PRIVATE DETENTION BASIN / STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT

(SF-21-XX)

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), FLRD #2, LLC, a Colorado limited liability company (Developer), and **Forest Lakes Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado (Metro District). 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 Forest Lakes; and

B. WHEREAS, Developer is the owner of certain real estate (the Property or Subdivision) in El Paso County, Colorado, which Property is legally described in <u>Exhibit A</u> attached hereto and incorporated herein by this reference; and

C. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as **Forest Lakes Filing No. 7**; and

D. WHEREAS, the development of this Property will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Property, and, therefore, it is in the best interest of public health, safety and welfare for the County to condition approval of this subdivision on Developer's promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices ("BMPs") for the subdivision; and

E. WHEREAS, Chapter 8, Section 8.4.5 of the El Paso County <u>Land Development Code</u>, 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 <u>Drainage Criteria Manual</u> provides for a developer's promise to maintain a subdivision's drainage facilities in the event the County does not assume such responsibility; and

H. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions, which basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control; and

I. WHEREAS, Developer desires to construct for the subdivision one detention basin/stormwater quality BMP(s) ("detention basin/BMP(s)") as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County's MS4 Permit, and to provide for operating, cleaning, maintaining and repairing such detention basin/BMP(s); and

J. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that will be platted as $\underline{\text{Tract } C}$, as indicated on the final plat of the subdivision, and as set forth on $\underline{\text{Exhibit } B}$ attached hereto; and

K. WHEREAS, Developer shall be charged with the duty of constructing the detention basin/BMP(s) and the Metro District shall be charged with the duties of operating, maintaining and repairing the detention basin/BMP(s) on the property described in <u>Exhibit B</u>; and

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

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

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

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

P. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer's grant herein of a perpetual

Easement over a portion of the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s); and

Q. WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2) and Section 29-1-201, 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. <u>Incorporation of Recitals</u>: The Parties incorporate the Recitals above into this Agreement.

2. <u>Covenants Running with the Land</u>: Developer and the Metro District agree that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in <u>Exhibit A</u> attached hereto, and that this entire Agreement and the performance thereof shall be binding upon themselves and their respective successors and assigns.

3. <u>Construction</u>: Developer shall construct on that portion of the Property described in <u>Exhibit B</u> attached hereto and incorporated herein by this reference, one detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the detention basin/BMP(s) in substantial compliance with the County-approved plans and specifications for the detention basin/BMP(s). Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin/BMP(s) shall be substantially completed within one (1) year (defined as 365 days), which one year period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder. Rough grading of the detention basin/BMP(s) must be completed and inspected by the El Paso County Planning and Community Development Department prior to commencing road construction.

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

5. <u>Creation of Easement</u>: Developer hereby grants the County and the Metro District a nonexclusive perpetual easement upon and across that portion of the Property described in <u>Exhibit B</u>. The purpose of the easement is to allow the County and the Metro District 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. <u>County's Rights and Obligations</u>: 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, the Metro District, and their respective successors and assigns that the detention basin/BMP(s) needs to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should the responsible parties fail to correct the specified problem(s), the County may enter upon the Property to so correct the specified problem(s). Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

7. <u>Reimbursement of County's Costs</u>: The Developer and the Metro District agree and covenant, for themselves and their respective successors and assigns, that they will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMP(s) pursuant to the provisions of this Agreement.

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

8. <u>Contingencies of Subdivision Approval</u>: 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 Tract C, Forest Lakes Filing No. 7, as indicated on the final plat of the subdivision, from Developer to the Metro District, which conveyance shall include a reservation of easement in favor of the County for purposes of accessing inspecting, cleaning, maintaining, and repairing the detention basin/BMP(s), and recording of the Deed for the same; and

b. A copy of the Covenants of the Subdivision, if applicable, establishing that the Metro District is obligated to inspect, clean, maintain, and repair the detention basin/BMP(s).

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

9. <u>Agreement Monitored by El Paso County Planning and Community Development</u> <u>Department and/or El Paso County Department of Public Works</u>: 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 Development Department and/or the Director of the El Paso County Development

10. <u>Indemnification and Hold Harmless</u>: To the extent authorized by law, Developer and the Metro District agree, for themselves and 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/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. <u>Severability:</u> 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. <u>Third Parties:</u> 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. <u>Solid Waste or Hazardous Materials</u>: Should any refuse from the detention basin/BMP(s) be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer and the Metro District shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding

the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer and the Metro District, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

14. <u>Applicable Law and Venue</u>: 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. <u>Limitation on Developer's Obligation and Liability</u>: The obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat described in Paragraph C of the Recitals set forth above is recorded and Developer completes the construction of the detention basin/BMP(s) and transfers all applicable maintenance and operation responsibilities to the Metro District. By execution of this agreement, the Metro District agrees to accept all responsibilities and to perform all duties assigned to it, including those of the Developer, as specified herein, upon transfer of Tract D, Forest Lakes Filing No. 6 from Developer to the Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

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

FLRD#2

By: ____

Manager

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Manager, FLRD #2, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Executed this ______ day of ______, 20___, by:

FOREST LAKES METROPOLITAN DISTRICT, a quasi-municipal corporation.

By: _____

Doug Stimple, Board Member

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Doug Stimple, Board Member, FOREST LAKES METROPOLITAN DISTRICT, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Executed t	his	_ day of		, 20, by:		
		COMMISSIO Y, COLORADO				
Pla	nning and Co	Executive Direct community Deve atory pursuant	elopment Departme	ent		
2020, by _		, Execı			day of Planning and Commu	
Witness m	y hand and o	fficial seal.				
My comm	ssion expire	s:				

Notary Public

Approved as to Content and Form:

Assistant County Attorney

EXHIBIT "A"

