

**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 PHI REAL ESTATE SERVICES, LLC and CHEROKEE METROPOLITAN DISTRICT (collectively, Developer) and CENTRAL MARKSHEFFEL METROPOLITAN DISTRICT (Metro District), a quasi-municipal corporation and political subdivision of the State of Colorado. The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

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

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

C. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as Villas at Claremont Ranch; 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 Land Development Code, as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised Statutes (C.R.S.), requires the County to condition approval of all subdivisions on a developer’s promise to so construct adequate drainage, water runoff control facilities, and BMPs in subdivisions; and

F. WHEREAS, the Drainage Criteria Manual, Volume 2, as amended by Appendix I of the El Paso County Engineering Criteria Manual (ECM), as each may be periodically amended, promulgated pursuant to the County’s Colorado Discharge Permit System General Permit (MS4 Permit) as required by Phase II of the National Pollutant Discharge Elimination System (NPDES), which MS4 Permit requires that the County take measures to protect the quality of stormwater from sediment and other contaminants, requires subdividers, developers, landowners, and owners of facilities located in the County’s rights-of-way or easements to provide adequate permanent stormwater quality BMPs with new development or significant redevelopment; and

G. WHEREAS, Section 2.9 of the El Paso County Drainage Criteria Manual provides for a developer's promise to maintain a subdivision's drainage facilities in the event the County does not assume such responsibility; and

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

I. WHEREAS, Developer desires to construct for the 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 is or will be platted as Tract F, as indicated on the final plat of the subdivision, and as set forth on Exhibit B attached hereto; and

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

L. WHEREAS, it is the County's experience that subdivision developers and property owners historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/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 Colorado Constitution, Article XIV, Section 18(2) and Section 29-1-203, Colorado Revised Statutes, governmental entities may cooperate and contract with each other to provide any function, services, or facilities lawfully authorized to each.

Agreement

NOW, THEREFORE, in consideration of the mutual Promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.

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

3. Construction: Developer shall construct on that portion of the Property described in [Exhibit B](#) 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 respective successors and assigns, for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the Provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

4. Maintenance: The Metro District agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the detention basin/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 hereby grants the County and the Metro District 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 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. 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, 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. Reimbursement of County's Costs / Covenant Running With the Land: The Developer and the Metro District agree and covenant, for themselves, their respective successors and assigns, that they will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMP(s) pursuant to the provisions of this Agreement.

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

8. Contingencies of Subdivision Approval: Developer's and the Metro 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 F, Villas at Claremont Ranch, as indicated on the final plat of the subdivision, from Developer to the Metro District (which will 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. Agreement Monitored by El Paso County Development Services Department and/or El Paso County Department of Public Works: Any and all actions and decisions to be made hereunder by the County shall be made by the Director of the El Paso County Development Services Department and/or the Director of the El Paso County Department of Public Works. Accordingly, any and all documents, submissions, plan approvals, inspections, etc. shall be submitted to and shall be made by the Director of the Development Services Department and/or the Director of the El Paso County Department of Public Works.

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

13. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/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. Applicable Law and Venue: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in the El Paso County District Court.

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

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 2nd day of June, 2023, by:

PHI REAL ESTATE SERVICES, LLC

By: 
Paul Broussard, Manager

The foregoing instrument was acknowledged before me this 2nd day of JUNE, 2023, by Paul Broussard, Director of Operations, Phi Real Estate Service, LLC.

Witness my hand and official seal.

My commission expires: 4/15/2027




Notary Public

Executed this 8th day of February, 2023, by:
CENTRAL MARKSHEFFEL METROPOLITAN DISTRICT

By: [Signature]
Kevin Walker, District Manager

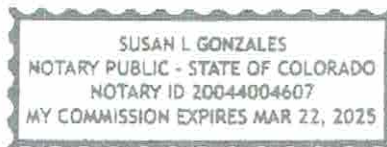
Attest:

By: _____

The foregoing instrument was acknowledged before me this 8th day of February, 2023 by Kevin Walker, District Manager, CENTRAL MARKSHEFFEL METROPOLITAN DISTRICT.

Witness my hand and official seal.

My commission expires: 3.22.25



[Signature]
Notary Public

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

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____

_____, Chair

Attest:

County Clerk and Recorder

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS OF
EL PASO COUNTY, COLORADO

Lori L. Seage
County Attorney's Office

By: _____
Meggan Herington, Executive Director
Planning and Community Development Department
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, Interim Executive Director of El Paso County Planning and Community Development Department.

Witness my hand and official seal.

My commission expires: _____

Notary Public

VILLAS AT CLAREMONT RANCH

A REPLAT OF TRACTS A, AND G OF "CLAREMONT RANCH FILING NO. 7",
BEING A PARCEL OF LAND IN A PORTION OF THE SOUTHWEST (SW 1/4) OF SECTION 4,
TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

KNOW ALL BY THESE PRESENTS:

THAT CHEROKEE METROPOLITAN DISTRICT (PARCEL A), AND PHI REAL ESTATE SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY, (PARCEL B), BEING ALL THE OWNERS OF THE FOLLOWING DESCRIBED TRACTS;

LEGAL DESCRIPTION:

PARCEL A
TRACT A, "CLAREMONT RANCH FILING NO. 7" AS RECORDED UNDER RECEPTION NO. 205071100 IN THE EL PASO COUNTY RECORDS.

PARCEL B
TRACT G, "CLAREMONT RANCH FILING NO. 7" AS RECORDED UNDER RECEPTION NO. 205071100 IN THE EL PASO COUNTY RECORDS.

SAID PARCELS CONTAINING A COMBINED CALCULATED AREA OF 442,943 SQUARE FEET (10.169 ACRES, MORE OR LESS).

DEDICATION:

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 PLATTED SAID LANDS INTO LOTS, TRACTS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF "VILLAS AT CLAREMONT RANCH". ALL PUBLIC IMPROVEMENTS SO PLATTED 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 OWNERS' 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 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.

