

**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 **WMAO, LC C/O Tim & Mindy Emick, A Colorado Corporation**, (Owner or Developer). The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

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

B. WHEREAS, Developer desires to develop on the Property a subdivision/land use to be known as **Dwire Storage Yard Fil. No. 1**; and

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

D. WHEREAS, Chapter 8, Section 8.4.5 of the El Paso County Land Development Code, as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised Statutes (C.R.S.), requires the County to condition approval of all subdivisions on a developer’s promise to so construct adequate drainage, water runoff control facilities, and BMPs in subdivisions; and

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

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

G. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions,

which basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control; and

H. WHEREAS, Developer desires to construct for the subdivision/land use 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 operate, clean, maintain and repair such detention basin/BMP(s); and

I. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that will be platted as Lot 1, as indicated on Exhibit B attached hereto; and

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

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

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

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

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

O. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this subdivision/land use upon the Developer’s grant herein of a perpetual Easement over a portion of the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s); and

Agreement

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

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

2. Covenants Running with the Land: Developer/Owner agrees that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in **Exhibit A** attached hereto, and that this entire Agreement and the performance thereof shall be binding upon itself, its successors and assigns.

3. Construction: Developer shall construct on that portion of the Property described in **Exhibit A** 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. In cases where a subdivision is not required, the one year period will commence to run on the date the Erosion and Stormwater Quality Control Permit (ESQCP) is issued. Rough grading of the detention basin/BMP(s) must be completed and inspected by the El Paso County Planning and Community Development Department prior to commencing road construction.

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project, and shall have the right to seek reimbursement from the Developer/Owner and its successors and assigns, for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the Provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

4. Maintenance: The Developer/Owner agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), and otherwise keep the same in good repair, all at its own cost and expense. No trees or shrubs that will impair the structural integrity of the detention basin/BMP(s) shall be planted or allowed to grow on the detention basin/BMP(s).

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

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin/BMP(s) is not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer/Owner and its successors and assigns, that the detention basin/BMP(s) needs to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should the responsible parties fail to correct the specified problem(s), the County may enter upon the Property to so correct the specified problem(s). Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

7. Reimbursement of County's Costs / Covenant Running With the Land: The Developer/Owner agrees and covenants, for itself, its successors and assigns, that it will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMP(s) pursuant to the provisions of this Agreement.

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

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

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

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

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer/Owner agrees, for itself, its successors and assigns, that it will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to its intentional or negligent acts, errors or omissions or that of its agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the detention basin/BMP(s), and such obligation arising under this Paragraph shall be joint

and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law.

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

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

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

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

IN WITNESS WHEREOF, the Parties affix their signatures below.

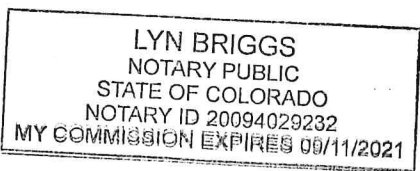
Executed this 3 day of January, 201²⁰~~9~~, by:
TIMBERLINE LANDSCAPING, INC, a Colorado Corporation

By: [Signature]

The foregoing instrument was acknowledged before me this 3rd day of January, 201²⁰~~9~~, by **TIMBERLINE LANDSCAPING, INC, a Colorado Corporation**

Witness my hand and official seal.

My commission expires: 9/11/21



[Signature]
Notary Public

Executed this _____ day of _____, 201²⁰~~9~~, by:

**BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO**

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

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

Exhibit A



102 E. Pikes Peak Ave, STE 500
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

**DWIRE STORAGE YARD
FILING NO. 1
LEGAL DESCRIPTION**

EXHIBIT A

BASIS OF BEARINGS: A PORTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO. THE SECTION CORNER COMMON TO SECTIONS 28,29, 32, AND 33 BEING MONUMENTED WITH A 3" ALUMINUM CAP STAMPED "PLS 38256", FROM WHICH A YELLOW PLASTIC CAP STAMPED "PLS 37909", BEARS S89°58'59"E, A DISTANCE OF 861.03 FEET.

LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE AFORESAID YELLOW PLASTIC CAP;

THENCE N09°06'45"E A DISTANCE OF 145.85 FEET;

THENCE N00°59'19"E A DISTANCE OF 325.07 FEET;

THENCE N01°07'15"W A DISTANCE OF 804.53 FEET TO THE SOUTHERLY LINE OF THE FORMER CHICAGO, ROCK ISLAND, AND PACIFIC RAILROAD AS RECORDED UNDER RECEPTION NO. 215057836 IN THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE 649.44 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT ON SAID SOUTHERLY LINE, SAID CURVE HAVING A RADIUS OF 1795.32 FEET, AND A CENTRAL ANGLE OF 20°43'34" (THE CHORD OF WHICH BEARS N75°36'49"E, 645.91 FEET);

THENCE S00°13'52"W A DISTANCE OF 1455.11 FEET TO THE AFORESAID SOUTH LINE OF SECTION 28;

THENCE N89°57'07"W ALONG SAID SOUTH LINE A DISTANCE OF 626.77 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 843,414 S.F. (19.362 ACRES MORE OR LESS).

Exhibit B

DWIRE STORAGE YARD FILING NO. 1

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28,
TOWNSHIP 13 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
EL PASO COUNTY, STATE OF COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT DL HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A PORTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO. THE SECTION CORNER COMMON TO SECTIONS 28, 29, 32, AND 33 BEING MONUMENTED WITH A 3" ALUMINUM CAP STAMPED "PLS 38256", FROM WHICH A YELLOW PLASTIC CAP STAMPED "PLS 37909", BEARS N89°58'59"E, A DISTANCE OF 861.03 FEET.

COMMENCING AT THE AFORESAID YELLOW PLASTIC CAP;
THENCE N09°06'45"E A DISTANCE OF 145.85 FEET;
THENCE N00°59'19"E A DISTANCE OF 325.07 FEET;
THENCE N01°07'15"W A DISTANCE OF 804.53 FEET TO THE SOUTHERLY LINE OF THE FORMER CHICAGO, ROCK ISLAND, AND PACIFIC RAILROAD AS RECORDED UNDER RECEPTION NO. 215057836 IN THE RECORDS OF EL PASO COUNTY, COLORADO;
THENCE 649.44 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT ON SAID SOUTHERLY LINE, SAID CURVE HAVING A RADIUS OF 1795.32 FEET, AND A CENTRAL ANGLE OF 20°43'34" (THE CHORD OF WHICH BEARS N75°36'49"E, 645.91 FEET);
THENCE S00°13'52"W A DISTANCE OF 1455.11 FEET TO THE AFORESAID SOUTH LINE OF SECTION 28;
THENCE N89°57'07"W ALONG SAID SOUTH LINE A DISTANCE OF 626.77 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 843,414 S.F. (19.362 ACRES MORE OR LESS).

DEDICATION:

THE UNDERSIGNED OWNER HAS CAUSED SAID TRACT OF LAND TO BE PLATTED INTO LOTS, TRACTS, AND EASEMENTS, AS SHOWN ON THE PLAT. THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO EL PASO COUNTY THOSE PUBLIC EASEMENTS AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENTS TO EL PASO COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN EL PASO COUNTY. THIS TRACT OF LAND AS PLATTED HEREIN SHALL BE KNOWN AS "DWIRE STORAGE YARD FILING NO. 1", IN EL PASO COUNTY, COLORADO.

OWNER:

THE AFOREMENTIONED, DH HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY, BY _____ AS _____, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____ 2019, A.D.

NAME, POSITION,
DH HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

NOTARIAL:

