



**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"), RIVERS BENT GRASS, LLLP ("Rivers") and BENT GRASS METROPOLITAN DISTRICT ("Metro District"), a quasi-municipal corporation and political subdivision of the State of Colorado, and LAND FIRST INC. ("Developer"). The above may occasionally be referred to herein singularly as "Party" and collectively as "Parties."

**Recitals**

A. WHEREAS, the Metro District provides various municipal services to certain real property in El Paso County, Colorado located within its boundaries; and

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

C. WHEREAS, the Developer desires to plat and develop on the Property a subdivision to be known as Bent Grass East Commercial Filing 2 (the "Subdivision"); 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 the construction of 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, Rivers, as the developer of an adjacent residential subdivision, 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, Rivers desires to construct the detention basin/BMP(s) on property that is or will be platted as Tract A, as indicated on the final plat of the subdivision, and as set forth on Exhibit B attached hereto; and

K. WHEREAS, Rivers 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 Metro District's failure to meet its obligations to do the same; and

N. WHEREAS, the County conditions approval of this Subdivision on Rivers' 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 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 Rivers' 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, Rivers 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: Rivers 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). Rivers shall not commence construction of the detention basin/BMP(s) until the El Paso County Development Services Department (DSD) 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 DSD. Rivers 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 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 Rivers 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 Metro District 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 problems. Should the responsible parties fail to correct the specified problems, the County may enter upon the Property to so correct the specified problems. 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, Rivers 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 A 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. Maintenance of the Southern Fence: The District hereby agrees to repair and maintain the fence that is required to be built along the southern boundary of the Tract A at its sole cost and expense.

10. Agreement Monitored by El Paso County Development Services Department and/or El Paso County Public Services Department: 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 Public Services Department. 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 Public Services Department.

11. Indemnification and Hold Harmless: Developer, Rivers 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 fence. 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.

12. 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.

13. 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, Developer, Rivers, 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.

14. 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"), 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 Owners 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.

15. 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.

16. 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 C of the Recitals set forth above is recorded, Rivers completes the construction of the detention basin/BMP(s), and Developer 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 Owners, as specified herein, upon transfer of Tract A from Owners to the Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

LAND FIRST INC.

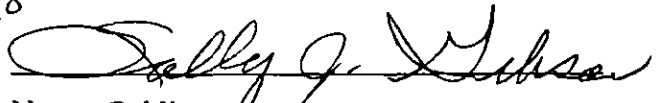
  
Ronald Waldthausen, President

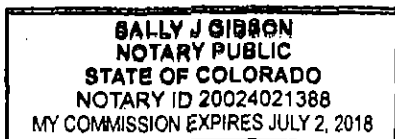
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 2014, by Ronald Waldthausen, as President of Land First Inc.

Witness my hand and official seal.

My commission expires:

July 2, 2018

  
Notary Public



RIVERS BENT GRASS, LLLP

By: Rivers Development, Inc., its General Partner

By: [Signature]

Name: Brian R. Bohr

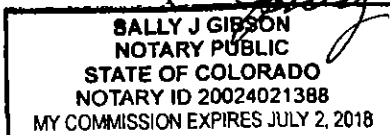
Title: President

The foregoing instrument was acknowledged before me this 24th day of September,

2014, by Brian R. Bohr (name), President (title) of Rivers Development, Inc. as General Partner of RIVERS BENT GRASS, LLLP.

Witness my hand and official seal.

My commission expires: July 2, 2018



[Signature]  
Notary Public

BENT GRASS METROPOLITAN DISTRICT

By: [Signature]

Name: Randle W. Case II

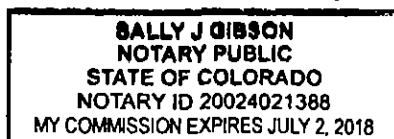
Title: President

The foregoing instrument was acknowledged before me this 24th day of September,

2014, by Randle W. Case II (name), President (title) of BENT GRASS METROPOLITAN DISTRICT.

Witness my hand and official seal.

