay Farms
A Portion of Section 29, Township 11 South, Range 65 West of the 6th P.M., El Paso County, Colorado

BE IT KNOWN BY THESE PRESENTS:

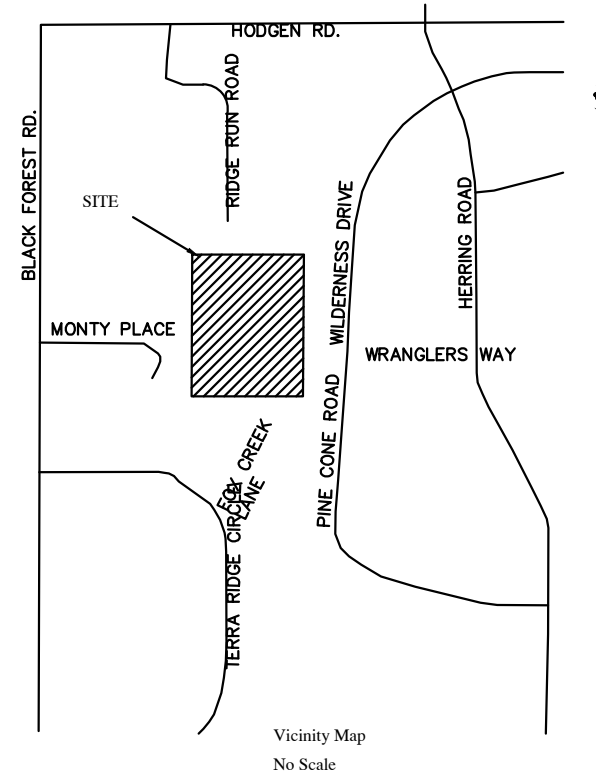
That Phillip S. Miles & Jennifer L. Miles being the owners of the following described tracts of land,

TO WIT:

Legal Description:
Lots 5 and 6 in Terra Ridge Filing No. 1, County of El Paso, State of Colorado and a portion of the Southwest Quarter of Section 29, Township 11 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, more particularly described as follows:

Beginning at the Northwest corner of the Southwest Quarter of said Southwest Quarter, thence S89°46'29" E along the South line of Whispering Hills Estates as recorded in Plat Book Z-2, at Page 2 of said county records, 1487.75 feet to the Southeast corner thereof, thence N00°58'34" E, 1327.96 feet to the Northeast corner thereof, thence S89°47' 26" E, 1245.16 feet to the Northeast corner of said Southwest Quarter, said Northeast corner also being on the West line of Willowood Village Unit 3 as recorded in Plat Book H-3 at Page 57 of said county records, thence S00°59'16" W along the East line of said Southwest Quarter and the West Line of said Willowood Village Unit 3 and Willowood Village Unit 4 as recorded in Plat Book M-1 at Page 46 of said county records, 1366.91 feet, thence S89°46'29" W, 943.48 feet, thence N00°58'34" E, 8.50 feet, thence N89°46'29" W, 1708.14 feet to a point on the west line of said Southwest Quarter, thence N00°58'34"E, 30.00 feet to the point of beginning, County of El Paso, State of Colorado, said described tract contains 52.65 Acres +/-

DEDICATION:
The undersigned, being the owners, beneficiaries of deeds of trust and holders of other interests in the land described herein, have had said land, subdivided, and platted into lots, tracts, streets, and easements (one which are applicable) as shown hereon under the name of Property Boundary Adjustment, Fox Creek Estates. All public improvements so planned are hereby dedicated to public use and said owners do hereby covenant and agree that the public improvements will be constructed to El Paso County standards and that proper drainage and erosion control for same will be provided at said owner's expense, all to the satisfaction of the Board of County Commissioners of El Paso County, Colorado. Upon acceptance by resolution, all public improvements so dedicated will become matters of maintenance by El Paso County, Colorado. The utility easements shown hereon are hereby dedicated for public utilities and communication systems and other purposes as shown hereon. The utilities responsible for providing the services for which the easements are established are hereby granted the perpetual right of ingress and egress from and to adjacent properties for installation, maintenance, and replacement of utility lines and related facilities.



Developmental Services Department Approval

The Property Boundary Adjustment has been reviewed and approved by El Paso County and is herewith to be considered the valid for configuration for purposes of the County Codes and Ordinances.