1175.70-01

OLDANO. 1175.70-01 OLDANO. 1175.70-01 OLDANO. 1175.70-01 AUGUST 6, 2021 PAGE 1 0F 2 Solorado Springs, Colorado 80903 (719) 785.0799 (Fax) LEGAL DESCRIPTION: FOREST LAKES FILING NO. 7	A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BASIS OF BEARINGS: A PORTION OF THE NORTHERLY BOUNDARY OF FOLLOWS: DO: 1 RECORDED UNDER RECEPTION NO. 206712407 RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT BOTH ENDS BY A NO. 4 REBAR AND RED PLASTIC SURVEYORS CAP STAMPED "ROCKWELL PLS 19586" ASSUMED TO BEAR N89°29'26"E, A DISTANCE OF 3103.31 FEET.	COMMENCING AT THE NORTHWESTERLY CORNER OF FOREST LAKES FILING NO. 1 RECORDED UNDER RECEPTION NO. 206712407, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;	S48°34'02'W, A DISTANCE OF 2775'21 FEET TO THE SOUTHWESTERLY CORNER S PLATTED IN FOREST LAKES FILING NO. 6 RECORDED UNDER RECEPTION 1 0 SAID POINT BEING THE POINT OF BEGINNING;	THENCE S42°14'52"W, A DISTANCE OF 149.83 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N34°59'58"W, HAVING A DELTA OF 22°00'14", A RADIUS OF 450.00 FEET AND A DISTANCE OF 172.82 FEET TO A POINT OF TANGENT;	THENCE S77°00'16"W, A DISTANCE OF 33.55 FEET; THENCE S69°52'46"W, A DISTANCE OF 80.62 FEET; THENCE S69°52'46"W, A DISTANCE OF 80.62 FEET; THENCE S59°39'02"W, A DISTANCE OF 13.90 FEET TO A POINT OF CURVE; THENCE S77°00'16"W, A DISTANCE OF 13.90 FEET TO A POINT OF CURVE; OF 955.00 FEET AND A DISTANCE OF 13.90 FEET TO A POINT OF CURVE; THENCE S35°30'10"W, A DISTANCE OF 112.01 FEET TO A POINT ON CURVE; THENCE S35°30'10"W, A DISTANCE OF 112.01 FEET; THENCE S44°21'05"W, A DISTANCE OF 62.50 FEET; THENCE S44°21'05"W, A DISTANCE OF 62.50 FEET; THENCE S65°29'48"W, A DISTANCE OF 47.71 FEET THENCE S65°29'48"W, A DISTANCE OF 28.62 FEET; THENCE S65°29'48"W, A DISTANCE OF 103.48 FEET; THENCE S65°29'48"W, A DISTANCE OF 103.48 FEET;	THENCE S80°20'02"W, A DISTANCE OF 144.53 FEET; THENCE N85°31'11"W, A DISTANCE OF 196.24 FEET; THENCE N89°47'34"W, A DISTANCE OF 264.22 FEET; THENCE S83°59'23"W, A DISTANCE OF 264.22 FEET; THENCE S83°59'23"W, A DISTANCE OF 158.43 FEET THENCE S83°59'23"W, A DISTANCE OF 438.74 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY COLORADO; THENCE N00°13'11"E ON SAID WEST LINE, A DISTANCE OF 1741.37 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID FOREST LAKES FILING NO. 6;	THENCE ON THE SOUTHERLY BOUNDARY OF SAID FOREST LAKES FILING NO. 6 THE FOLLOWING TWENTY-SEVEN (27) COURSES:	 S75°46'18"E, A DISTANCE OF 581.80 FEET TO A POINT ON CURVE; ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S75°46'18"E, HAVING A DELTA OF 03°15'17", A RADIUS OF 525.00 FEET AND A DISTANCE OF 29.82 FEET TO A POINT ON CURVE; S72°31'01"E, A DISTANCE OF 170.00 FEET TO A POINT ON CURVE; ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S72°31'01"E, HAVING A DELTA OF 25°13'46", A RADIUS OF 355.00 FEET AND A DISTANCE OF 156.32 FEET TO A A DELTA OF 25°13'46", A RADIUS OF 355.00 FEET AND A DISTANCE OF 156.32 FEET TO A POINT ON CURVE; A DELTA OF 25°13'46", A RADIUS OF 355.00 FEET AND A DISTANCE OF 156.32 FEET TO A POINT ON CURVE; A NAT''17'16"W, A DISTANCE OF 170.00 FEET TO A POINT ON CURVE;
619 N. C Colorad	A PAF TOWN COUN BASIS		1HEN LOT 6 22171	THEN THEN HAVIN TO A	THEN THEN THEN THEN THEN THEN THEN THEN	THEN THEN SOUT SOUT	THEN	 Ч. 9. – С. 9. – С. 9. – С. 9. – С. 9. – С. 9. – С. 9. – С. 9. – С. 9. – С.

	 ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS \$47°17'16"E, HAVING A DELTA OF 47°41'21", A RADIUS OF 525.00 FEET AND A DISTANCE OF 436.97 FEET TO A POINT OF TANGENT; S89°35'55"E, A DISTANCE OF 271.00 FEET; S89°35'55"E, A DISTANCE OF 271.00 FEET; N00°24'05"E, A DISTANCE OF 5.00 FEET TO A POINT ON CURVE; ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS \$00°24'05"W, HAVING A DELTA OF 62°03'00", A RADIUS OF 175.00 FEET AND A DISTANCE OF 189.52 FEET TO 		 S39°10'15"W, A DISTANCE OF 140.00 FEET; S50°49'45"E, A DISTANCE OF 148.00 FEET TO A POINT OF CURVE; S00°49'45"E, A DISTANCE OF 148.00 FEET HAVING A DELTA OF 29°11'30", A RADIUS OF 365.00 FEET AND A DISTANCE OF 185.96 FEET TO A POINT OF TANGENT; S80°01'15"E, A DISTANCE OF 99.34 FEET; S54°10'11"E, A DISTANCE OF 99.34 FEET; S54°10'11"E, A DISTANCE OF 55.57 FEET TO A POINT ON CURVE; S0N THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S54°10'11"E, HAVING A DELTA OF 22°26'27", A RADIUS OF 680.00 FEET AND A DISTANCE OF 266.33 FEET TO 	A P S13 S76 S13 S76 S13 S13 S13 S13 S13 S13 S13 S13 S13 S13	 26. S73°14'40"E, A DISTANCE OF 87.48 FEET TO A POINT OF CURVE; 27. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 05°39'10", A RADIUS OF 345.00 FEET AND A DISTANCE OF 34.04 FEET THE POINT OF BEGINNING; CONTAINING A CALCULATED AREA OF 82.504 ACRES. 	LEGAL DESCRIPTION STATEMENT: I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECTION OF THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECTION OF THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECTION OF THE BASIS OF MY KNOWLEDGE, INFORMATION	DOUGLAS P. REINELT - PROFESSIONAL LAND SURVEYOR COLORADO P.L.S. NO. 30118 FOR AND ON BEHACF OF CLASSIC CONSULTING FOR AND ON BEHACF OF CLASSIC CONSULTING FOR AND SURVEYORS
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EXHIBIT "B"