My commission expires: July 2, 2018

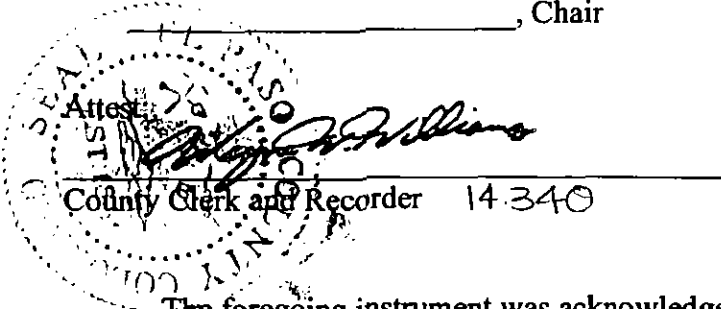


[Signature]  
Notary Public

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By: Dennis Hisey

\_\_\_\_\_, Chair



The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 2014, by Dennis Hisey, Chair of the Board of County Commissioners of El Paso County, Colorado, as Attested to by Wayne Williams County Clerk and Recorder.

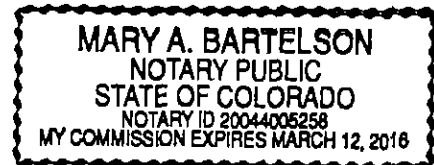
Witness my hand and official seal.

My commission expires: March 12, 2016

Mary A. Bartelson  
Notary Public

Approved as to Content and Form:

Geri L. Seage  
Assistant County Attorney



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EXHIBIT A

The Plat of Bent Grass East Commercial Filing No. 2

# BENT GRASS EAST COMMERCIAL FILING NO. 2

A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO.  
COMMERCIAL BEING A REPLAY OF TRACT A AS PLATTED IN BENT GRASS EAST COMMERCIAL FILING NO. 1 RECORDED UNDER RECEPTION NO. 213713325  
RECORDS OF EL PASO COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:  
THAT LAND FIRST, INC. BEING THE OWNER OF THE FOLLOWING  
DESCRIBED TRACT OF LAND TO WIT:

## LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO.  
TRACT A AS PLATTED IN BENT GRASS EAST COMMERCIAL FILING NO. 1, RECORDED UNDER RECEPTION NO. 213713325 RECORDS OF EL PASO COUNTY, COLORADO.

CONTAINING A CALCULATED AREA OF 10.304 ACRES

## OWNERS CERTIFICATE:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED, AND PLATTED SAID LANDS INTO LOTS, TRACTS, VINTAGES AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SURVEYOR OF BENT GRASS EAST COMMERCIAL FILING NO. 2. ALL PUBLIC IMPROVEMENTS SO PLATTED ARE HEREBY DEDICATED TO PUBLIC USE AND SAID OWNER DOES HEREBY CONSENT AND AGREE THAT THE PUBLIC IMPROVEMENTS WILL BE CONSTRUCTED TO EL PASO COUNTY STANDARDS AND THAT PUBLIC DRAINAGE AND EROSION CONTROL FOR SAID LOTS WILL BE PROVIDED AT SAID OWNER'S EXPENSE. ALL TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO. UPON ACCEPTANCE BY RESOLUTION, ALL PUBLIC IMPROVEMENTS SO DEDICATED WILL BECOME MATTERS OF MAINTENANCE BY EL PASO COUNTY, COLORADO. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND COMMUNICATIONS SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE OWNER IS RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED AND HEREBY GRANTS THE FUTURE RIGHT OF PUBLIC USE AND EROSION FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES.

## OWNER:

THE AFFORSAIDED, LAND FIRST, INC. HAS  
EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

BY: RONALD WALDRUSSEN, PRESIDENT

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 A.D. BY RONALD WALDRUSSEN AS PRESIDENT OF LAND FIRST, INC.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

## LEIN HOLDER:

THE AFFORSAIDED, \_\_\_\_\_ HAS  
EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

BY: \_\_\_\_\_ OF \_\_\_\_\_

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 A.D. BY \_\_\_\_\_

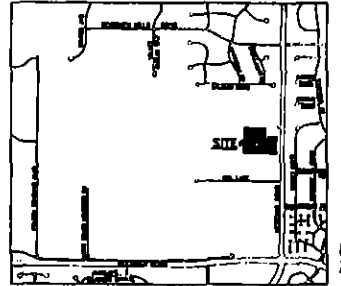
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

## EASEMENTS:

UNLESS SHOWN OTHERWISE, THE FOLLOWING EASEMENTS ARE HEREBY PLATTED

- A 10.00 FOOT WIDE PUBLIC UTILITY, PUBLIC IMPROVEMENT EASEMENT AND PUBLIC DRAINAGE ALONG THE FRONT LINES OF EACH LOT.
- A 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE REAR LINES OF EACH LOT.
- A 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG BOTH SIDE LOT LINES OF EACH LOT.
- THE SOLE RESPONSIBILITY FOR THE SURFACE MAINTENANCE OF EASEMENTS IS HEREBY NOTED WITH THE INDIVIDUAL PROPERTY OWNER UNLESS OTHERWISE NOTED.