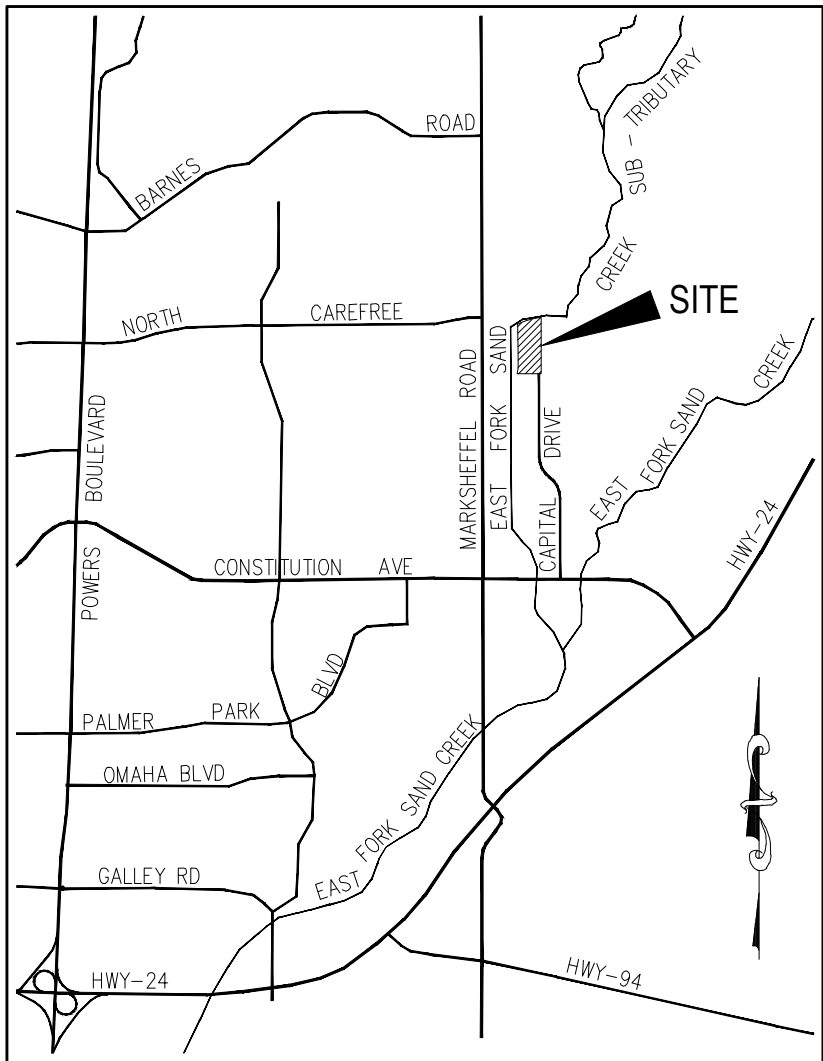
STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

THE ABOVE AND AFOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2019, A.D. BY _____ OF _____
DH HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC: _____

PLAT NOTES:

- BASIS OF BEARINGS:**
BEARINGS ARE BASED ON A PORTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO. THE SECTION CORNER COMMON TO SECTIONS 28, 29, 32, AND 33 BEING MONUMENTED WITH A 3" ALUMINUM CAP STAMPED "PLS 38256", FROM WHICH A YELLOW PLASTIC CAP STAMPED "PLS 37909", BEARS N89°58'59"E, A DISTANCE OF 861.03 FEET. THE UNITS OF MEASUREMENT IS U.S. SURVEY FEET.
- FLOODPLAIN STATEMENT:**
A PORTION OF THIS SITE IS LOCATED WITHIN A DESIGNATED FEMA FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY MAP NUMBER 08041C0543G, EFFECTIVE DATE DECEMBER 7, 2018.
NO STRUCTURES ARE PERMITTED WITHIN THE DESIGNATED FLOODPLAIN AREAS.
- TITLE COMMITMENT:**
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY M&S CIVIL CONSULTANTS, INC., TO DETERMINE THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OF LAND, OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, M&S CIVIL CONSULTANTS, INC., RELIED UPON TITLE COMMITMENT FILE NO. RND55075005, PREPARED BY LAND TITLE GUARANTEE COMPANY, AS AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DATED FEBRUARY 14, 2019.
- ALL CORNERS OF THIS SURVEY ARE FOUND OR SET AS NOTED HEREON.
- THE PROPERTY IS SUBJECT TO AN AVIGATION EASEMENT AS SPECIFIED ON THE INSTRUMENT RECORDED AT BOOK 5038 AND PAGE 1088 OF THE RECORDS OF EL PASO COUNTY, COLORADO.
- NOTICE: THIS PROPERTY MAY BE SUBJECT TO NOISE CAUSED BY AIRCRAFT OPERATING INTO AND OUT OF THE COLORADO SPRINGS MUNICIPAL AIRPORT. NO MAN-MADE OR NON MAN-MADE OBSTRUCTIONS ARE ALLOWED TO PENETRATE THE 40:1 APPROACH SURFACE.
- ALL EASEMENTS THAT ARE DEDICATED HEREON FOR PUBLIC UTILITY PURPOSES SHALL BE SUBJECT TO THOSE TERMS AND CONDITIONS AS SPECIFIED IN THE INSTRUMENT RECORDED AT RECEPTION NUMBER 212112548 OF THE RECORDS OF EL PASO COUNTY, COLORADO. ALL OTHER EASEMENTS OR INTERESTS OF RECORD AFFECTING ANY OF THE PLATTED PROPERTY DEPICTED HEREON SHALL NOT BE AFFECTED AND SHALL REMAIN IN FULL FORCE AND EFFECT.
- 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 CRS 18-4-508.