BY: AMY LATHEN DATE
TITLE: GENERAL MANAGER, CHEROKEE METROPOLITAN DISTRICT
STATE OF COLORADO }
COUNTY OF _____ } SS

ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2023,
BY AMY LATHEN, GENERAL MANAGER OF CHEROKEE METROPOLITAN DISTRICT.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

BY: PAUL BROUSSARD DATE
TITLE: DIRECTOR OF OPERATIONS, PHI REAL ESTATE SERVICES, LLC
A COLORADO LIMITED LIABILITY COMPANY

STATE OF COLORADO }
COUNTY OF _____ } SS

ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2023,
BY PAUL BROUSSARD, DIRECTOR OF OPERATIONS, PHI REAL ESTATE SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

EASEMENTS:

FORMER TRACT A, "CLAREMONT RANCH FILING NO. 7" IS DEDICATED AS A PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IN ITS ENTIRETY. ADDITIONAL PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE AS SHOWN ON SHEET 5 OF 5.

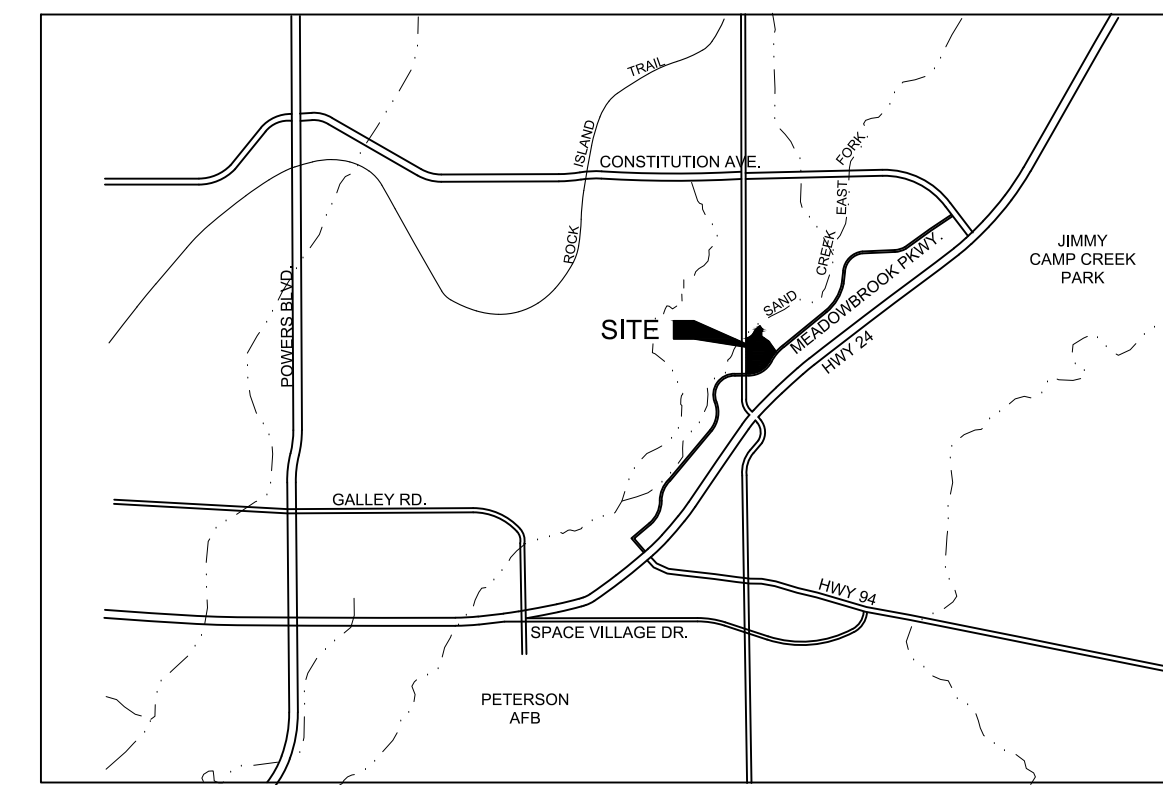
TRACT TABLE				
TRACT	SIZE (ACRES)	USE	OWNER	MAINT.
A	1.572	PRIVATE ROADS/PUBLIC UTILITY EASEMENTS/ DRAINAGE EASEMENTS	VCRHOA	VCRHOA
B	0.426	COMMON AREAS/OPEN SPACE/ EASEMENTS	VCRHOA	VCRHOA
C	0.441	COMMON AREAS/OPEN SPACE/ EASEMENTS	VCRHOA	VCRHOA
D	0.513	COMMON AREAS/OPEN SPACE/ EASEMENTS	VCRHOA	VCRHOA
E	3.930	OPEN SPACE/EASEMENTS	VCRHOA	VCRHOA
F	0.695	DETENTION POND/EASEMENTS	VCRHOA	VCRHOA
TOTAL	7.577	(TOTAL ACREAGE OF ALL TRACTS)		
*VCRHOA = VILLAS AT CLAREMONT RANCH HOMEOWNERS ASSOCIATION ALL TRACTS ARE TO BE CONVEYED BY SEPARATE INSTRUMENT.				

GENERAL NOTES:

- THIS PLAT WAS PREPARED BASED ON A FIELD SURVEY OF THE PROPERTY SHOWN HEREON BY M&S CIVIL CONSULTANTS, INC. ON SEPTEMBER 29, 2017. THE BASIS OF BEARINGS IS THE EASTERLY LINE OF TRACT L, "CLAREMONT RANCH FILING NO. 7" AS RECORDED UNDER RECEPTION NO. 2005071100 IN THE EL PASO COUNTY, COLORADO RECORDS. SAID LINE WAS FOUND TO BE MONUMENTED AS SHOWN HEREON AND IS ASSUMED TO BEAR N00°07'48"E, 814.58 FEET. THE UNIT OF MEASUREMENT FOR ALL DISTANCES IS THE U.S. SURVEY FOOT.
- THE CURRENT FLOOD INSURANCE RATE MAP (FIRM) FOR THE AREA SHOWN BY THIS PLAT HAS BEEN REVIEWED. A SMALL AREA IN THE NORTHWEST CORNER LIES WITHIN ZONE AE (FLOODWAY) AS SHOWN HEREON. THE REMAINDER OF THE PROPERTY LIES WITHIN ZONE X (AREA SUBJECT TO MINIMAL FLOOD RISK)
- A TITLE REPORT ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, NUMBER H0670271-071-APL-SSC DATED JULY 30, 2022 AT 8:00 A.M. HAS BEEN EXAMINED. THE FOLLOWING EXCEPTIONS AS THEY RELATE TO THE PROPERTY BEING REPLATTED HEREON, AS NUMBERED THEREIN, ARE HEREBY NOTED.
 - NOT SURVEY RELATED, NOTHING TO SHOW
 - TC#8 THE RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT OR REMOVE HIS ORE SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES THEREBY GRANTED AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 16, 1886 IN BOOK 72 AT PAGE 90; AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN. (NOTHING TO SHOW)
 - TC#9 ANY ASSESSMENT OR LIEN OF CHEROKEE METROPOLITAN DISTRICT, AS DISCLOSED BY THE INSTRUMENT RECORDED AUGUST 11, 1986 IN BOOK 5216 AT PAGE 353 AND RECORDED MAY 27, 1992 IN BOOK 5983 AT PAGE 83. (NOT SURVEY RELATED, NOTHING TO SHOW)
 - TC#10 ANY ASSESSMENT OR LIEN OF CENTRAL MARKSHEFFEL METROPOLITAN DISTRICT, AS DISCLOSED BY THE INSTRUMENT RECORDED OCTOBER 3, 2002 AT RECEPTION NO. 202169647 AND RECORDED DECEMBER 12, 2002 AT RECEPTION NO. 202221165. (NOT SURVEY RELATED, NOTHING TO SHOW)
 - TC#11 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RESOLUTION NO. 03-127 OF THE BOARD OF COUNTY COMMISSIONERS, EL PASO COUNTY RECORDED MAY 8, 2003 AT RECEPTION NO. 203099698. (NOT SURVEY RELATED, NOTHING TO SHOW)
 - TC#12 AN AVIGATION AND HAZARD EASEMENT GRANTED TO THE CITY OF COLORADO SPRINGS, BY THE INSTRUMENT RECORDED NOVEMBER 18, 2004 AT RECEPTION NO. 204190786 AND RECORDED NOVEMBER 18, 2004 AT RECEPTION NO. 204190787, UPON THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT, OVER SUBJECT PROPERTY. (AFFECTS ENTIRE SITE, NOTHING TO SHOW)
 - TC#13 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE CLAREMONT RANCH FILING NO. 7 DEVELOPMENT PLAN RECORDED JANUARY 18, 2005 AT RECEPTION NO. 205007124. (AFFECTS ENTIRE SITE, NOTHING TO SHOW)
 - TC#14 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT, RECORDED MAY 17, 2005 AT RECEPTION NO. 205071099. (NOT SURVEY RELATED, NOTHING TO SHOW)
 - TC#15 TERMS, CONDITIONS, RESTRICTIONS, PROVISIONS, NOTES AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON THE PLAT(S) OF SAID SUBDIVISION SET FORTH BELOW:
RECORDING DATE: MAY 17, 2005
RECORDING NO: 205071100 (AS SHOWN)
 - TC#16 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RESOLUTION NO. 04-496 AS SET FORTH BELOW:
RECORDING DATE: JANUARY 31, 2005
RECORDING NO.: 205015064 (NOT SURVEY RELATED, NOTHING TO SHOW)
 - TC#17 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS AND OBLIGATIONS CONTAINED IN THE RIGHT OF ENTRY AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 14, 2008
RECORDING NO.: 208112358 (NOT SURVEY RELATED, NOTHING TO SHOW)
 - TC#18 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS AND OBLIGATIONS CONTAINED IN THE AMENDMENT TO RIGHT OF ENTRY AS SET FORTH BELOW:
RECORDING DATE: MARCH 22, 2010
RECORDING NO.: 210025995. (NOT SURVEY RELATED, NOTHING TO SHOW)
 - TC#19 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS AND OBLIGATIONS CONTAINED IN THE RIGHT OF ENTRY EASEMENT AS SET FORTH BELOW:
RECORDING DATE: NOVEMBER 9, 2010
RECORDING NO.: 210113781 (NOT SURVEY RELATED, NOTHING TO SHOW)
 - TC#20 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS AND OBLIGATIONS CONTAINED IN THE PERMANENT EASEMENT AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: DECEMBER 3, 2010
RECORDING NO.: 210123365 (AS SHOWN)
 - TC#21 SOUTHERN DELIVERY SYSTEM LAND SURVEY DIAGRAM PHASE 2A RECORDED FEBRUARY 27, 2013 AT RECEPTION NO. 213025835. (NOTHING TO SHOW)
 - TC#22 TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AMENDED AND RESTATED RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL MARKSHEFFEL METROPOLITAN DISTRICT CONCERNING THE IMPOSITION OF CAPITAL FACILITIES FEE AS SET FORTH BELOW:
RECORDING DATE: NOVEMBER 14, 2017
RECORDING NO.: 217138355 (NOT SURVEY RELATED, NOTHING TO SHOW)

GENERAL NOTES: (CONT.)