VICINITY MAP

## GENERAL NOTES:

1. DATE OF PREPARATION: APRIL 18, 2014
2. BASE OF EASEMENTS: A PORTION OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING UNIMPAVED AT THE WEST END BY THE COUNTY QUARTER CORNER OF SAID SECTION 1 BY A 1/4" ALUMINUM SURVEYOR'S CAP WITH APPROPRIATE MARKING PLUS EIGHT AND AT THE EAST END, AT THE NORTHEASTLY CORNER OF LOT 1 FALCON METROPOLITAN DISTRICT IN PLAT BOOK 14-2 AT PAGE 13, RECORDS OF EL PASO COUNTY, COLORADO, BY A YELLOW PLASTIC SURVEYOR'S CAP STAMPED "PLS 1077" AND IS ASSUMED TO BEAR BEYONTSVILLE, A DISTANCE OF 1.5000 FEET.
3. THE TRACT OF LAND HEREON PLATTED LIES WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
4. FLOODPLAIN STATEMENT: NO PORTION OF THIS BENT GRASS EAST COMMERCIAL FILING NO. 2 IS WITHIN A DESIGNATED FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, MAP NUMBER 2204000409P, DATED MARCH 17, 1997.
5. WATER SERVICE SHALL BE SUPPLIED BY WOODMEN HILLS METROPOLITAN DISTRICT.
6. SEWER SERVICE SHALL BE SUPPLIED BY WOODMEN HILLS METROPOLITAN DISTRICT.
7. FIRE PROTECTION BY THE FALCON FIRE PROTECTION DISTRICT.
8. ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER, CURRENTLY LICENSED IN THE STATE OF COLORADO.
9. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED IN ACCORDANCE WITH THE PRELIMINARY PLAN AND/OR FINAL PLAT FOR THIS SUBDIVISION AND ARE ON FILE AT THE COUNTY DEVELOPMENT SERVICES DEPARTMENT: TRANSPORTATION IMPACT ANALYSIS, PRELIMINARY/FINAL DRAINAGE REPORTS, SOI, AIRFLOW AND GEOTECHNICAL ANALYSIS STUDY, WATER AVAILABILITY STUDY, NATURAL FEATURES REPORT, SUBDIVISION OR PROJECT FORMULATION TEST RESULTS, EROSION CONTROL, REPORT.
10. PRIOR TO THE ESTABLISHMENT OF ANY DRIVEWAY, AN ACCESS POINT MUST BE GRANTED BY THE EL PASO COUNTY DEVELOPMENT SERVICES DEPARTMENT.
11. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR LIENS OR RECORDS. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY AND TITLE OF RECORD, CLARIFICATION ENGINEERS AND SURVEYORS AND THE BUREAU OF RECORDS HELD UNDER AGREEMENT FOR TITLE INSURANCE COMMITMENT NUMBER 8233000042-3 ISSUED BY LAND TITLE GUARANTEE COMPANY, WITH AN EFFECTIVE DATE OF APRIL 24, 2014 AT 8:00 P.M.
12. ANY PERSON WHO KNOWINGLY VIOLATES OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCORDING, COMETS A CLASS TWO (2) MISDEMEANOR PUNISHABLE TO ONE YEAR IN PRISON.
13. THERE WILL BE NO DIRECT MONUMENTAL ACCESS FROM ANY LOT OR TRACT TO MICHARD ROAD.
14. TRACT A IS FOR DRAINAGE AND PUBLIC UTILITY PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE BENT GRASS METROPOLITAN DISTRICT TO BE CONVEYED BY SEPARATE INSTRUMENT.
15. TRACT B IS FOR FUTURE DEVELOPMENT AND MUST BE PLATTED WITH LOTS PRIOR TO SUCH DEVELOPMENT. THIS TRACT TO BE OWNED AND MAINTAINED BY THE OWNER OF RECORD.
16. THE SUBDIVISION DEVELOPER IS RESPONSIBLE FOR PROVIDING FINANCIAL ASSURANCES AS INDICATED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT AND FINANCIAL ASSURANCE STATEMENT FOR ALL DETENTION POND/WATER QUALITY IMPROVEMENTS. DETENTION POND/WATER QUALITY IMPROVEMENTS SHALL BE CONSTRUCTED PRIOR TO THE RELEASE OF SAID FINANCIAL ASSURANCES.
17. ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGH THEIR PROPERTY. PUBLIC DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNER UNLESS OTHERWISE INDICATED. STRUCTURES, FENCES, MATERIALS OR LANDSCAPES THAT COULD IMPIDE THE FLOW OR RUNOFF SHALL NOT BE PLACED IN THE DRAINAGE EASEMENTS.
18. NO LOT OR INTEREST HEREON SHALL BE SOLD, CONVEYED OR TRANSFERRED HEREON BY DEED OR BY CONTRACT, FOR SMALL BUILDING PURPOSES BE SOLD, UNTIL AND UNLESS EITHER THE REQUIRED PUBLIC AND COMMUNITY DEVELOPMENT IMPROVEMENTS HAVE BEEN COMPLETED AND COMPLETED AND PRELIMINARILY ACCEPTED IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE APPLICANT/OWNER AND EL PASO COUNTY AS RECORDED UNDER RECEPTION NO. 213713325.
19. THE OWNER OF EL PASO COUNTY, COLORADO, IS THE AUTHORITY. OTHER COLLATERAL IS PROVIDED TO MAKE PROVISION FOR THE COMPLETION OF SAID IMPROVEMENTS IN ACCORDANCE WITH THE EL PASO COUNTY LAND DEVELOPMENT CODE AND ENGINEERING CRITERIA MANUAL. ANY SUCH ALTERING COLLATERAL MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OR, IF PERMITTED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT, THE DEVELOPMENT SERVICES DEPARTMENT DIRECTOR, AND MEET THE POLICY AND PROCEDURAL REQUIREMENTS OF EL PASO COUNTY PLAT TO THE RELEASE BY THE COUNTY OF ANY LOTS FOR SALE, CONVEYANCE OR TRANSFER.
20. ALL PROPERTY WITHIN THIS SUBDIVISION IS INCLUDED IN THE BENT GRASS METROPOLITAN DISTRICT BY INSTRUMENTS RECORDED UNDER RECEPTION NO. 213713324, 213713325, 213713326, 213713327, 213713328, AND 213713329.
21. THE LANDOWNER WILL BE RESPONSIBLE FOR MAINTENANCE OF THE ROADS UNTIL PRELIMINARY ACCEPTANCE OF THE PUBLIC IMPROVEMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAND DEVELOPMENT CODE, THE ENGINEERING CRITERIA MANUAL, AND THE SUBDIVISION IMPROVEMENTS AGREEMENT.
22. THE BENT GRASS METROPOLITAN DISTRICT WILL BE RESPONSIBLE FOR MAINTENANCE OF THE PRIVATE PORTION OF BENT GRASS METROPOLITAN DISTRICT IF IT IS DEDICATED TO THE WEST OF THE SUBDIVISION PRIOR TO RECONSTRUCTION OF A FINAL PLAT FOR SAID AREA.
23. ALL PROPERTY WITHIN THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE WOODMEN HILLS METROPOLITAN DISTRICT AND, AS SUCH, IS SUBJECT TO A MIN. LEVY, PLATTING FEES AND OF BUILDING PERMIT FEES FOR THE PURPOSE OF FINANCING CONSTRUCTION OF IMPROVED IMPROVEMENTS TO WOODMEN HILLS.
24. THE ADDRESSES SHOWN ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
25. THE PROPERTY WITHIN THIS SUBDIVISION IS SUBJECT TO THE RESTRICTIVE COVENANT AGREEMENT RECORDED UNDER RECEPTION NO. 213708844 AND RECEPTION NO. 213708845.
26. MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY AND UNITED STATES POSTAL SERVICE REGULATIONS.
27. TRACT A OF THIS PROPERTY IS SUBJECT TO A PRIVATE DETENTION BASIN / STORMWATER QUALITY IMPROVEMENT AGREEMENT AND EASEMENT RECORDED UNDER RECEPTION NO. 213713325 RECORDS OF EL PASO COUNTY, COLORADO. THE BENT GRASS METROPOLITAN DISTRICT SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE SUBJECT FACILITIES.
28. LOT 1 WITHIN THIS SUBDIVISION IS SUBJECT TO A RECREATIONAL ACCESS AND PARKING AGREEMENT RECORDED UNDER RECEPTION NO. 213713325 RECORDS OF EL PASO COUNTY, COLORADO.