Forest Lakes Filing No. 7

KNOW ALL MEN BY THESE PRESENTS: THAT FLRD #2, LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT: LEGAL DESCRIPTION: A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PORTION OF THE NORTHERLY BOUNDARY OF FOREST LAKES FILING NO. 1 BASIS OF BEARINGS: RECORDED UNDER RECEPTION NO. 206712407 RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT BOTH ENDS BY A NO. 4 REBAR AND RED PLASTIC SURVEYORS CAP STAMPED "ROCKWELL PLS 19586" ASSUMED TO BEAR N89'29'26"E, A DISTANCE OF 3103.31 FEET. COMMENCING AT THE NORTHWESTERLY CORNER OF FOREST LAKES FILING NO. 1 RECORDED UNDER RECEPTION NO. 206712407, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; THENCE S48'34'02"W, A DISTANCE OF 2775.21 FEET TO THE SOUTHWESTERLY CORNER OF LOT 60 AS PLATTED IN FOREST LAKES FILING NO. 6 RECORDED UNDER RECEPTION NO. 221714770 SAID POINT BEING THE POINT OF BEGINNING: THENCE S42"14'52"W, A DISTANCE OF 149.83 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N34'59'58"W, HAVING A DELTA OF 22°00'14", A RADIUS OF 450.00 FEET AND A DISTANCE OF 172.82 FEET TO A POINT OF TANGENT: THENCE S77'00'16"W, A DISTANCE OF 33.55 FEET; THENCE S69°52'46"W. A DISTANCE OF 80.62 FEET: THENCE S59°39'02"W, A DISTANCE OF 83.82 FEET; THENCE S77'00'16"W. A DISTANCE OF 13.90 FEET TO A POINT OF CURVE: THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 21'55'22", A RADIUS OF 955.00 FEET AND A DISTANCE OF 365.41 FEET TO A POINT ON CURVE; THENCE S35°30'10"W, A DISTANCE OF 112.01 FEET; THENCE S44°21'05"W. A DISTANCE OF 62.50 FEET: THENCE S56"18'31"W, A DISTANCE OF 47.71 FEET; THENCE S65°29'48"W, A DISTANCE OF 28.62 FEET; THENCE S69°24'54"W, A DISTANCE OF 103.48 FEET; THENCE S80°20'02"W, A DISTANCE OF 144.53 FEET; THENCE N85'31'11"W, A DISTANCE OF 196.24 FEET; THENCE N89'47'34"W, A DISTANCE OF 264.22 FEET; THENCE S83°59'23"W, A DISTANCE OF 158.43 FEET; THENCE N89'46'49"W, A DISTANCE OF 438.74 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY COLORADO; THENCE NOO'13'11"E ON SAID WEST LINE, A DISTANCE OF 1741.37 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID FOREST LAKES FILING NO. 6: THENCE ON THE SOUTHERLY BOUNDARY OF SAID FOREST LAKES FILING NO. 6 THE FOLLOWING TWENTY-SEVEN (27) COURSES: S75°46'18"E, A DISTANCE OF 581.80 FEET TO A POINT ON CURVE; 2. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S75'46'18"E, HAVING A DELTA OF 03°15'17", A RADIUS OF 525.00 FEET AND A DISTANCE OF 29.82 FEET TO A POINT ON CURVE: 3. S72°31'01"E, A DISTANCE OF 170.00 FEET TO A POINT ON CURVE; 4. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S72'31'01"E, HAVING A DELTA OF 2513'46", A RADIUS OF 355.00 FEET AND A DISTANCE OF 156.32 FEET TO A POINT ON CURVE; N47°17'16"W, A DISTANCE OF 170.00 FEET TO A POINT ON CURVE; 6. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS \$47"17'16"E, HAVING A DELTA OF 47°41'21", A RADIUS OF 525.00 FEET AND A DISTANCE OF 436.97 FEET TO A POINT OF TANGENT: S89°35'55"E, A DISTANCE OF 271.00 FEET; NO0°24'05"E. A DISTANCE OF 5.00 FEET TO A POINT ON CURVE: ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS SOO'24'05"W, HAVING A DELTA OF 62°03'00", A RADIUS OF 175.00 FEET AND A DISTANCE OF 189.52 FEET TO A POINT OF REVERSE CURVE; 10. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 40°00'20". A RADIUS OF 225.00 FEET AND A DISTANCE OF 157.10 FEET TO A POINT OF TANGENT 11. S67°33'15"E, A DISTANCE OF 216.00 FEET TO A POINT OF CURVE; 12. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 16'43'30", A RADIUS OF 325.00 FEET AND A DISTANCE OF 94.87 FEET TO A POINT ON CURVE: S39'10'15"W. A DISTANCE OF 140.00 FEET: 14. S50°49'45"E, A DISTANCE OF 148.00 FEET TO A POINT OF CURVE; 15. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 29'11'30", A RADIUS OF 365.00 FEET AND A DISTANCE OF 185.96 FEET TO A POINT OF TANGENT; 16. S80°01'15"E. A DISTANCE OF 99.34 FEET: 17. S54°10'11"E, A DISTANCE OF 55.57 FEET TO A POINT ON CURVE; 18. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S54"10'11"E, HAVING A DELTA OF 22°26'27", A RADIUS OF 680.00 FEET AND A DISTANCE OF 266.33 FEET TO A POINT OF TANGENT: 19. S13°23'21"W, A DISTANCE OF 72.42 FEET; 20. S76°36'39"E, A DISTANCE OF 138.00 FEET; 21. S13°23'21"W, A DISTANCE OF 112.00 FEET; 22. S76°36'39"E, A DISTANCE OF 12.00 FEET; 23. S13'23'21"W, A DISTANCE OF 187.58 FEET TO POINT OF CURVE; 24. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 29°25'54", A RADIUS OF 270.00 FEET AND A DISTANCE OF 138.69 FEET TO A POINT ON CURVE; 25. S47*10'45"E, A DISTANCE OF 60.00 FEET; 26. S73"14'40"E, A DISTANCE OF 87.48 FEET TO A POINT OF CURVE; 27. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 05"39'10", A RADIUS OF 345.00 FEET AND A DISTANCE OF 34.04 FEET THE POINT OF BEGINNING: CONTAINING A CALCULATED AREA OF 82.504 ACRES.

HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE FOREST LAKES METROPOLITAN DISTRICT. AS OF FOREST LAKES METROPOLITAN DISTRICT. STATE OF COLORADO COUNTY OF EL PASO) THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY _, 20___, A.D. BY____ — OF FOREST LAKES METROPOLITAN DISTRICT. WITNESS MY HAND AND OFFICIAL SEAL.

THE DEDICATION OF TRACTS A, B, C AND D WITH USES STATED IN THE TRACT TABLE, ARE

ACCEPTANCE CERTIFICATE FOR TRACTS

OWNER'S CERTIFICATE: THE UNDERSIGNED. BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED, AND REPLATTED SAID LANDS INTO LOTS, STREETS, TRACTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FOREST LAKES FILING NO. 7. ALL PUBLIC IMPROVEMENTS SO PLATTED ARE HEREBY DEDICATED TO PUBLIC USE AND SAID OWNER DOES 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 COMMUNICATIONS SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES 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.

OWNER:

AS: FLRD #2, LLC A COLORADO LIMITED LIABILITY COMPANY STATE OF COLORADO SS COUNTY OF EL PASO)

_, 20___, A.D., BY _ LLC, A COLORADO LIMITED LIABILITY COMPANY WITNESS MY HAND AND OFFICIAL SEAL

LIEN HOLDER:

STATE OF COLORADO COUNTY OF EL PASO)

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ GENERAL NOTES:

- 1. THE DATE OF PREPARATION AUGUST 2, 2021.
- 3. FLOODPLAIN STATEMENT:

- PASO COUNTY.
- CRS 18-4-508.
- SEPARATE INSTRUMENT.
- INSTRUMENT
- INSTRUMENT.
- SEPARATE INSTRUMENT.

FOREST LAKES FILING NO. 7

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

FLRD #2, LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THE _____, DAY OF _____, 20__, A.D.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ AS _____ OF FLRD #2,

ZIONS BANCORPORATION, N.A. DBA VECTRA BANK COLORADO HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____, 20__, A.D.

____AS: ___ ZIONS BANCORPORATION, N.A. DBA VECTRA BANK COLORADO

) ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ AS _____ OF __, 20__, A.D., BY _____ ZIONS BANCORPORATION, N.A. DBA VECTRA BANK COLORADO

NOTARY PUBLIC

2. THE TRACT OF LAND HEREIN PLATTED LIES WITHIN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN.

A PORTION OF THIS SITE, FOREST LAKES FILING NO. 7, IS WITHIN A DESIGNATED F.E.M.A. FLOODPLAIN AS DETERMINED BY GRAPHIC REPRESENTATION OF THE FLOOD INSURANCE RATE MAP, MAP NUMBERS 08041C0266G AND 08041C0267G, DATED DECEMBER 7, 2018. (ZONE X)

4. THE ADDRESSES () EXHIBITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.

5. WATER SERVICE SHALL BE SUPPLIED BY FOREST LAKES METROPOLITAN DISTRICT.

6. SEWER SERVICE SHALL BE SUPPLIED BY FOREST LAKES METROPOLITAN DISTRICT.

7. ELECTRIC SERVICES SHALL BE SUPPLIED BY (MVEA) MOUNTAIN VIEW ELECTRIC ASSOCIATION.

8. GAS SERVICES SHALL BE SUPPLIED BY BLACK HILLS ENERGY.

9. FIRE PROTECTION BY THE TRI-LAKES MONUMENT FIRE PROTECTION DISTRICT.

10. ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER, CURRENTLY LICENSED IN THE STATE OF COLORADO.

11. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED IN ASSOCIATION WITH THE PRELIMINARY PLAN AND/OR FINAL PLAT FOR THIS SUBDIVISION AND ARE ON FILE AT THE COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT: TRANSPORTATION IMPACT ANALYSIS; PRELIMINARY/FINAL DRAINAGE REPORT; SOIL, GEOLOGY AND GEOLOGICAL HAZARD STUDY; WATER AVAILABILITY STUDY; NATURAL FEATURES REPORT; SUBDIVISION OR PROJECT PERCOLATION TEST RESULTS; EROSION CONTROL REPORT.

12. PRIOR TO THE ESTABLISHMENT OF ANY DRIVEWAY, AN ACCESS PERMIT MUST BE GRANTED BY THE EL 13. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OR

RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY AND TITLE OF RECORD, CLASSIC CONSULTING ENGINEERS AND SURVEYORS AND THE SURVEYOR OF RECORD RELIED UPON COMMITMENTS FOR TITLE INSURANCE ISSUED BY CAPSTONE TITLE, ORDER NO. 200555 WITH AN EFFECTIVE DATE OF AUGUST 7, 2021 AT 8:00 A.M.

14. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO

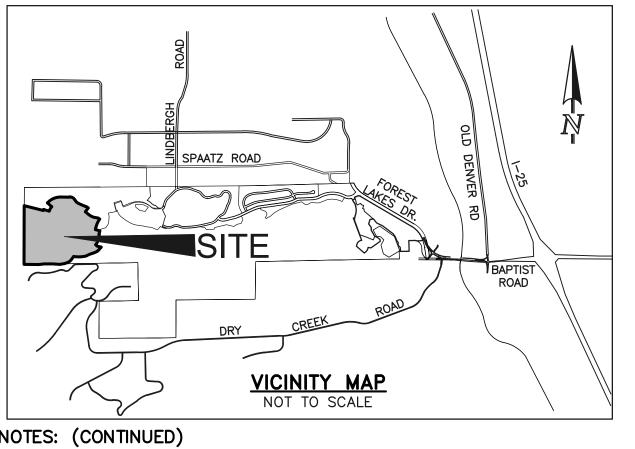
15. TRACT A IS FOR OPEN SPACE, TRAILS, DRAINAGE, PUBLIC UTILITIES, MAILBOXES, AND PARKING AND SHALL BE OWNED AND MAINTAINED BY THE FOREST LAKES METROPOLITAN DISTRICT TO BE CONVEYED BY

16. TRACT B IS FOR OPEN SPACE, TRAILS, PUBLIC UTILITIES AND DRAINAGE AND SHALL BE OWNED AND MAINTAINED BY THE FOREST LAKES METROPOLITAN DISTRICT TO BE CONVEYED BY SEPARATE