The undersigned hereby approve for filing the accompanying plat of "JENISHAY FARMS".

Development Services Department Director

Board of County Commissioners Certificate

This plat of Property Boundary Adjustment, JeniShay Farms was approved for filing by the El Paso County, Colorado Board of County Commissioners on the ____ day of _____, 20____, subject to any terms specified herein and any conditions included in the resolution of approval. The dedication of land to the public (streets, tracts, easements) is accepted, but public improvements thereon will not become the responsibility of El Paso County until preliminary acceptance of the public improvements in accordance with the requirements of the Land Development Code and Engineering Criteria manual, and the Subdivision Improvements Agreement.

Chair, Board of County Commissioners Date

SURVEYOR'S CERTIFICATION:

I, John H. Keilers, a duly registered Professional Land Surveyor in the State of Colorado, do hereby certify that this plat truly and correctly represents the results of a survey made on the date of survey, by me and that all monuments exist as shown hereon, is in accordance with applicable standards of practice and that said plat has been prepared in full compliance with all applicable laws of the State of Colorado dealing with monuments, subdivisions, or surveying of land and all applicable provisions of the El Paso County Land Development Code. It is based upon the professional land surveyor's knowledge, information and belief and is not a guaranty or warranty, either expressed or implied.
I am to the above on this ____ day of _____, 20____.
John H. Keilers
P.L.S. NO. 12890

RATIFICATION OF PLAT:
KNOW ALL MEN BY THESE PRESENTS: Shay P. Miles & Jennifer Miles, by virtue of that certain Deed of Trust to the Public Trustee of El Paso County, Colorado recorded under Reception No. _____ of the records of said County, does hereby ratify and confirm Fox Creek Estates Subdivision as described on this plat as recorded under Reception No. _____ of the records of El Paso County, Colorado.

By: _____
Bank: _____

Notarial:
State of Colorado
County of El Paso
The foregoing instrument was acknowledged before me this ____ day of _____, 20____, A.D. By _____

My commission expires: _____

Notary Public

Fees:
Plat fees _____
School fees _____
Drainage fees _____
Bridge fees _____

TRACT DEDICATION TABLE	Tract	Acres	Ownership/Maintenance
	Tract A	0.69 acres	JeniShay Farms Homeowners Association
	Tract B	1.7 acres	El Paso County

ATTEST:

NOTARIAL:
State of Colorado
County of El Paso
The foregoing instrument was acknowledged before me this this ____ day of _____, 20____, A.D. by
Phillip S. Miles and Jennifer L. Miles as owners.

My commission expires _____

Notary Public

RECORDING:
STATE OF COLORADO
COUNTY OF EL PASO COUNTY) S.S.
I hereby certify that this instrument was filed for record in my office at ____ o'clock ____ M. this ____ day of _____, A.D. and is duly recorded in _____ of the records of El Paso County, Colorado.

Check Boxerman, Recorder!
Fee: _____
Such charge: _____ By: _____
Deputy

John Keilers & Associates, LLC
9920 Otero Avenue
Colorado Springs, Colorado 80920
719-599-5938 719-649-9243 cell
Jack Keilers@gmail.com

MilesSubdivision1.dwg
October 7, 2019
Jan 20, 2020

*NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

PLAT NOTES:

1. BASIS OF BEARINGS:
a. BEARINGS ARE BASED ON THE WEST LINE OF THE SW QUARTER OF SECTION 29, T11S, R65W OF THE 6TH PM BETWEEN FOUND MONUMENTS AS SHOWN ON THIS DRAWING AND WAS ASSUMED N00D59'09"E.
2. FLOODPLAIN STATEMENT:
a. THE CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP HAS BEEN EXAMINED, BY SCALE ONLY. THE PROPERTY LIES IN ZONE X, AS SHOWN ON FEMA MAP PANEL 0841C031, DATED DECEMBER 7, 2018. AN ELEVATION CERTIFICATE IS REQUIRED TO DETERMINE THE ELEVATION IF REQUIRED.
3. TITLE COMMITMENT:
a. THIS SURVEY DOES NOT CONSTITUTE THE TITLE SEARCH BY PLS, 23890, TO DETERMINE THE CAPABILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACKS OF LAND, OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS WAY OR TITLE OF RECORD, RELIED UPON TITLE COMMITMENT FILE NUMBER _____, PREPARED BY _____ TITLE GUARANTEE COMPANY, EFFECTIVE DATE MONTH ____ 202__ YEAR, AT ____ O'CLOCK ____ M.
4. WATER SERVICE SHALL BE SUPPLIED BUY ON-SITE WELL IN ACCORDANCE WITH WATER RIGHTS DECREE ISSUED BY DISTRICT COURT, WATER DIVISION 1, CO, CASE NUMBER: 2018CW3226.
5. SEWER SERVICE SHALL BE PROVIDED BY ON-SITE WASTEWATER TREATMENT SYSTEM (OWTS).
6. ELECTRIC SERVICE SHALL BE PROVIDED BY MOUNTAINVIEW ELECTRIC ASSOCIATION.
7. NATURAL GAS SERVICE SHALL BE PROVIDED BY BLACK HILLS ENERGY.
8. FIRE PROTECTION BY THE BLACK FOREST FIRE PROTECTION DISTRICT.
9. ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER, CURRENTLY LICENSED IN THE STATE OF COLORADO.
10. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED IN ASSOCIATION WITH THE PRELIMINARY PLAN OR FINAL PLAT FOR THIS SUBDIVISION AND ARE ON FILE AT THE COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT:
 - a. TRANSPORTATION IMPACT STUDY
 - b. DRAINS REPORT
 - c. WATER RESOURCES REPORT
 - d. WASTEWATER DISPOSAL REPORT
 - e. NATURAL HAZARDS REPORT
 - f. GEOLOGY AND SOILS REPORT
 - g. WETLAND STUDY
11. ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORMWATER DRAINAGE IN AND THROUGH THEIR PROPERTY. PUBLIC DRAINAGE EASEMENTS ASK SPECIFICALLY NOTED ON THE PLATTE SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS UNLESS OTHERWISE INDICATED. STRUCTURES, FENCES, MATERIALS OR LANDSCAPING THAT COULD IMPEDE THE FLOW OF RUNOFF SHALL NOT BE PLACED IN DRAINAGE EASEMENTS.
12. UNLESS OTHERWISE DIRECTED, ALL SIDE LOT LINES ARE HEREBY PLANTED ON EITHER SIDE WITH A FIVE-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, EXCEPT WHEN THE SIDE YARD IS ADJACENT TO PUBLIC UTILITY AND DRAINAGE EASEMENT. ALL FRONT LOT LINES ARE HEREBY PLATED WITH A 10 FOOT PUBLIC IMPROVEMENT, PUBLIC UTILITY AND DRAINAGE EASEMENT COMMA AND ALL REAR LOT LINES ARE HEREBY PLANTED WITH A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT. ALL EXTERIOR SUBDIVISION BOUNDARIES ARE HEREBY PLATED WITH A 20 FOOT PUBLIC IMPROVEMENT, PUBLIC UTILITY AND DRAINAGE EASEMENT. EASEMENTS ARE HEREBY PLATTED IN THE LOCATIONS ON SHEET 3. THIS PLAT THE SOLE RESPONSIBILITY FOR THE SURFACE MAINTENANCE OF EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNER UNLESS OTHERWISE NOTED.
13. DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LAWS, REGULATIONS, ORDINANCES, REVIEW AND PERMIT REQUIREMENTS COMMA AND OTHER AGENCY REQUIREMENTS, IF ANY, OF APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO COMMA THE COLORADO DIVISION OF WILDLIFE, COLORADO DEPARTMENT OF TRANSPORTATION, US ARMY CORE OF ENGINEERS IN THE US FISH AND WILDLIFE SERVICE REGARDING THE ENDANGERED SPECIES ACT , PARTICULARLY AS IT RELATES TO THE LISTED SPECIES.
14. THE ADDRESS IS EXHIBITED ON THIS PLATT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE PERIOD
15. NO DRIVEWAY SHALL BE ESTABLISHED UNLESS AN ACCESS PERMIT HAS BEEN GRANTED BY EL PASO COUNTY.
16. NO LOT OR INTEREST THEREIN, SHALL BE SOLD, CONVEYED, OR TRANSFERRED WHETHER BY DEED OR BY PUBLIC CONTRACT, NOR SHALL BUILDING PERMITS BE ISSUED, UNTIL AND UNLESS EITHER THE REQUIRED PUBLIC AND COMMON DEVELOPMENT IMPROVEMENTS HAVE BEEN CONSTRUCTED IN COMPLETED AND PRELIMINARILY ACCEPTED IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE APPLICANT/OWNER AND EL PASO COUNTY AS RECORDED UNDER RECEPTION NUMBER _____ IN THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO OR, IN THE ALTERNATIVE, OTHER COLLATERAL IS PROVIDED TO MAKE PROVISION FOR THE COMPLETION OF SAID IMPROVEMENTS IN ACCORDANCE WITH THE EL PASO COUNTY LAND DEVELOPMENT CODE AND ENGINEERING CRITERIA MANUAL. ANY SUCH ALTERNATIVE COLLATERAL MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OR, IF PERMITTED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT , BY THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR IN MEET THE POLICY AND PROCEDURE REQUIREMENTS OF EL PASO COUNTY PRIOR TO THE RELEASE OF THE COUNTY OF ANY LOTS FOR SALE, CONVEYANCE OR TRANSFER.