- THE PROPERTY IS THE SUBJECT OF A SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED UNDER RECEPTION NO. _____ IN THE RECORDS OF EL PASO COUNTY, COLORADO.
- WATER AND WASTEWATER SERVICES FOR THIS SUBDIVISION ARE PROVIDED BY THE CHEROKEE METROPOLITAN DISTRICT SUBJECT TO THE DISTRICTS RULES REGULATIONS AND SPECIFICATIONS. (BOOK 5893, PAGE 83)
- ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER CURRENTLY REGISTERED IN THE STATE OF COLORADO.
- THE ADDRESSES EXHIBITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
- MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY, COLORADO DEPARTMENT OF TRANSPORTATION AND UNITED STATES POSTAL SERVICE REGULATIONS.
- NOTICE: THIS PROPERTY MAY BE IMPACTED BY NOISE CAUSED BY AIRCRAFT OPERATING INTO AND OUT OF THE COLORADO SPRINGS AIRPORT. THE BUYER SHOULD FAMILIARIZE HIMSELF/HERSELF WITH POTENTIALITY AND RAMIFICATIONS THEREOF. (REC. NOS. 97151716 AND 98009638)
- ALL PROPERTY WITHIN THIS SUBDIVISION IS SUBJECT TO AVIGATION EASEMENTS AS RECORDED UNDER RECEPTION NO. 204190786 AND RECEPTION NO. 204190787 IN THE RECORDS OF EL PASO COUNTY, COLORADO. AS SUCH:
 - NO MAN-MADE OR NON MAN-MADE OBSTRUCTIONS ARE ALLOWED TO PENETRATE THE 40:1 APPROACH SURFACE.
 - ALL EXTERIOR LIGHTING PLANS ARE TO BE APPROVED BY THE DIRECTOR OF AVIATION TO PREVENT A HAZARD TO AIRCRAFT.
 - NO ELECTROMAGNETIC, LIGHT, OR ANY PHYSICAL EMISSIONS WHICH MAY INTERFERE WITH AIRCRAFT, AVIGATION, COMMUNICATIONS OR NAVIGATIONAL AIDS ARE ALLOWED.
 - IF A CRANE IS TO BE USED DURING THE CONSTRUCTION PERIOD, AN FAA FORM 7460-1 WILL NEED TO BE FILED THROUGH THE AIRPORT OPERATIONS OFFICE AND APPROVED BY THE FEDERAL AVIATION ADMINISTRATION BEFORE ANY BUILDING PERMIT IS ISSUED BY THE COUNTY. NORMAL TIME REQUIRED FOR APPROVAL IS 30 - 60 WORKING DAYS.
- THE APPROVAL OF THIS PLAT VACATES ALL PRIOR PLATS FOR THE AREA PLATTED AS SHOWN HEREON.
- THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO MEADOWBROOK PARKWAY FROM ANY LOT PLATTED HEREIN. THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO MARKSHEFFEL ROAD FROM ANY LOT PLATTED HEREIN.
- THE FOLLOWING REPORTS HAVE BEEN FILED AT THE COUNTY PLANNING DEPARTMENT: SOILS AND GEOLOGICAL STUDY, WATER AVAILABILITY STUDY, DRAINAGE REPORT, WILDFIRE HAZARD REPORT, NATURAL FEATURES REPORT EROSION CONTROL REPORT. (FILE SF-22-028).
- A "GEOLOGY AND SOILS STUDY" FOR VILLAS AT CLAREMONT RANCH, EL PASO COUNTY, COLORADO WAS COMPLETED BY ENTECH ENGINEERING, INC. ON SEPTEMBER 22, 2017 (REVISED APRIL 16, 2020). THE FOLLOWING LOTS HAVE BEEN FOUND TO BE IMPACTED BY GEOLOGIC HAZARDS. LOTS: 3,4,5,6,19,20,21,42,59,60,61. MITIGATION MEASURES AND A MAP OF THE HAZARD AREA CAN BE FOUND IN THE SOIL, GEOLOGY, AND GEOLOGIC HAZARD STUDY BY ENTECH ENGINEERING INC. ON SEPTEMBER 22, 2017 (REVISED APRIL 16, 2020) IN FILE PUDSP211 AVAILABLE AT THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT:
 - ARTIFICIAL FILL: ACROSS THE SITE
 - COLLAPSIBLE SOILS: POTENTIALLY ACROSS THE SITE
 - AREAS OF EROSION: ACROSS THE SITE
 - POTENTIALLY SEASONALLY HIGH GROUNDWATER:(NORTHWESTERN PORTION OF THE SITE)
 THE PROPERTY IS LOCATED ON FIRM PANEL NO. 08041C0756G, DATED 12.07.2018, SAID PROPERTY, AS SHOWN HERON, IS THE SUBJECT OF LETTER OF MAP REVISION (LOMR), CASE NO. 08-08-0630P WITH AN EFFECTIVE DATE OF SEPTEMBER, 24, 2008. THE PROPOSED DEVELOPMENT WILL AVOID THIS AREA.
GROUNDWATER & FLOODPLAIN AREAS:
THE NORTHERN PORTION OF THE SITE IS MAPPED WITHIN FLOODPLAIN ZONES ACCORDING TO FEMA MAP NO. 08041C0756G, FIGURE 8 (REFERENCE 7). THE FLOODPLAIN IS ALONG THE EAST FORK OF SAND CREEK, AND THE PROPOSED DEVELOPMENT WILL AVOID THIS AREA. ENTECH ENGINEERING INC. CONCLUDES IN THEIR REPORT THAT DEVELOPMENT OF THE SITE CAN BE ACHIEVED IF THE ITEMS MENTIONED ABOVE ARE MITIGATED. THESE ITEMS CAN BE MITIGATED THROUGH PROPER DESIGN AND CONSTRUCTION OR THROUGH AVOIDANCE. INVESTIGATION ON EACH LOT IS RECOMMENDED PRIOR TO CONSTRUCTION.
- NO DRIVEWAY SHALL BE ESTABLISHED UNLESS AN ACCESS PERMIT HAS BEEN GRANTED BY EL PASO COUNTY.
- INDIVIDUAL LOT PURCHASERS ARE RESPONSIBLE FOR CONSTRUCTING DRIVEWAYS, INCLUDING NECESSARY DRAINAGE CULVERTS PER LAND DEVELOPMENT CODE SECTION 6.3.3.C.2 AND 6.3.3.C.3.
- THE SUBDIVIDER/DEVELOPER HAS FAMILIARIZED ITSELF WITH CURRENT AMERICANS WITH DISABILITIES ACT (ADA) LAWS AND ACCESSIBILITY STANDARDS AND HAS LAID OUT THE PLAT AND ASSOCIATED GRADING AND CONSTRUCTION PLANS SO THAT ALL SITE ELEMENTS MEET THE APPLICABLE ADA DESIGN STANDARDS AS PUBLISHED BY THE UNITED STATES DEPARTMENT OF JUSTICE. APPROVAL OF THIS PLAT AND ASSOCIATED CONSTRUCTION DOCUMENTS BY EL PASO COUNTY DOES NOT ASSURE COMPLIANCE WITH THE ADA OR ANY REGULATIONS OR GUIDELINES ENACTED OR PROMULGATED UNDER OR WITH RESPECT TO SUCH LAWS. IT IS THE RESPONSIBILITY OF THE DEVELOPER/HOME BUILDER TO ENSURE ADA ACCESSIBILITY DURING CONSTRUCTION OF THE PRIVATE SIDEWALKS.



VICINITY MAP
NOT TO SCALE

GENERAL NOTES: (CONT.)