17. TRACT C IS FOR OPEN SPACE, TRAILS, PUBLIC UTILITIES AND DRAINAGE AND SHALL BE OWNED AND MAINTAINED BY THE FOREST LAKES METROPOLITAN DISTRICT TO BE CONVEYED BY SEPARATE

18. TRACT D IS FOR OPEN SPACE, TRAILS, PUBLIC UTILITIES, DRAINAGE AND PRESERVATION AREA AND SHALL BE OWNED AND MAINTAINED BY THE FOREST LAKES METROPOLITAN DISTRICT TO BE CONVEYED BY

19. ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGH THEIR PROPERTY. PUBLIC DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS UNLESS OTHERWISE INDICATED. STRUCTURES, FENCES, MATERIALS OR LANDSCAPING THAT COULD IMPEDE THE FLOW OR RUNOFF SHALL NOT BE PLACED IN THE DRAINAGE EASEMENTS.



GENERAL NOTES: (CONTINUED)

20. NO LOT OR INTEREST THEREIN SHALL BE SOLD, CONVEYED, OR TRANSFERRED WHETHER BY DEED OR BY CONTRACT, NOR SHALL BUILDING PERMITS BE ISSUED, UNTIL AND UNLESS EITHER THE REQUIRED PUBLIC AND COMMON DEVELOPMENT IMPROVEMENTS HAVE BEEN CONSTRUCTED AND COMPLETED AND PRELIMINARILY ACCEPTED IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE APPLICANT/OWNER AND EL PASO COUNTY AS RECORDED UNDER RECEPTION NO. __ OF THE CLERK AND RECORDED 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. THE EXECUTIVE DIRECTOR, AND MEET THE POLICY AND PROCEDURE REQUIREMENTS OF EL PASO COUNTY PRIOR TO THE RELEASE BY THE COUNTY OF ANY LOTS FOR SALE, CONVEYANCE OR TRANSFER.

21. ALL PROPERTY WITHIN THIS SUBDIVISION IS INCLUDED IN THE FOREST LAKES METROPOLITAN DISTRICT BY INSTRUMENTS RECORDED IN BOOK 5065 AT PAGE 1279 AND BOOK 5165 AT PAGE 326 AND AS AMENDED.

- 22. THE FOREST LAKES METROPOLITAN DISTRICT 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.
- 23. ALL PROPERTY WITHIN THIS SUBDIVISION IS SUBJECT TO ROAD IMPACT FEES IN ACCORDANCE WITH EL PASO COUNTY ROAD IMPACT FEE PROGRAM RESOLUTION (RESOLUTION NO. 19-471). AS AMENDED, AT THE TIME OF BUILDING PERMIT APPLICATION.

24. UNLESS SHOWN OTHERWISE, THE FOLLOWING EASEMENTS ARE HEREBY PLATTED:

- A. A 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE FRONT LINES OF EACH LOT. B. A 7.50 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE REAR LINES OF EACH
- C. A 5.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG BOTH SIDE LOT LINES OF
- D. A 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG STREETS, WHEN FRONT EA IS NOT APPROPRIATE.
- E. A 20.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG PERIMETER OF SUBDIVISI
- 25. THE SOLE RESPONSIBILITY FOR THE SURFACE MAINTENANCE OF EASEMENTS IS HEREBY VESTED WITH INDIVIDUAL PROPERTY OWNER UNLESS OTHERWISE NOTED.

26. MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY AND UNITED STATES SERVICE REGULATIONS.

- 27. THE TOTAL NUMBER OF LOTS BEING PLATTED IS 79 LOTS. THE TOTAL NUMBER OF TRACTS BEING F IS 4 TRACTS.
- 28. PURSUANT TO RESOLUTION _ __, APPROVED BY THE BOARD OF DIRECTORS, EL PASO COUNTY IMPROVEMENT DISTRICT AND RECORDED IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECOR _THE PARCELS WITHIN THE PLATTED BOUNDARIES OF FOREST LAKE AT RECEPTION NO.__ NO. 7 ARE INCLUDED WITHIN THE BOUNDARIES OF THE EL PASO COUNTY PUBLIC IMPROVEMENT DIST NO. 3 AND AS SUCH IS SUBJECT TO APPLICABLE ROAD IMPACT FEES AND MILL LEVY.
- 29. DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LAWS, REGULATIONS, ORDINANCES, REVIEW AN PERMIT REQUIREMENTS, AND OTHER AGENCY REQUIREMENTS, IF ANY, OF A APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO, THE COLORADO DEPARTMENT OF PARKS AND WILDLIFE. COLORADO DEPARTMENT OF TRANSPORTATION, U.S. ARMY CORP. OF ENGINEERS, THE U.S. FISH & WILDLIFE SER AND/OR COLORADO DEPARTMENT OF WILDLIFE REGARDING THE ENDANGERED SPECIES ACT.
- 30. THE PROPERTY WITHIN THIS SUBDIVISION IS INCLUDED IN PINON PINES METROPOLITAN DISTRICT NO. INSTRUMENTS RECORDED UNDER RECEPTION NOS. 204033348 & 208042748.
- 31. GEOLOGIC HAZARDS DISCLOSURE STATEMENT: AREAS OF THE PROPOSED SUBDIVISION HAVE BEEN F BE IMPACTED BY GEOLOGIC CONDITIONS INCLUDING SHALLOW GROUNDWATER, EXPANSIVE SOILS AND BEDROCK, AND POTENTIAL FOR FLOOD, EROSION AND DEBRIS FLOW. THESE CONDITIONS CAN BE M BY AVOIDANCE, REGRADING, PROPER ENGINEERING DESIGN, AND CONSTRUCTION TECHNIQUES. A MA THE HAZARD AREAS AND PROPOSED MITIGATION MEASURES CAN BE FOUND IN THE GEOLOGIC HAZAF EVALUATION AND PRELIMINARY GEOTECHNICAL INVESTIGATION PREPARED BY CTL THOMSON INC., DA JULY 18, 2018 AND IS HELD IN THE FOREST LAKES FILINGS 5, 6, & 7 PUD/PRELIMINARY PLAN AME FILE (PUDSP-18-001) AT THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTI A DEBRIS FLOW/MUD FLOW ANALYSIS PREPARED BY CTL THOMPSON INC., DATED AUGUST 6, 2018 HELD IN THIS FILE. THE PROPOSED LOT LAYOUT AND DRAINAGE DESIGN ADDRESSES THE RECOMMENDATIONS OF THAT ANALYSIS.
- 32. ALL PROPERTY WITHIN THIS SUBDIVISION IS TO BE INCLUDED IN THE FOREST LAKES ASSOCIATION. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND LAKES RESIDENTIAL ARE RECORDED UNDER RECEPTION NO. 215119474 AND AS AME
- 33. ALL PROPERTY WITHIN THIS SUBDIVISION IS WITHIN THE FOREST LAKES PUD AS RECORDED UNDER RECEPTION NO. 219053733 AND AMENDED BY RECEPTION NO. 219159875.
- 34. PIKES PEAK REGIONAL BUILDING DEPARTMENT HAS SIGNED AND STAMPED THE MYLARS AT RECEPTIC