THIS PLAT RESTRICTION MAY BE REMOVED OR RESCINDED BY THE BOARD OF COUNTY COMMISSIONERS OR , IF PERMITTED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT, BY THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR APPAN EITHER APPROVAL OF AN ALTERNATIVE FORM OF COLLATERAL OR COMPLETION AN PRELIMINARY ACCEPTANCE BY THE EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS OF ALL IMPROVEMENTS REQUIRED TO BE CONSTRUCTED IN COMPLETED IN ACCORDANCE WITH SAID SUBDIVISION IMPROVEMENTS AGREEMENT. THE PARTIAL RELEASE OF LOTS FOR SALE CONVEYANCE OR TRANSFER MAY ONLY BE GRANTED IN ACCORDANCE WITH ANY PLANNED PARTIAL RELEASE OF LOTS AUTHORIZED BY THE

SUBDIVISION IMPROVEMENTS AGREEMENT.

17. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMANDS A CLASS TWO (2) MISDEMEANOR PURSUANT TO CRS 18-4-508.
18. ALL PROPERTY WHEN TH IN THIS SUBDIVISION IS INCLUDED IN FOX CREEK ESTATES.
19. THE DEVELOPER WILL BE RESPONSIBLE FOR MAINTENANCE OF THE ROADS UNTIL PRELIMINARY ACCEPTANCE OF THE PUBLIC IMPROVEMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAND DEVELOPMENT CODE, THE ENGINEERING CRITERIA MANUAL, AND THE SUBDIVISION IMPROVEMENTS AGREEMENT.
20. ALL PROPERTY WITHIN THIS SUBDIVISION IS SUBJECT TO A DECLARATION OF COVENANTS AS RECORDED AT RECEPTION NOS. _____ AND _____ OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER.
21. MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY IN UNITED STATES POSTAL SERVICE REGULATION
22. _____ SHALL BE REQUIRED TO PAY TRAFFIC IMPACT FEES IN ACCORDANCE WITH THE EL PASO COUNTY ROAD IMPACT FEE PROGRAM RESOLUTION (RESOLUTION NO. 16-454), OR ANY AMENDMENTS THERETO, AT OR PRIOR TO THE TIME OF BUILDING PERMITS SUBMITTALS. THE FEE OBLIGATION, IF NOT PAID AT FINAL PLAT RECORDING, SHALL BE DOCUMENTED ON ALL SALES DOCUMENTS AND ON PLATT NOTES TO ENSURE THAT A TITLE SEARCH WOULD FIND THE FEE OBLIGATION BEFORE SALE OF THE PROPERTY. TRANSPORTATION IMPACT FEES ARE TO BE PAID AT BUILDING PERMIT.
23. NO LOTS HAVE BEEN FOUND TO BE IMPACTED BY GEOLOGIC HAZARDS.
24. PRIVATE DETENTION POND MAINTENANCE AGREEMENT FOR PONDS ONE IS RECORDED UNDER RECEPTION No. _____ OF THE RECORDS OF EL PASO COUNTY.
25. TRACT B IS DESIGNATED AS A NO BUILD ZONE AND SHALL ONLY BE USED FOR A DETENTION POND.