- 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 C.R.S. § 18-4-508.
- DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LAWS, REGULATIONS, ORDINANCES, REVIEW AND PERMIT REQUIREMENTS, AND OTHER AGENCY REQUIREMENTS, IF ANY, OF APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO, THE COLORADO DIVISION OF WILDLIFE, COLORADO DEPARTMENT OF TRANSPORTATION, U.S. ARMY CORPS OF ENGINEERS AND THE U.S. FISH AND WILDLIFE SERVICE REGARDING THE ENDANGERED SPECIES ACT.
- ALL PROPERTY WITHIN THIS SUBDIVISION IS SUBJECT TO THE PRIVATE DETENTION BASIN/STORMWATER QUALITY BMP MAINTENANCE AGREEMENT AND EASEMENT RECORDED UNDER RECEPTION NO. _____ IN THE RECORDS OF EL PASO COUNTY.
- ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGH THEIR PROPERTY. PUBLIC DRAINAGE EASEMENTS AS SPECIFICALLY NOTED ON THE PLAT 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.
- THE PRIVATE ROADS AS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY EL PASO COUNTY UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN CONFORMANCE WITH EL PASO COUNTY STANDARDS IN EFFECT AT THE DATE OF THE REQUEST FOR DEDICATION AND MAINTENANCE.
- ALL PROPERTY WITHIN THIS SUBDIVISION IS SUBJECT TO A DECLARATION OF COVENANTS AS RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER.
- THE PROPERTY IS WITHIN THE SERVICE AREA OF THE CENTRAL MARKSHEFFEL METROPOLITAN DISTRICT AND, AS SUCH, IS SUBJECT TO AN AGREEMENT FOR THE CONSTRUCTION OF MARKSHEFFEL ROAD.
- THE SUBDIVIDER(S) AGREES ON BEHALF OF HIM/HERSELF AND ANY DEVELOPER OR BUILDER SUCCESSORS AND ASSIGNEES THAT SUBDIVIDER AND/OR SAID SUCCESSORS AND ASSIGNS SHALL BE REQUIRED TO PAY TRAFFIC IMPACT FEES IN ACCORDANCE WITH THE EL PASO COUNTY ROAD IMPACT FEE PROGRAM RESOLUTION (RESOLUTION NO. 19-471), OR ANY AMENDMENTS THERETO, AT OR PRIOR TO THE TIME OF BUILDING PERMIT SUBMITTALS. THE FEE OBLIGATION, IF NOT PAID AT FINAL PLAT RECORDING, SHALL BE DOCUMENTED ON ALL SALES DOCUMENTS AND ON PLAT NOTES TO ENSURE THAT A TITLE SEARCH WOULD FIND THE FEE OBLIGATION BEFORE SALE OF THE PROPERTY.
- A PORTION OF THE PROPERTY SHALL BE DEDICATED FOR THE PURPOSE OF ADDITIONAL PUBLIC RIGHT-OF-WAY FOR MEADOWBROOK PARWAY. (3,710 SQUARE FEET ADJACENT TO THE NORTHERLY LINE OF THE EXISTING 80' PUBLIC RIGHT-OF-WAY.)
- ALL LOTS ARE REAR LOADED AND WILL BE ADDRESSED OFF OF THE STREET BEHIND, WITH ADDRESSES POSTED ON THE REAR OF THE HOME ONLY.

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR CERTIFICATE:

THIS PLAT FOR "VILLAS AT CLAREMONT RANCH" WAS APPROVED FOR FILING BY THE EL PASO COUNTY, COLORADO PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR ON THE _____ DAY OF _____, 2023, SUBJECT TO ANY NOTES SPECIFIED HEREON AND ANY CONDITIONS SPECIFIED HEREON.

PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR _____ DATE _____

CLERK AND RECORDER:

STATE OF COLORADO }
COUNTY OF _____ } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ THIS _____ DAY OF _____, 2023, A.D., AND DULY RECORDED UNDER RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

FEE: _____ CHUCK BROERMAN, RECORDER

SURCHARGE: _____ BY: _____ DEPUTY

SURVEYORS CERTIFICATE

I VERNON P. TAYLOR, 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 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 PROVISIONS OF THE EL PASO COUNTY LAND DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 2023.

VERNON P. TAYLOR
COLORADO PLS NO. 25966, FOR AND
ON BEHALF OF M&S CIVIL CONSULTANTS, INC

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.

FEES:

DRAINAGE FEE:	_____
BRIDGE FEE:	_____
SCHOOL FEE:	_____
REGIONAL PARK FEE:	\$ 38,180.00
URBAN PARK FEE:	\$ 24,070.00

SUMMARY:

83 LOTS	2,507 ACRES	24.65%
6 TRACTS	7,577 ACRES	74.51%
RIGHTS-OF-WAY	0.085 ACRES	0.84%
TOTAL	10,169 ACRES	100.00%

CHEROKEE METROPOLITAN DISTRICT
6250 PALMER PARK BOULEVARD
COLORADO SPRINGS, CO 80915
PHONE: 719-597-5080

PHI REAL ESTATE SERVICES, LLC
200 W CITY CENTER DRIVE #200
PUEBLO, CO 81003
PHONE: 719-584-2800

FINAL PLAT
VILLAS AT CLAREMONT RANCH
JOB NO: 70-107
DATE PREPARED: 09/15/2017
DATE REVISED: 02/18/2020
DATE REVISED: 07/29/2022
DATE REVISED: 10/17/2022
DATE REVISED: 12/09/2022
DATE REVISED: 01/23/2023
DATE REVISED: 01/31/2023
DATE REVISED: 04/10/2023
FILE NO.: SF-22-028



