

**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 **TIMBERRIDGE DEVELOPMENT GROUP, LLC** (Developer) and **THE RETREAT 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 **THE RETREAT AT TIMBERRIDGE**; 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 **THE RETREAT AT TIMBERRIDGE FILING NO. 1**; 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 **(4) FOUR** 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 **TRACTS B, D and within public drainage easements in TRACT C and LOT 10**, 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 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, **(4) FOUR** 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 **TRACTS B, D and public drainage easements in TRACT C and LOT 10**, 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 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 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.

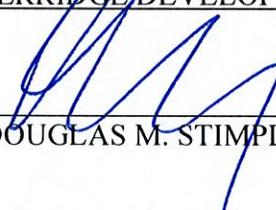
14. Applicable Law and Venue: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in 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 **TRACTS B, D and public drainage easements in TRACT C and LOT 10** from Developer to the Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 10<sup>th</sup> day of November, 2020, by:

TIMBERRIDGE DEVELOPMENT GROUP, LLC

By:   
DOUGLAS M. STIMPLE, CEO

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of November, 2020, by DOUGLAS M. STIMPLE, CEO, TIMBERRIDGE DEVELOPMENT GROUP, LLC.

Witness my hand and official seal.

My commission expires: 12-02-2021

CHRISTINE L WISE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID # 19974021715  
MY COMMISSION EXPIRES DECEMBER 2, 2021

  
Notary Public

Executed this 10<sup>th</sup> day of November, 2020, by:

THE RETREAT METROPOLITAN DISTRICT

By:   
GEORGE LENZ, President

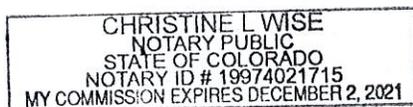
Attest:

By:   
Nate Lenz, Corporate Counsel

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of November,  
2020, by GEORGE LENZ, President, and Nate Lenz, Corporate Counsel, THE RETREAT METROPOLITAN DISTRICT

Witness my hand and official seal.

My commission expires: 12-02-2021



  
Notary Public

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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

Legal Description



JOB NO.1185.00-01R  
FEBRUARY 19, 2019  
REVISED MARCH 26, 2020  
PAGE 1 OF 2

619 N. Cascade Avenue, Suite 200 (719) 785-0790  
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

**LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING A PORTION OF SECTIONS 27 AND 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1326.68 FEET.

COMMENCING AT THE CENTER-EAST 1/16 CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING;

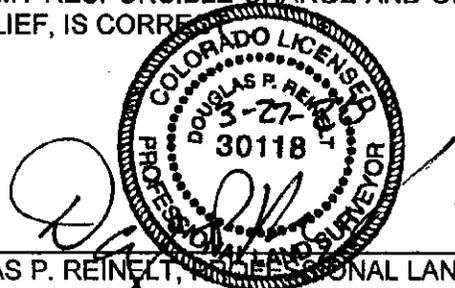
THENCE N00°30'49"W, ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 1270.77 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF VOLLMER ROAD AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430, RECORDS OF EL PASO COUNTY, COLORADO;  
THENCE N21°41'10"E, ON SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 450.63 FEET;  
THENCE S57°10'00"E, A DISTANCE OF 661.28 FEET TO A POINT ON CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S57°10'00"E, HAVING A DELTA OF 09°20'00", A RADIUS OF 770.00 FEET AND A DISTANCE OF 125.43 FEET TO A POINT ON CURVE;  
THENCE S66°30'00"E, A DISTANCE OF 255.51 FEET;  
THENCE S54°48'53"E, A DISTANCE OF 205.37 FEET;  
THENCE N90°00'00"E, A DISTANCE OF 424.49 FEET;  
THENCE S04°30'10"E, A DISTANCE OF 243.01 FEET;  
THENCE S85°00'00"W, A DISTANCE OF 184.29 FEET;  
THENCE S05°00'00"E, A DISTANCE OF 55.08 FEET;  
THENCE S35°00'00"E, A DISTANCE OF 230.09 FEET;  
THENCE S66°00'00"E, A DISTANCE OF 197.47 FEET TO A POINT ON CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S66°00'00"E, HAVING A DELTA OF 12°37'30", A RADIUS OF 525.00 FEET AND A DISTANCE OF 115.68 FEET TO A POINT OF TANGENT;  
THENCE N36°37'30"E, A DISTANCE OF 263.98 FEET;  
THENCE S53°22'30"E, A DISTANCE OF 243.17 FEET;