Preliminary Plat JENISHAY FARMS

Title Vacation & Replat of Lots 5 and 6, Terra Ridge Filing No. 1, Together with 7 Lots in JeniShay Farms
A Portion of Section 29, Township 11 South, Range 65 West of the 6th P.M., El Paso County, Colorado



As Platted

Owner:
Phillip S. Miles & Jennifer L. Miles
15630 Fox Creek Lane
Colorado Springs, Colorado 80908

SUMMARY:
Total Acreage: 52.63 acres, +/-
Number of Lots: 3

Tracts are zoned RR-5

Tax Parcel Numbers:
Unplatted tract: 51293-00-002
Lot 5: 51293-02-011
Lot 6: 51293-02-012

Building setback requirements:
Front: 25 feet
Side: 25 feet
Rear: 25 feet

NOTES:

All points found indicated by -- -- are as shown on plat.

All points set indicated by -- -- are rebar with attached Surveyor's cap mkd "PLS 23890" unless otherwise shown on plat.

All measured, used or pro-rated information indicated by S0°12'10"E-518.51'.

All record information indicated by (S0°12'10"E-518.90').

All bearings are relative to the east line of JeniShay Farms as monumented and shown, and was assumed S0°12'10"E.

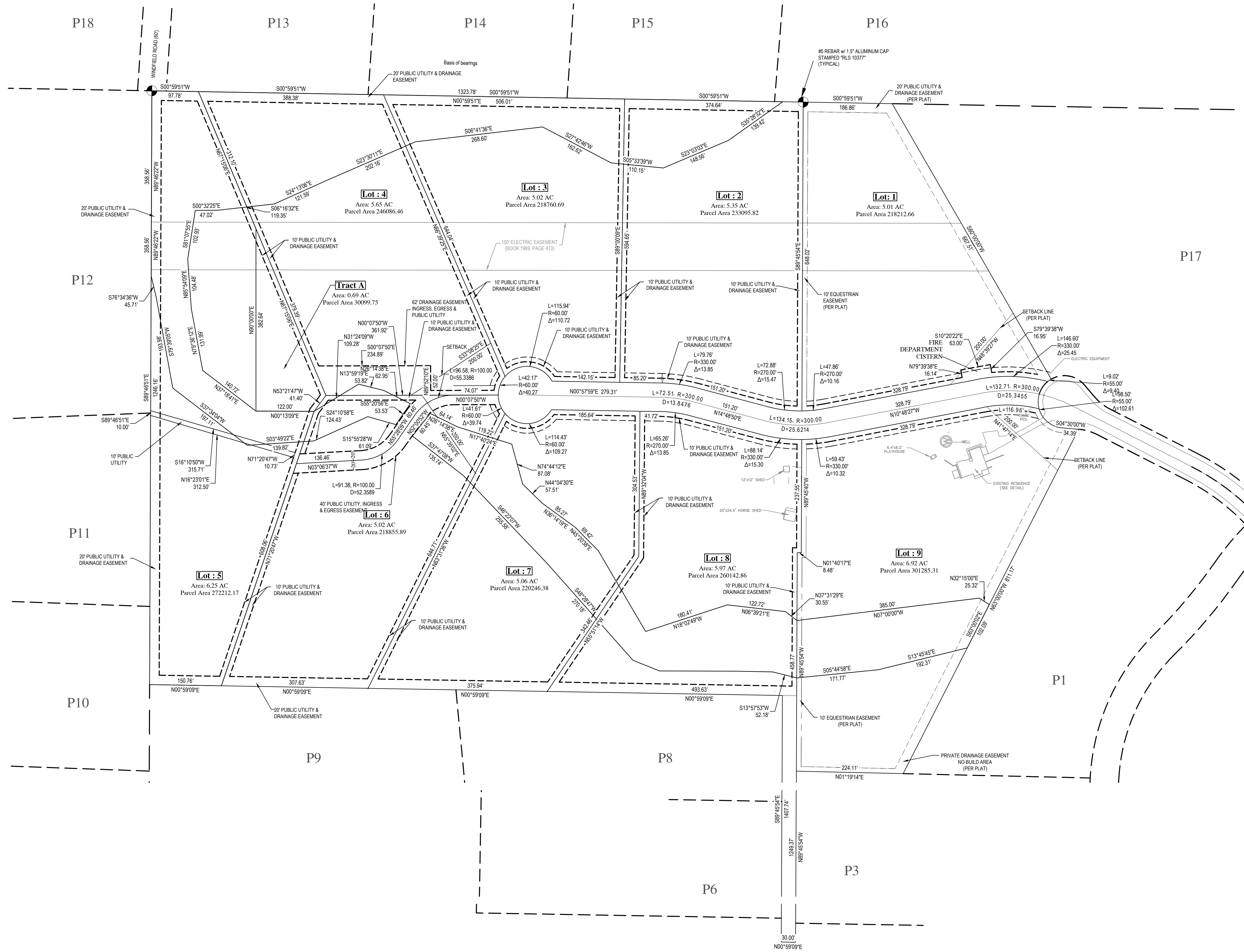
All reasearch for recorded easements or rights-of-way was done by EmpireTitle of Colorado Springs, LLC., File No. 54837ECS, dated: May 29, 2018.