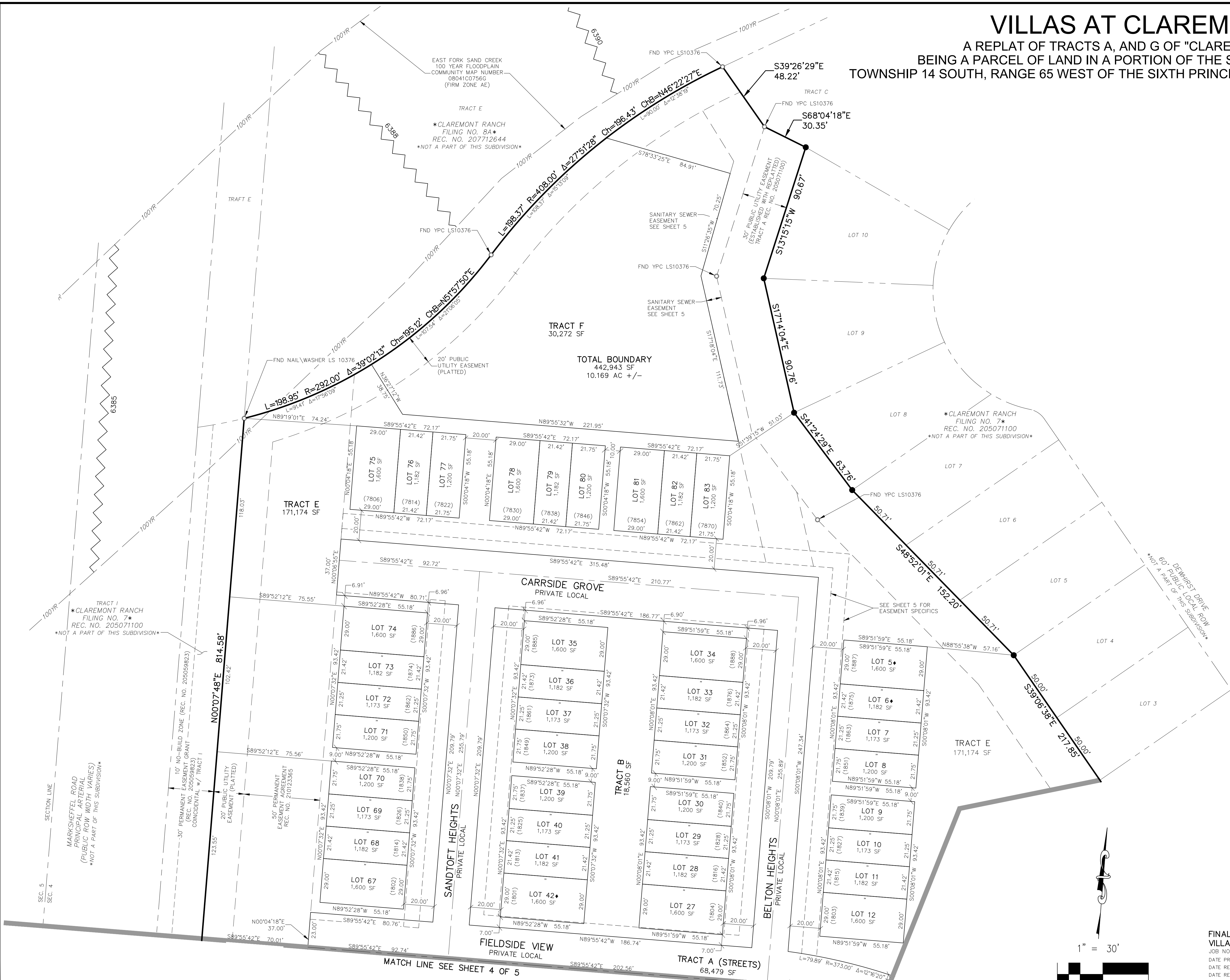
CIVIL CONSULTANTS, INC.

PREPARED BY:
ERIC L. YOKOM
FOR AND ON
BEHALF OF
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

SHEET 1 OF 5

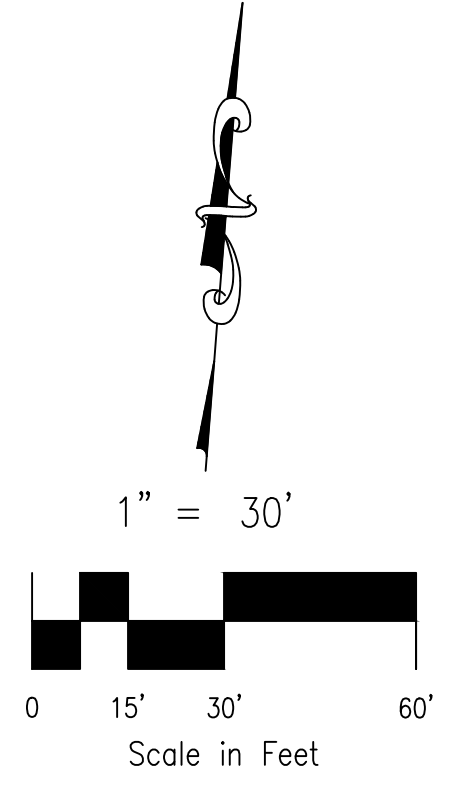
VILLAS AT CLAREMONT RANCH

A REPLAT OF TRACTS A, AND G OF "CLAREMONT RANCH FILING NO. 7",
BEING A PARCEL OF LAND IN A PORTION OF THE SOUTHWEST (SW 1/4) OF SECTION 4,
TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO



LEGEND:

SF	SQUARE FEET
(xxxx)	ADDRESS
Ch	CHORD
ChB	CHORD BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS LABELED, FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
—	BOUNDARY LINE
---	PROPERTY LINE
- - - -	EASEMENT LINE
- - - -	ADJACENT SUBDIVISION, PROPERTY, AND RIGHTS-OF-WAY LINES
- - - -	EXISTING CENTERLINES
- - - -	EXISTING EASEMENT LINES
◆	DENOTES LOTS REQUIRING SPECIAL STUDIES OR THAT PRESENT SIGNIFICANT CONSTRAINTS AND/OR HAZARDS TO DEVELOPMENT SEE GENERAL NOTE 14



FINAL PLAT
VILLAS AT CLAREMONT RANCH
JOB NO. 79-107
DATE PREPARED: 09/15/2017
DATE REVISION: 02/18/2020
DATE REVISION: 07/29/2022
DATE REVISION: 10/17/2022
DATE REVISION: 12/09/2022
DATE REVISION: 01/23/2023
DATE REVISION: 01/31/2023
DATE REVISION: 04/10/2023
FILE NO.: SF-22-028