35. A DETENTION MAINTENANCE/BMP AGREEMENT HAS BEEN RECORDED AT RECEPTION NO. _____

SUMMARY TABLE:

LOTS/TRACTS	AREA	F	PERCENTAGE	OWNER	MAINTENANCE
TRACT A (OPEN SPACE, TRAILS, PUBLIC UTILITIES, DRAINAGE MAILBOXES, PARKING)	1,568,962 S	SF	44%	FOREST LAKES METROPOLITAN DISTRICT	FOREST LAKES METROPOLITAN DISTRICT
TRACT B (OPEN SPACE, TRAILS, PUBLIC UTILITIES, DRAINAGE)	12,167 SI	F	(<1%)	FOREST LAKES METROPOLITAN DISTRICT	FOREST LAKES METROPOLITAN DISTRICT
TRACT C (OPEN SPACE, TRAILS, PUBLIC UTILITIES, DRAINAGE)	96,380 S	SF	3%	FOREST LAKES METROPOLITAN DISTRICT	FOREST LAKES METROPOLITAN DISTRICT
TRACT D (OPEN SPACE, TRAILS, PUBLIC UTILITIES, DRAINAGE)	574,905 S	SF	16%	FOREST LAKES METROPOLITAN DISTRICT	FOREST LAKES METROPOLITAN DISTRICT
LOTS (79 TOTAL)	1,068,636 5	SF	30%	INDIVIDUAL LOT OWNERS	INDIVIDUAL LOT OWNERS
PUBLIC R.O.W.	272,803 S	SF	8%	COUNTY	COUNTY
TOTAL	3,593,853 \$	SF	100%		

SURVEYOR'S STATEMENT:

I, DOUGLAS P. REINELT. A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO. DO HEREBY CERTIFY THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON DATE OF SURVEY, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:10.000: AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISION, OR SURVEYING OF LAND AND ALL APPLICABLE PROVISION OF THE EL PASO COUNTY LAND DEVELOPMENT CODE. I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20 ___,

DOUGLAS P. REINELT. PROFESSIONAL LAND SURVEYOR COLORADO P.L.S. NO. 30118 FOR AND ON BEHALF OF CLASSIC CONSULTING ENGINEERS AND SURVEYORS, LLC

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER 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.

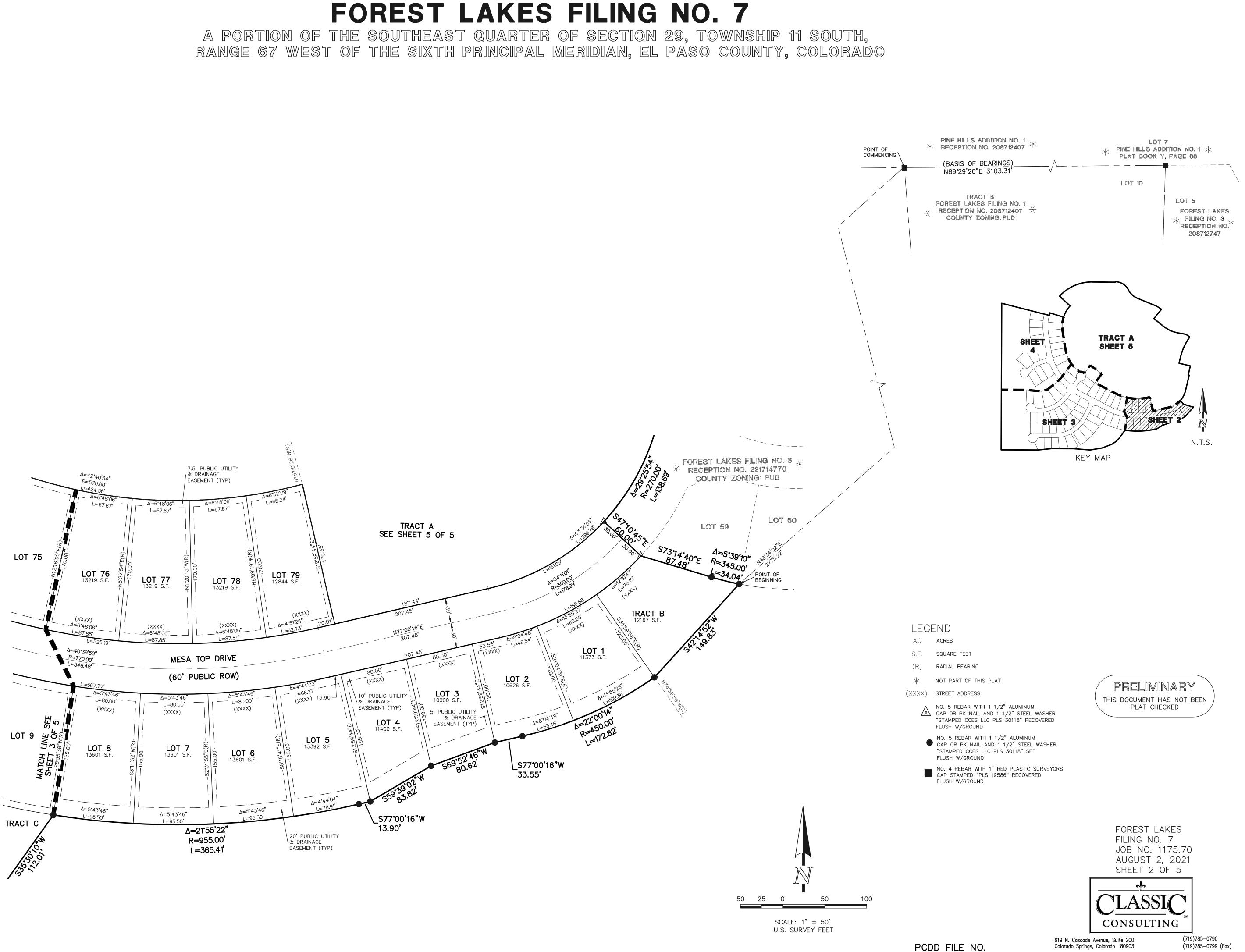
COUNTY APPROVAL CERTIFICATE:

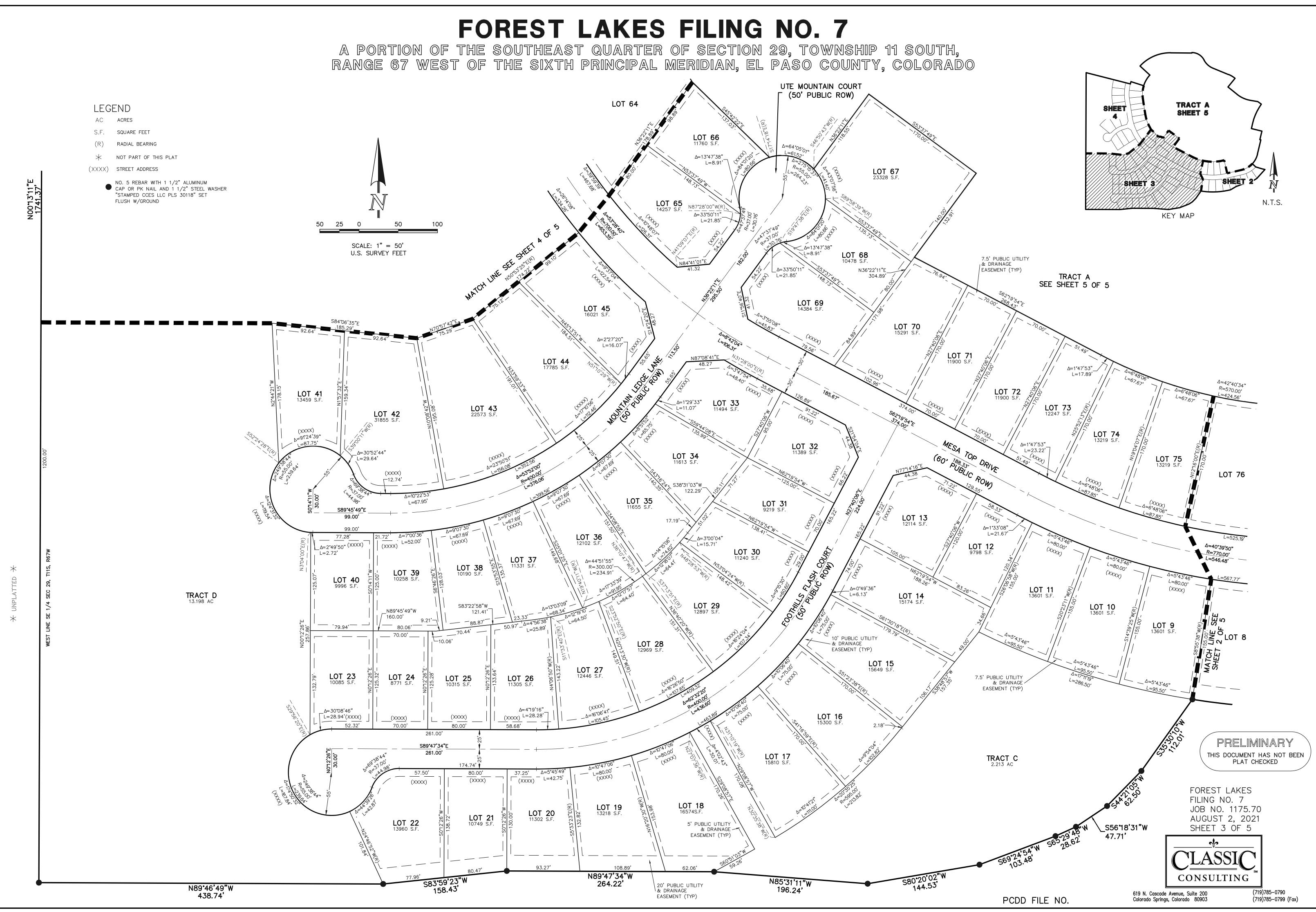
THIS PLAT FOR FOREST LAKES FILING NO. 7 WAS APPROVED FOR FILING BY THE EXECUTIVE DIRECTOR OF THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT ON THIS ____ DAY OF 20__, SUBJECT TO ANY NOTES SPECIFIED HEREON AND ANY CONDITIONS INCLUDED IN THE (NAME OF DOCUMENT TO BE DETERMINED). THE DEDICATIONS OF LAND TO THE PUBLIC (STREETS AND EASEMENTS) ARE ACCEPTED. BUT PUBLIC IMPROVEMENTS THEREON WILL NOT BECOME MAINTENANCE 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.