THENCE S71°41'17"E, A DISTANCE OF 171.36 FEET;  
THENCE S11°05'00"W, A DISTANCE OF 147.40 FEET TO A POINT ON CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N11°05'00"E,  
HAVING A DELTA OF 05°02'42", A RADIUS OF 725.00 FEET AND A LENGTH OF 63.84 FEET TO  
A POINT ON CURVE;  
THENCE S06°02'18"W, A DISTANCE OF 136.13 FEET;  
THENCE S00°54'30"E, A DISTANCE OF 720.00 FEET;  
THENCE S89°05'30"W, A DISTANCE OF 160.00 FEET;  
THENCE N88°03'59"W, A DISTANCE OF 85.10 FEET;  
THENCE S89°05'30"W, A DISTANCE OF 145.17 FEET;  
THENCE S05°04'00"E, A DISTANCE OF 416.10 FEET;  
THENCE S00°54'30"E, A DISTANCE OF 175.00 FEET;  
THENCE N89°05'30"E, A DISTANCE OF 150.00 FEET;  
THENCE S00°54'30"E, A DISTANCE OF 154.28 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 01°30'30", A RADIUS  
OF 1025.00 FEET AND A DISTANCE OF 26.98 FEET TO A POINT OF TANGENT;  
THENCE S02°25'00"E, A DISTANCE OF 18.66 FEET TO A POINT ON THE SOUTH LINE OF THE  
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27 TOWNSHIP 12  
SOUTH RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;  
THENCE S87°35'00"W, ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE  
SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 693.40 FEET TO THE SOUTH  
SIXTEENTH CORNER COMMON TO SAID SECTIONS 27 AND 28;  
THENCE N00°53'18"W ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 27, A DISTANCE OF 1316.78 FEET TO THE EAST  
QUARTER CORNER OF SAID SECTION 28;  
THENCE S89°08'28"W, ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE  
NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1326.68 FEET TO THE POINT  
OF BEGINNING;

CONTAINING A CALCULATED AREA OF 72.424 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 CORRECT.