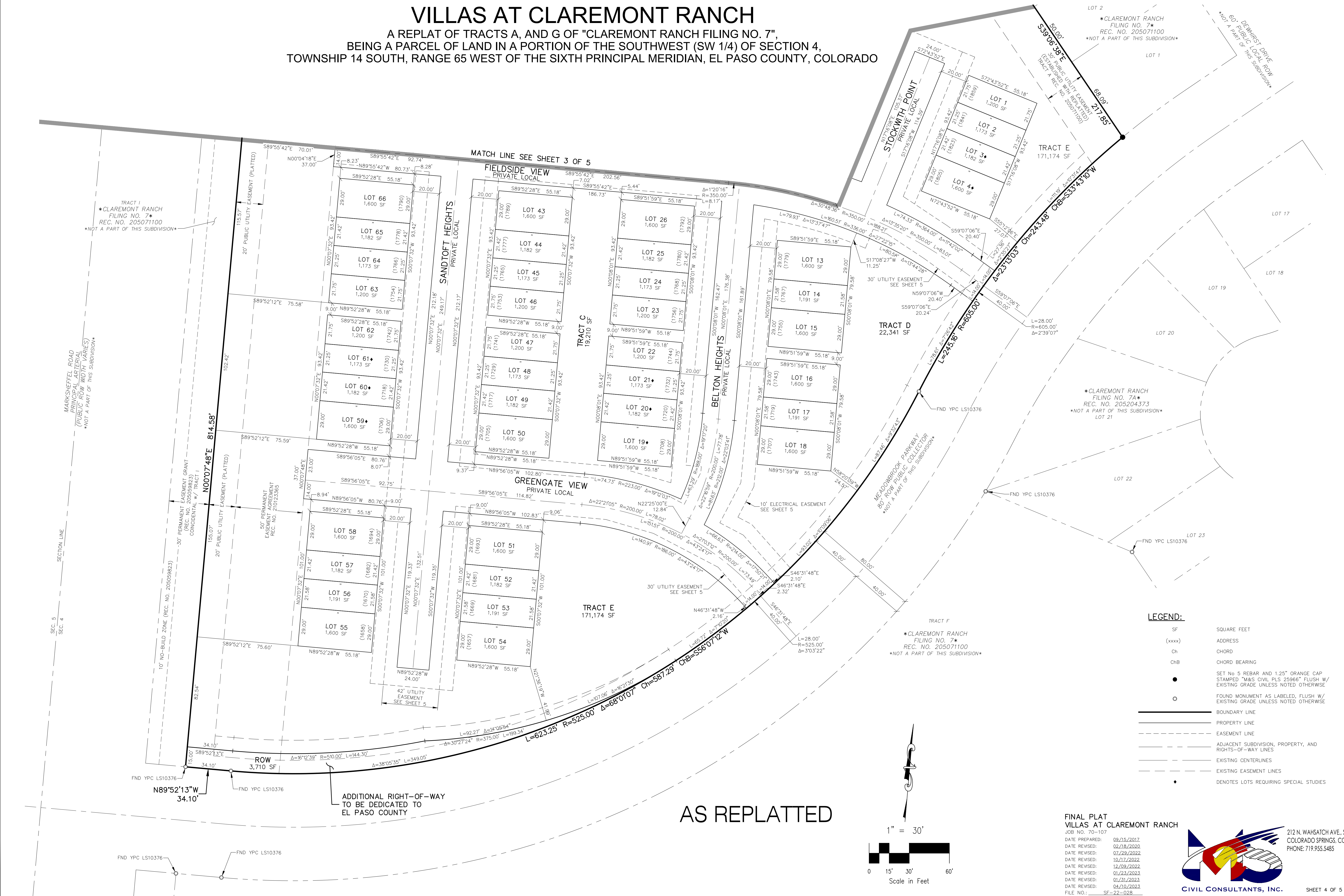
CIVIL CONSULTANTS, INC.
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

AS REPLATTED

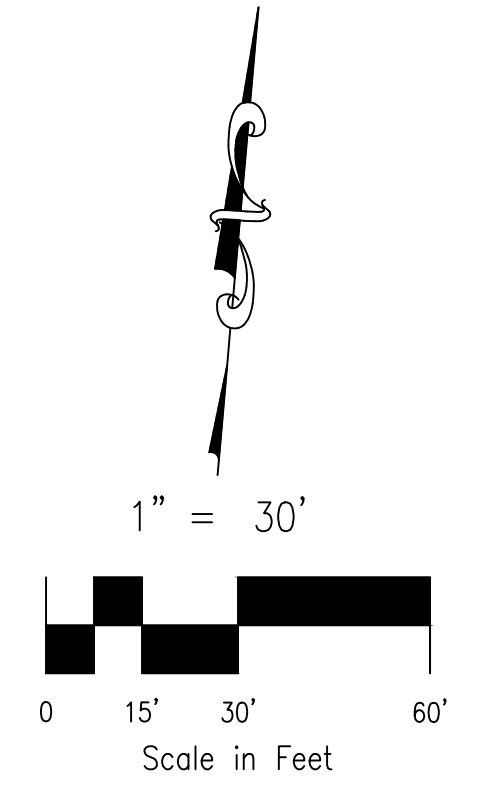
File: C:\V0107A-Villas at Claremont\Premier Homes\Survey\Plan\70107.plt.dwg Plotstamp: 4/12/2023 9:00 AM

VILLAS AT CLAREMONT RANCH

A REPLAT OF TRACTS A, AND G OF "CLAREMONT RANCH FILING NO. 7",
BEING A PARCEL OF LAND IN A PORTION OF THE SOUTHWEST (SW 1/4) OF SECTION 4,
TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO



- LEGEND:**
- SF SQUARE FEET
 - (xxxx) ADDRESS
 - Ch CHORD
 - ChB CHORD BEARING
 - SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
 - FOUND MONUMENT AS LABELED, FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
 - BOUNDARY LINE
 - - - PROPERTY LINE
 - - - EASEMENT LINE
 - - - ADJACENT SUBDIVISION, PROPERTY, AND RIGHTS-OF-WAY LINES
 - - - EXISTING CENTERLINES
 - - - EXISTING EASEMENT LINES
 - DENOTES LOTS REQUIRING SPECIAL STUDIES



FINAL PLAT
VILLAS AT CLAREMONT RANCH
JOB NO. 79-107
DATE PREPARED: 09/15/2017
DATE REVISION: 02/18/2020
DATE REVISION: 07/29/2022
DATE REVISION: 10/17/2022
DATE REVISION: 12/09/2022
DATE REVISION: 01/23/2023
DATE REVISION: 01/31/2023
DATE REVISION: 04/10/2023
FILE NO.: SF-22-028

CIVIL CONSULTANTS, INC.
212 N. WAHSATCH AVE., STE. 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