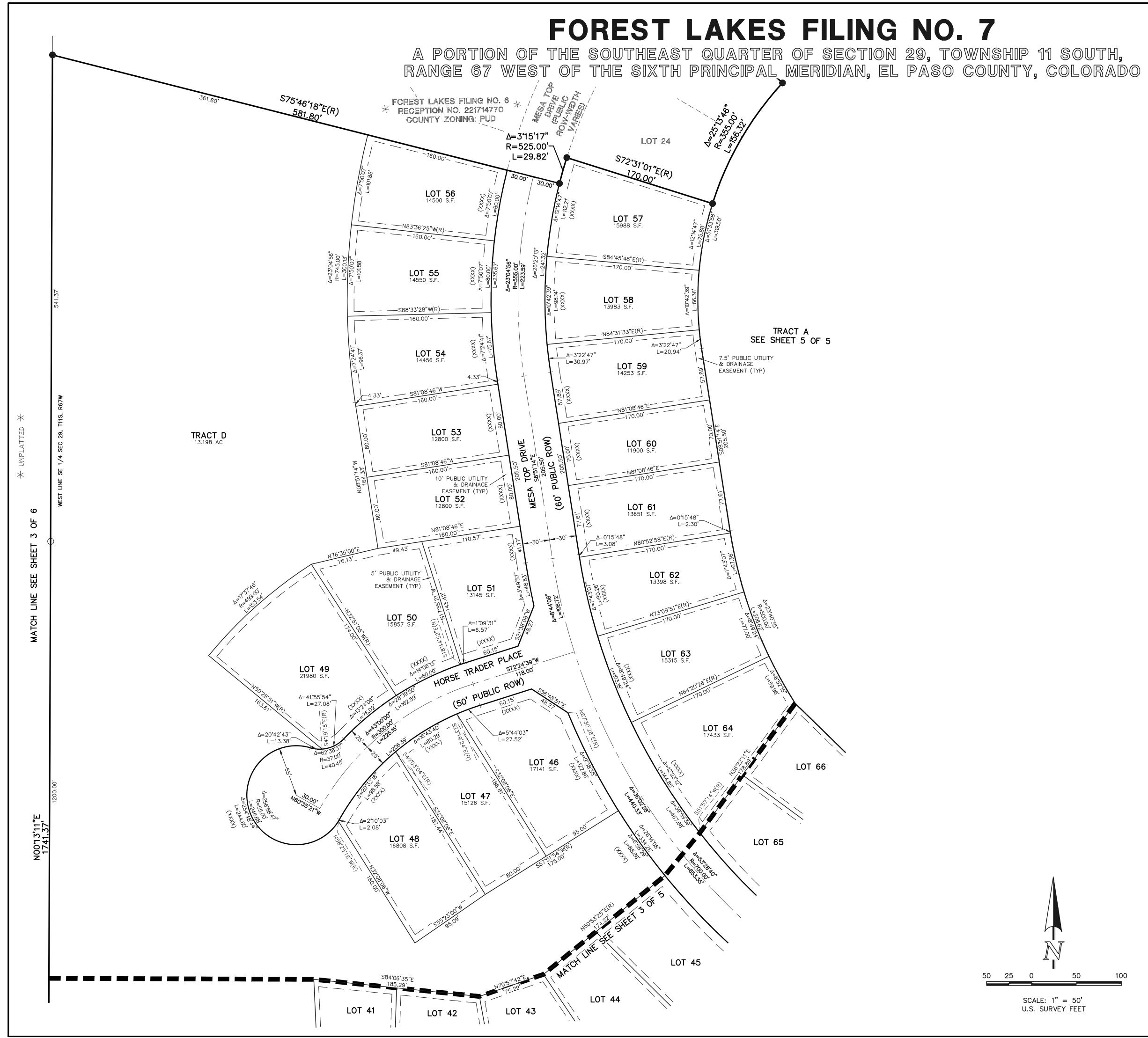
H LOT. EACH	EXECUTIVE DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT	DATE						
ASEMENT								
ION.	COUNTY ASSESSOR	DATE						
H THE	CLERK AND RECORDER:							
POSTAL	STATE OF COLORADO)							
PLATTED) ss COUNTY OF EL PASO)							
PUBLIC CORDER ES FILING TRICT	I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR R ATO'CLOCKM. THISDAY OF, 2 AND IS DULY RECORDED AT RECEPTION NO RECORDS OF EL PASO COUNTY, COLORADO. CHUCK BROERMAN, RECORDER	20, A.D.,						
ND	BY: DEPUTY							
RVICE	FEE:							
2 BY	SURCHARGE:							
OUND TO	SCHOOL FEE: DISTRICT 38	PRELIMINARY						
ITIGATED	BRIDGE FEE: NO BRIDGE FEES THIS DOCUMENT HAS NOT BEEN							
NP OF NRDS	URBAN PARK FEE: LAND IN LIEU OF FEES							
TED ENDMENT	REGIONAL PARK FEE: LAND IN LIEU OF FEES							
MENT. IS ALSO	DRAINAGE FEE: <u>BEAVER CREEK BASIN</u> CREE	DITS						
	OWNER:							
FOREST	719–592–9333 F J	OREST LAKES ILING NO. 7 OB NO. 1175.70						
ON NO.		AUGUST 2, 2021 Sheet 1 of 5						
	NO REVISION DATE	*						
•		ASSI						
		NSULTING						
	619 N. Cascade Avenue, Suit Colorado Springs, Colorado							

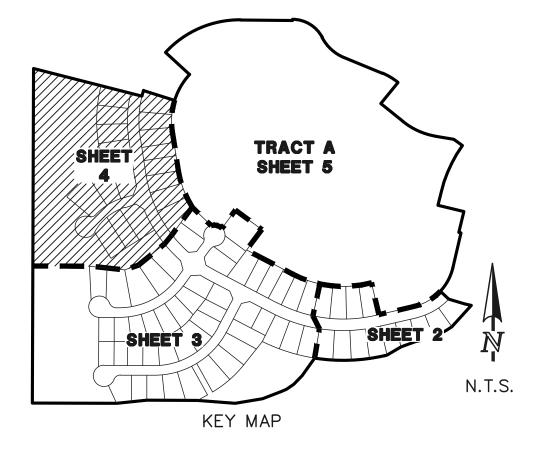
_ IN THE OFFICE

HOMEOWNE	RS	
EASEMENTS NDED.	FOR	FOREST











AC ACRES

- S.F. SQUARE FEET
- (R) RADIAL BEARING
- \star NOT PART OF THIS PLAT

(XXXX) STREET ADDRESS

- NO. 5 REBAR WITH 1 1/2" ALUMINUM CAP OR PK NAIL AND 1 1/2" STEEL WASHER "STAMPED CCES LLC PLS 30118" SET FLUSH W/GROUND
- O NO. 5 REBAR WITH 1 1/2" ALUMINUM CAP OR PK NAIL AND 1 1/2" STEEL WASHER "STAMPED CCES LLC PLS 30118" TO BE SET FLUSH W/GROUND

PRELIMINARY THIS DOCUMENT HAS NOT BEEN PLAT CHECKED

> FOREST LAKES FILING NO. 7

> > 00

CONSULTING

JOB NO. 1175.70 AUGUST 2, 2021 SHEET 4 OF 5

100 50

PCDD FILE NO.

619 N. Cascade Avenue, Suite 200 Colorado Springs, Colorado 80903

(719)785–0790 (719)785–0799 (Fax)