ADJACENT PROPERTY DESCRIPTION

Lot	Description
P1	Not a part of this subdivision Robb Peters 51293--02-004 Lot 4, Terra Ridge Fil. No 1 Zoned RR-5
P2	Not a part of this subdivision Mark Davis 51293--02-003 Lot 3, Terra Ridge Fil. No 1 Zoned RR-5
P3	Not a part of this subdivision Justin Sumpter 51293--02-002 Lot 2, Terra Ridge Fil. No 1 Zoned RR-5
P4	Not a part of this subdivision Eric Mikuska 51293--02-001 Lot 1, Terra Ridge Fil. No 1 Zoned RR-5
P5	Not a part of this subdivision Diana Gard 51293--01-008 Lot 8, Whispering Hills Estates Zoned RR-5
P6	Not a part of this subdivision Rhonda Barr 51293--01-007 Lot 7, Whispering Hills Estates Zoned RR-5
P7	Not a part of this subdivision Christopher Humlicek 51293--01-006 Lot 6, Whispering Hills Estates Zoned RR-5
P8	Not a part of this subdivision David Khaliqi 51293--01-005 Lot 5, Whispering Hills Ests Zoned RR-5
P9	Not a part of this subdivision Todd Andrews 51293--01-004 Lot 4, Whispering Hills Ests Zoned RR-5
P10	Not a part of this subdivision Richard Martinez 51290--04-013 Lot 8, Ridgeview Acres Zoned RR-5
P11	Not a part of this subdivision Temmer Family Trust 51290--04-012 Lot 7, Ridgeview Acres Zoned RR-5
P12	Not a part of this subdivision Kimberly Tebrugge 51290--04-011 Lot 6, Ridgeview Acres Zoned RR-5
P13	Not a part of this subdivision Roy & Julie Heare 51290--05-002 Lot 148, Wildwood Village Unit 3 Zoned RR-5
P14	Not a part of this subdivision David Porter 51290--05-001 Lot 149, Wildwood Village Unit 3 Zoned RR-5
P15	Not a part of this subdivision Paul Gavin 51290--05-001 Lot 149, Wildwood Village Unit 3 Zoned RR-5
P16	Not a part of this subdivision Edwin Bedford 51290--05-004 Lot 151, Wildwood Village Unit 4 Zoned RR-5
P17	Not a part of this subdivision Hugo Oregel 51293--02-007 Lot 1, Terra Ridge Fil No. 2 Zoned RR-5
P18	Not a part of this subdivision Ricardo Torres 51290--04-001 Lot 147, Wildwood Village Unit No 3 Zoned RR-5

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A Portion of Section 29, Township 11 South, Range 65 West of the 6th P.M., El Paso County, Colorado



As Replatted

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P6	Not a part of this subdivision Rhonda Barr 51293-01-007 Lot 7, Whispering Hills Estates Zoned RR-5
P7	Not a part of this subdivision Christopher Hambleck 51293-01-006 Lot 6, Whispering Hills Estates Zoned RR-5
P8	Not a part of this subdivision David Khalig 51293-01-005 Lot 5, Whispering Hills Estates Zoned RR-5
P9	Not a part of this subdivision Todd Andrews 51293-01-004 Lot 4, Whispering Hills Estates Zoned RR-5
P10	Not a part of this subdivision Richard Martinez 51290-04-013 Lot 8, Ridgeview Acres Zoned RR-5
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P15	Not a part of this subdivision Paul Gavin 51290-05-001 Lot 149, Wildwood Village Unit 3 Zoned RR-5
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P17	Not a part of this subdivision Hugo Oregel 51293-02-007 Lot 1, Terra Ridge Fil. No. 2 Zoned RR-5
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