SHEET 4 OF 5

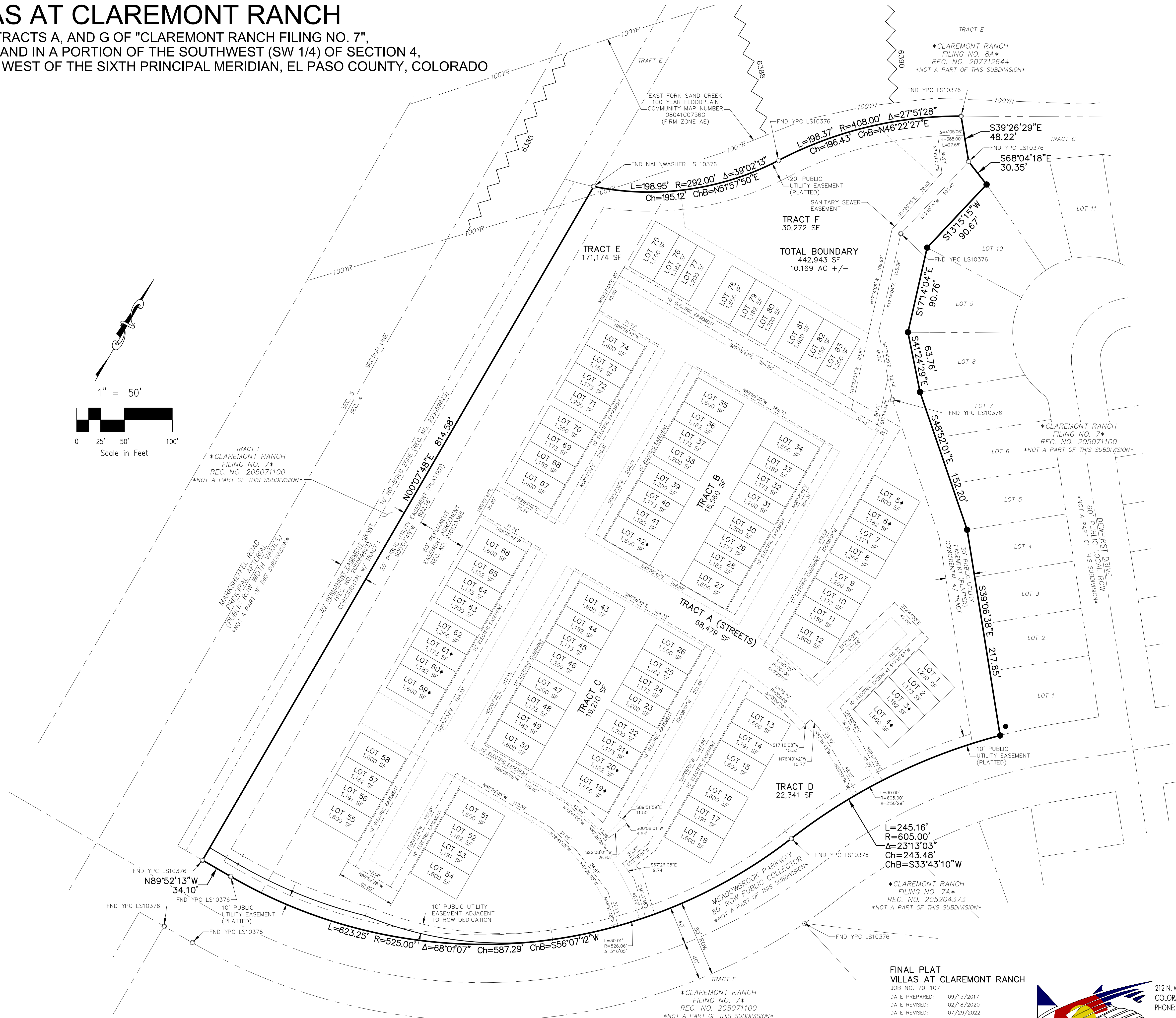
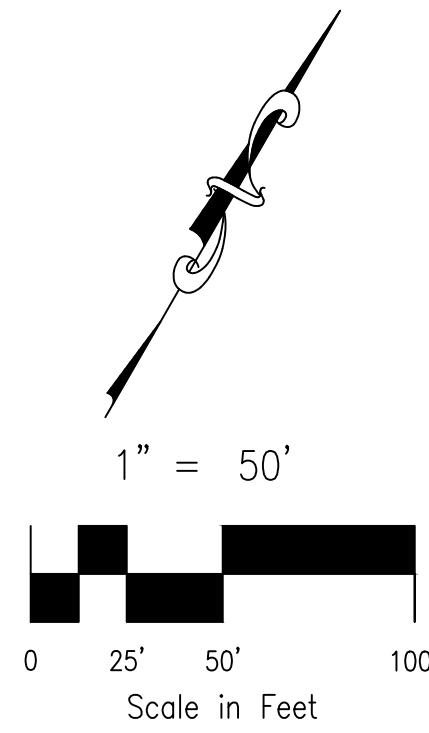
File: C:\V0107A-Villas at Claremont\Premier Homes\Survey\Plot\70107.plt.dwg Plotstamp: 4/7/2023 9:01 AM

VILLAS AT CLAREMONT RANCH

A REPLAT OF TRACTS A, AND G OF "CLAREMONT RANCH FILING NO. 7",
BEING A PARCEL OF LAND IN A PORTION OF THE SOUTHWEST (SW 1/4) OF SECTION 4,
TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

LEGEND:

- SF SQUARE FEET
- (xxxx) ADDRESS
- Ch CHORD
- ChB CHORD BEARING
- SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
- FOUND MONUMENT AS LABELED, FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
- BOUNDARY LINE
- - - PROPERTY LINE
- - - EASEMENT LINE
- - - ADJACENT SUBDIVISION, PROPERTY, AND RIGHTS-OF-WAY LINES
- - - EXISTING CENTERLINES
- - - EXISTING EASEMENT LINES
- ◆ DENOTES LOTS REQUIRING SPECIAL STUDIES OR THAT PRESENT SIGNIFICANT CONSTRAINTS AND/OR HAZARDS TO DEVELOPMENT SEE GENERAL NOTE 14



EASEMENT EXHIBIT

FINAL PLAT
VILLAS AT CLAREMONT RANCH
JOB NO. 70-107
DATE PREPARED: 09/15/2017
DATE REVISED: 02/18/2020
DATE REVISED: 07/29/2022
DATE REVISED: 10/17/2022
DATE REVISED: 12/09/2022
DATE REVISED: 01/23/2023
DATE REVISED: 01/31/2023
DATE REVISED: 04/10/2023
FILE NO.: SF-22-028



212 N. WAHSATCH AVE., STE. 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

File: C:\V01007A-Villas at Claremont\Premier Homes\Survey\Plat\70107.plt.dwg Plotstamp: 4/12/2023 9:02 AM

EXHIBIT B

Tract F, Villas at Claremont Ranch