## SURVEYOR'S STATEMENT:

I, DONALD P. REWELL, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON DATE OF SURVEY, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON. THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1/10,000, AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH INSTRUMENTS, SURVEYING, OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE EL PASO COUNTY LAND DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

DONALD P. REWELL, PROFESSIONAL LAND SURVEYOR  
COLORADO P.L.S. NO. 2016  
FOR AND ON BEHALF OF CLASSIC CONSULTING  
ENGINEERS AND SURVEYORS, LLC

## NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IF NO DEFECT, 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 BENT GRASS EAST COMMERCIAL FILING NO. 2 WAS APPROVED FOR PLAT BY THE EL PASO COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014. SUBJECT TO ANY NOTES SPECIFIED HEREON AND ANY CONDITIONS INCLUDED IN THE RESOLUTION OF APPROVAL, THE VEDICATIONS OF LAND TO THE PUBLIC (STREETS AND EASEMENTS) ARE ACCEPTED, BUT PUBLIC IMPROVEMENTS HEREON WILL NOT INCURE 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.

DATE: \_\_\_\_\_ BOARD OF COUNTY COMMISSIONERS \_\_\_\_\_ DATE \_\_\_\_\_

DIRECTOR OF DEVELOPMENT SERVICES \_\_\_\_\_ DATE \_\_\_\_\_

## CLERK AND RECORDER:

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, AND WAS RECORDED AT RECEPTION NUMBER \_\_\_\_\_ OF THE RECORDS OF EL PASO COUNTY.

RECORDER: MARIE E. WILLIAMS, RECORDER BY: \_\_\_\_\_ DEPUTY

SCHOOL FEE: \_\_\_\_\_  
BOND FEE: \_\_\_\_\_  
FARM FEE: \_\_\_\_\_  
SUCCESSION FEE: \_\_\_\_\_

PRELIMINARY  
THIS DOCUMENT HAS NOT BEEN  
PLAT CHECKED

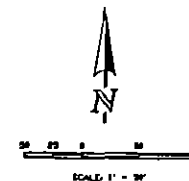
BENT GRASS EAST  
EAST COMMERCIAL FILING NO. 2  
JOB NO. 2177.53  
APRIL 18, 2014  
SHEET 1 OF 3

CLASSIC  
CONSULTING  
ENGINEERS & SURVEYORS

NO	REVISION	DATE
1	COUNTY COMMENTS	7/21/14
2	COUNTY COMMENTS	7/22/14
3	OWNER'S COMMENTS	8/18/14

OWNERS:  
LAND FIRST, INC.  
154 DEL. DR. CHILE  
COLORADO SPRINGS, COLORADO  
80901  
(719) 481-0001

A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO.  
COMMERCIAL BEING A REPLAT OF TRACT A AS PLATTED IN BENT GRASS EAST COMMERCIAL FILING NO. 1 RECORDED UNDER RECEPTION NO. 213713328  
RECORDS OF EL PASO COUNTY, COLORADO

[illegible][illegible]