VICINITY MAP
N.T.S.

TRACT TABLE				
TRACT	SIZE (ACRES)	USE	MAINTENANCE	OWNERSHIP
A	0.433	FLOODPLAIN	DL	DL
B	1.469	DETENTION POND/DRAINAGE	DL	DL
TOTAL	1.902	(TOTAL ACREAGE OF ALL TRACTS)	N/A	N/A
DL = DL HOLDINGS, LLC				

SURVEYORS STATEMENT

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF:
M&S CIVIL CONSULTANTS, INC
102 E. PIKES PEAK AVE., 5TH FLOOR
COLORADO SPRINGS, CO.

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.

BOARD OF COUNTY COMMISSIONERS CERTIFICATE:

THIS PLAT FOR "DWIRE STORAGE YARD FILING NO. 1" WAS APPROVED FOR FILING BY THE EL PASO COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS ON THE _____ DAY OF _____, 2019, A.D., SUBJECT TO ANY NOTES SPECIFIED HEREON AND ANY CONDITIONS INCLUDED IN THE RESOLUTION OF APPROVAL. THE DEDICATIONS OF LAND TO THE PUBLIC INCLUDING EASEMENTS ARE ACCEPTED, BUT PUBLIC IMPROVEMENTS THEREON WILL NOT BECOME THE 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.

PRESIDENT, BOARD OF COUNTY COMMISSIONERS _____ DATE _____

COUNTY APPROVAL:

APPROVAL IS GRANTED FOR THIS PLAT OF "DWIRE STORAGE YARD FILING NO. 1" ON THIS _____ DAY OF _____, 2019, A.D.

EL PASO COUNTY DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT _____

EL PASO COUNTY ASSESSOR _____

RECORDING:

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT MY OFFICE AT ____O'CLOCK __, THIS _____ DAY OF _____, 2019, A.D., AND IS DULY RECORDED UNDER RECEPTION NUMBER _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

CHUCK BROERMAN, RECORDER

FEE: _____ BY: _____
DEPUTY

FEES:

DRAINAGE FEE: _____
BRIDGE FEE: _____
SCHOOL FEE: _____
PARK FEE: _____

SUMMARY:

4 LOTS	17.460 ACRES	90.18%
2 TRACTS	1.902 ACRES	9.82%
TOTAL	19.362 ACRES	100.00%

FINAL PLAT
DWIRE STORAGE YARD FILING NO. 1
JOB NO. 43-117
DATE PREPARED: 11/04/2019
DATE REVISED:



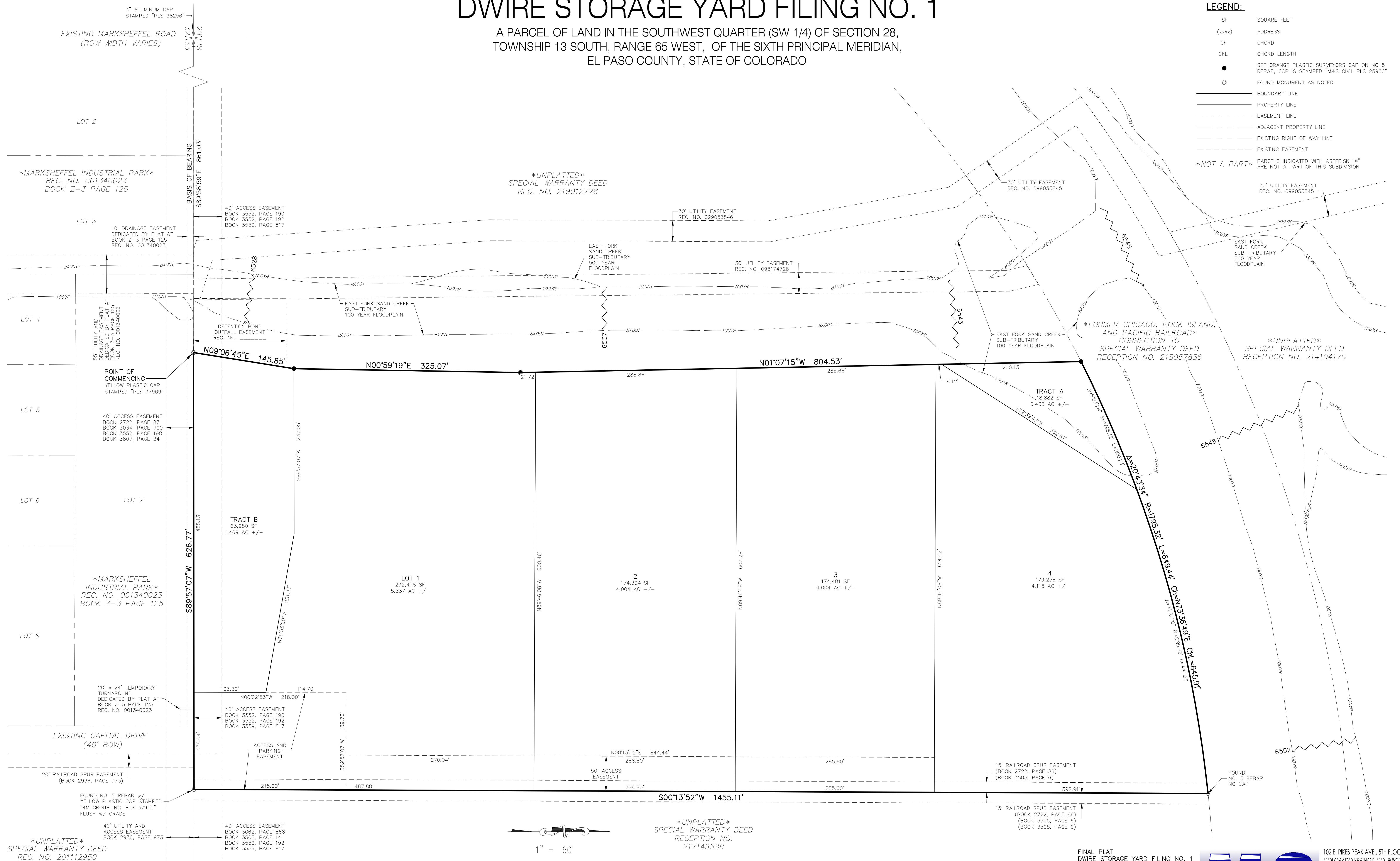
102 E. PIKES PEAK AVE., 5TH FLOOR
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5465

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28,
TOWNSHIP 13 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
EL PASO COUNTY, STATE OF COLORADO

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28,
TOWNSHIP 13 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
EL PASO COUNTY, STATE OF COLORADO

SF	SQUARE FEET
(xxxx)	ADDRESS
Ch	CHORD
ChL	CHORD LENGTH
●	SET ORANGE PLASTIC SURVEYOR'S CAP ON NO 5 REBAR, CAP IS STAMPED "M&S CIVIL PLS 25966"
○	FOUND MONUMENT AS NOTED
—————	BOUNDARY LINE
—————	PROPERTY LINE
- - - - -	EASEMENT LINE
- - - - -	ADJACENT PROPERTY LINE
- - - - -	EXISTING RIGHT OF WAY LINE
- - - - -	EXISTING EASEMENT

NOT A PART PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION



FINAL PLAT
DWIRE STORAGE YARD FILING NO. 1
JOB NO. 43-117
DATE PREPARED: 11/04/2019
DATE REVISED:



02 E. PIKES PEAK AVE., 5TH FLOOR
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485