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

MARCH 27, 2020  
DATE

**Exhibit B**

**Final Plat showing Tracts B and D and public drainage easements within Tract C and Lot 10**

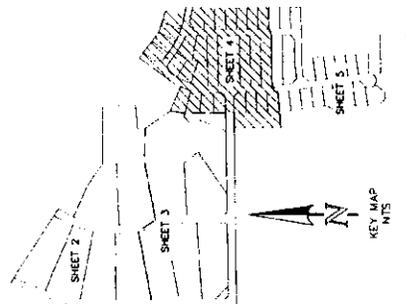
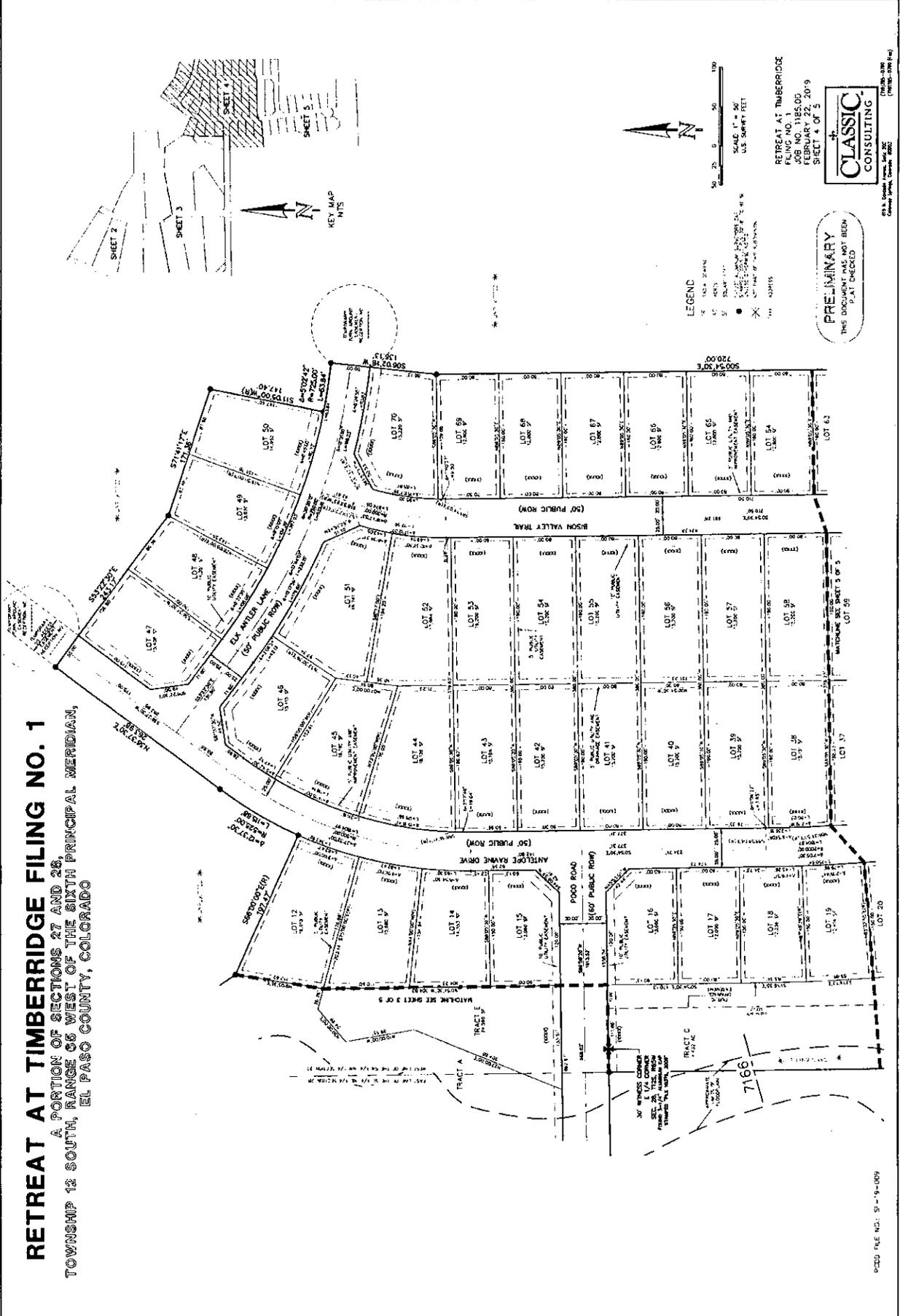






# RETREAT AT TIMBERIDGE FILING NO. 1

A PORTION OF SECTIONS 27 AND 28,  
TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
EL PASO COUNTY, COLORADO



SCALE: 1" = 40'  
U.S. SURVEY FEET

### LEGEND

- 1" = 40' SCALE
- U.S. SURVEY FEET
- 1" = 40' SCALE
- U.S. SURVEY FEET

RETREAT AT TIMBERIDGE  
FILING NO. 1  
JOB NO. 1185.00  
FEBRUARY 22, 2019  
SHEET 4 OF 5



CLASSIC CONSULTING  
10000 E. 10th Avenue, Suite 200  
Denver, Colorado, 80231  
(303) 751-3300  
(303) 751-3300 Fax

PRELIMINARY  
THIS DOCUMENT HAS NOT BEEN  
PLAT CHECKED

# RETREAT AT TIMBERRIDGE FILING NO. 1

A PORTION OF SECTIONS 27 AND 28,  
TOWNSHIP 12 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
EL PASO COUNTY, COLORADO