THIS DOCUMENT HAS NOT BEEN  
PLAT CHECKED

BENT GRASS EAST  
COMMERCIAL FILING NO. 2  
JOB NO. 2177.53  
APRIL 18, 2014  
SHEET 2 OF 3



U.S. Corporate Sec. Info on  
Company Website, Colorado, 2000

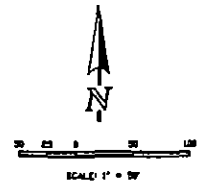
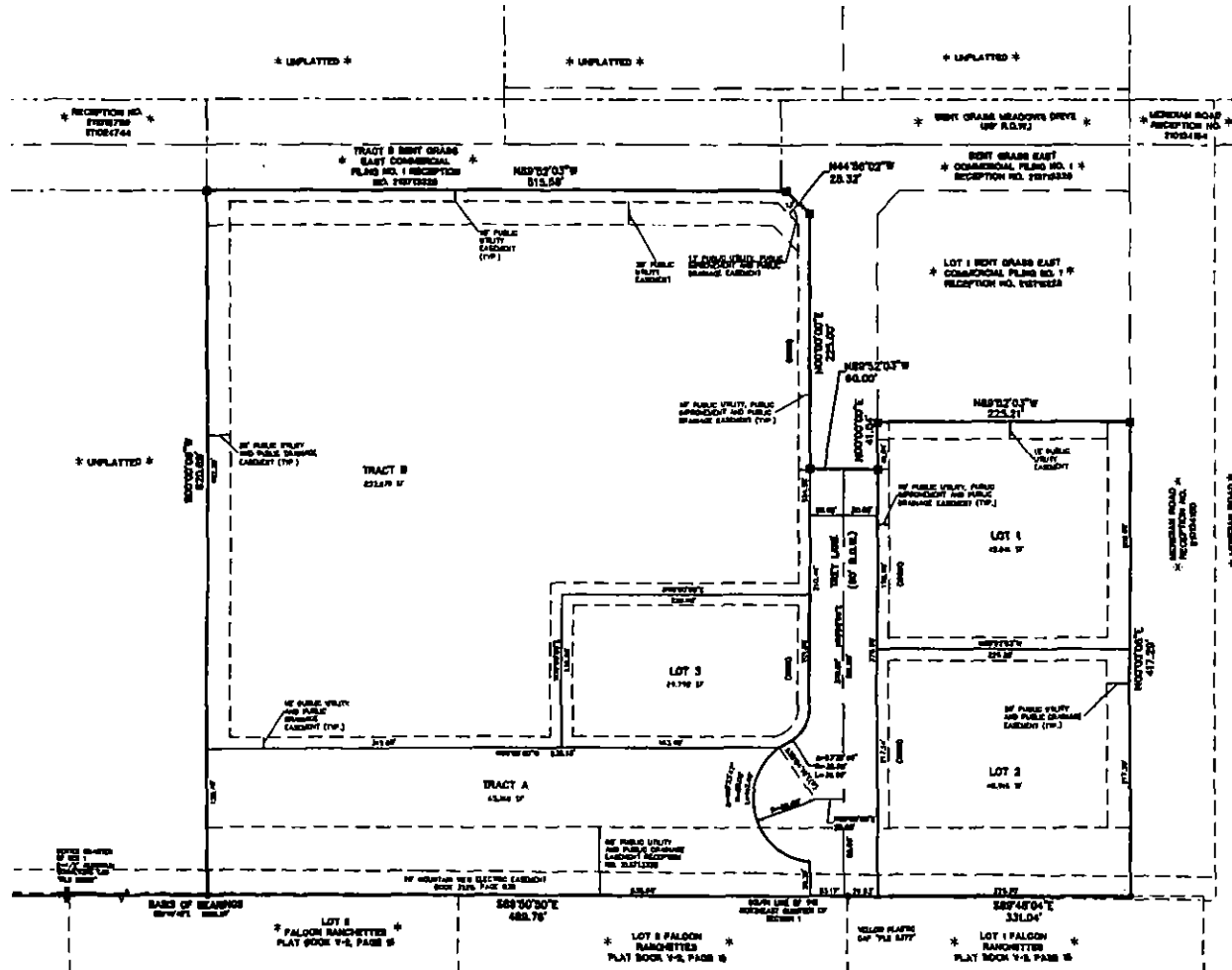
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701295-0000 0-0

NO	REVISION	DATE
1	COUNTY COMMON FS	7/79
1	CITY'S COMMON FS	8/79

# BENT GRASS EAST COMMERCIAL FILING NO. 2

A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO.  
COMMERCIAL BEING A REPLAT OF TRACT A AS PLATTED IN BENT GRASS EAST COMMERCIAL FILING NO. 1 RECORDED UNDER RECEPTION NO. 213713328  
RECORDS OF EL PASO COUNTY, COLORADO

AS REPLATTED



## LEGEND

- 1/2" ALUMINUM SURVEYING CAP STAMPS
- 1/2" ALUMINUM SURVEYING CAP STAMPS
- ★ NOT PART OF THIS PLAT
- (XXX) STREET ADDRESS
- 1/2" ALUMINUM SURVEYING CAP STAMPS
- 1/2" ALUMINUM SURVEYING CAP STAMPS

## PRELIMINARY

THIS DOCUMENT HAS NOT BEEN  
PLAT CHECKED

BENT GRASS EAST  
COMMERCIAL FILING NO. 2  
JOB NO. 2177.53  
APRIL 18, 2014  
SHEET 3 OF 3



1300 Colorado Blvd. Suite 100  
Colorado Springs, Colorado 80904  
(719) 575-4700  
(719) 575-4701

NO.	REVISION	DATE
1	COUNTY COMMENTS	7/01/14

EXHIBIT B

Tract A, Bent Grass East Commercial Filing No. 2