

**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), WALDEN CORPORATION (Adjacent Owner) and MONUMENT ACADEMY FOUNDATION ( 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) 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 Construct a public charter school on the Property; 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 on Developer’s promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices (“BMPs”) for the subdivision; 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 Property two 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 one detention basin/BMP(s) on the Property legally described in Exhibit A attached hereto and one detention basin/BMP(s) on property of Adjacent Owner legally described in Exhibit B attached hereto (the “Adjacent Property”); and

J. WHEREAS, Developer shall be charged with the duties of constructing, operating, maintaining and repairing the detention basin/BMP(s) on the Property and on a portion of the Adjacent Property described in Exhibits A and B; 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 Property due to the Developer’s failure to meet its obligations to do the same; and

M. WHEREAS, the County conditions approval of this land use on the Developer’s promises to so construct the detention basin/BMP(s) and 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 Property; and

N. WHEREAS, the County could condition 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’s promises contained herein; and

O. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this land use upon the Developer’s grant herein of a perpetual Easement over the Property and the Adjacent Owner’s grant herein of a perpetual Easement over the Adjacent 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 set forth above into this Agreement.

2. Covenants Running with the Land: Developer and Adjacent Owner 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 as it affects the Adjacent Land legally described in Exhibit B, and that this entire Agreement and the performance thereof shall be binding upon itself, its

successors and assigns.

3. Construction: Developer shall construct on the Property described in Exhibit A attached hereto and incorporated herein by this reference, one detention basin/BMP(s), and Developer shall construct on the Adjacent Property described on Exhibit B attached hereto and incorporated herein by this reference, one detention basin/BMP(s). 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 Erosion and Stormwater Quality Control Permit (ESQCP) is issued.

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

4. Maintenance: The Developer 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 a non-exclusive perpetual easement upon and across the Property described in Exhibit A, and Adjacent Owner hereby grants the County a non-exclusive perpetual easement upon and across the Adjacent Property described in Exhibit B. 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). Adjacent Owner further grants Developer a non-exclusive perpetual easement upon and across the Adjacent Property described in Exhibit B for the purpose of access and construction, cleaning, maintenance and repair of 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 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: The Developer 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’s and Adjacent 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 Transportation. 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: Developer agrees, for itself and 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 defenses 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 the County, the Developer or Adjacent 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 and 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, 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.

*[Rest of page intentionally left blank]*

Executed this 11 day of May, 20 20, by:

MONUMENT ACADEMY FOUNDATION

By: [Signature]  
Name: Mark A McWilliams  
Title: Mt Academy President

The foregoing instrument was acknowledged before me this 11 day of May, 2020, by Mark A. McWilliams as President of Monument Academy Foundation.

Witness my hand and official seal.

My commission expires: 10-25-22

**TAMMY T FEUERBACH**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20064043959  
My Commission Expires October 25, 2022

[Signature]  
Notary Public

Executed this 27th day of May, 2020, by

WALDEN CORPORATION  
By: [Signature]  
Name: Matthew W Dunston  
Title: President

The foregoing instrument was acknowledged before me this 27 day of May, 2020, by Matthew Dunston, as President of Walden Corporation.

Witness my hand and official seal

My commission expires: 02/27/2024

**DILLON DICKERSON**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID # 20204008409  
MY COMMISSION EXPIRES 02-27-2024

[Signature]  
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 Craig Dossey, Executive Director, Planning and Community Development Department of El  
Paso County, Colorado.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Approved as to Content and Form:

\_\_\_\_\_  
Assistant County Attorney

**EXHIBIT A WESTERLY DRAINAGE BASIN AND ACCESS EASEMENT**

**Private Detention Basin / Stormwater Quality BMP Maintenance**

**LEGAL DESCRIPTION – DRAINAGE EASEMENT:**

AN EASEMENT FOR STORM WATER MANAGEMENT PURPOSES LYING OVER, UNDER AND ACROSS A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 218134619 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER (E1/2 NW1/4) OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 2086 AT PAGE 528 OF SAID COUNTY RECORDS, AS MONUMENTED BY A 4" X 4" CONCRETE POST, FROM WHICH THE SOUTHEAST CORNER OF THAT TRACT AS DESCRIBED IN SAID BOOK 2086 AT PAGE 528, AS MONUMENTED BY A 4" X 4" CONCRETE POST, BEARS S86°46'06"E (S87°19'35"E PER SAID DEED), A DISTANCE OF 176.40 FEET (176.38 FEET OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S86°46'06"E ALONG THE SOUTHERLY LINE OF THAT TRACT AS DESCRIBED IN SAID BOOK 2086 AT PAGE 528, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE S86°46'06"E CONTINUING ALONG SAID SOUTHERLY LINE, DISTANCE OF 127.56 FEET;

THENCE S06°26'47"W, A DISTANCE OF 431.26 FEET;

THENCE S84°23'07"E, A DISTANCE OF 229.88 FEET;

THENCE S89°28'55"E, A DISTANCE OF 41.27 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED JANE LUNDEEN DRIVE;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 1540.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°32'20", AN ARC LENGTH OF 95.12 FEET (THE LONG CHORD OF WHICH BEARS S00°04'25"W, A LONG CHORD DISTANCE OF 95.11 FEET);

THENCE N49°37'40"W, A DISTANCE OF 36.02 FEET;

THENCE N56°06'19"W, A DISTANCE OF 81.18 FEET;

THENCE N84°23'07"W, A DISTANCE OF 179.55 FEET;

THENCE S78°51'09"W, A DISTANCE OF 113.48 FEET;

THENCE S03°16'20"W, A DISTANCE OF 113.99 FEET;

THENCE S67°33'20"E, A DISTANCE OF 34.75 FEET;

THENCE S32°46'04"E, A DISTANCE OF 30.92 FEET;

THENCE S03°16'20"W, A DISTANCE OF 42.86 FEET;

THENCE S33°43'05"W, A DISTANCE OF 90.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED PINEHURST CIRCLE;



THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 234.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°23'18", AN ARC LENGTH OF 58.76 FEET (THE LONG CHORD OF WHICH BEARS N27°37'34"W, A LONG CHORD DISTANCE OF 58.61 FEET) TO A POINT ON THE WESTERLY LINE OF THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 218134619, SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COLORADO HIGHWAY NO. 83, AS DESCRIBED IN DEED RECORDED IN BOOK 2052 AT PAGES 686-689 OF SAID COUNTY RECORDS;

THENCE N03°16'20"E ALONG THAT LINE COMMON TO SAID TRACT AND SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 486.82 FEET TO THE SOUTHWEST CORNER OF THAT RIGHT-OF-WAY EASEMENT DESCRIBED IN BOOK 2138 AT PAGE 449 OF SAID COUNTY RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID RIGHT-OF-WAY EASEMENT THE FOLLOWING TWO (2) COURSES;

- 1.) THENCE S86°43'40"E, A DISTANCE OF 33.00 FEET;
- 2.) THENCE N03°16'20"E, A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1.98 ACRES OF LAND, MORE OR LESS.

PREPARED BY:  
ERIC SIMONSON, COLORADO P.L.S. NO. 38560  
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC  
P.O. BOX 5101  
WOODLAND PARK, COLORADO 80866  
719-687-0920

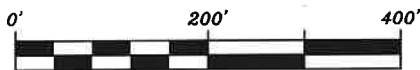
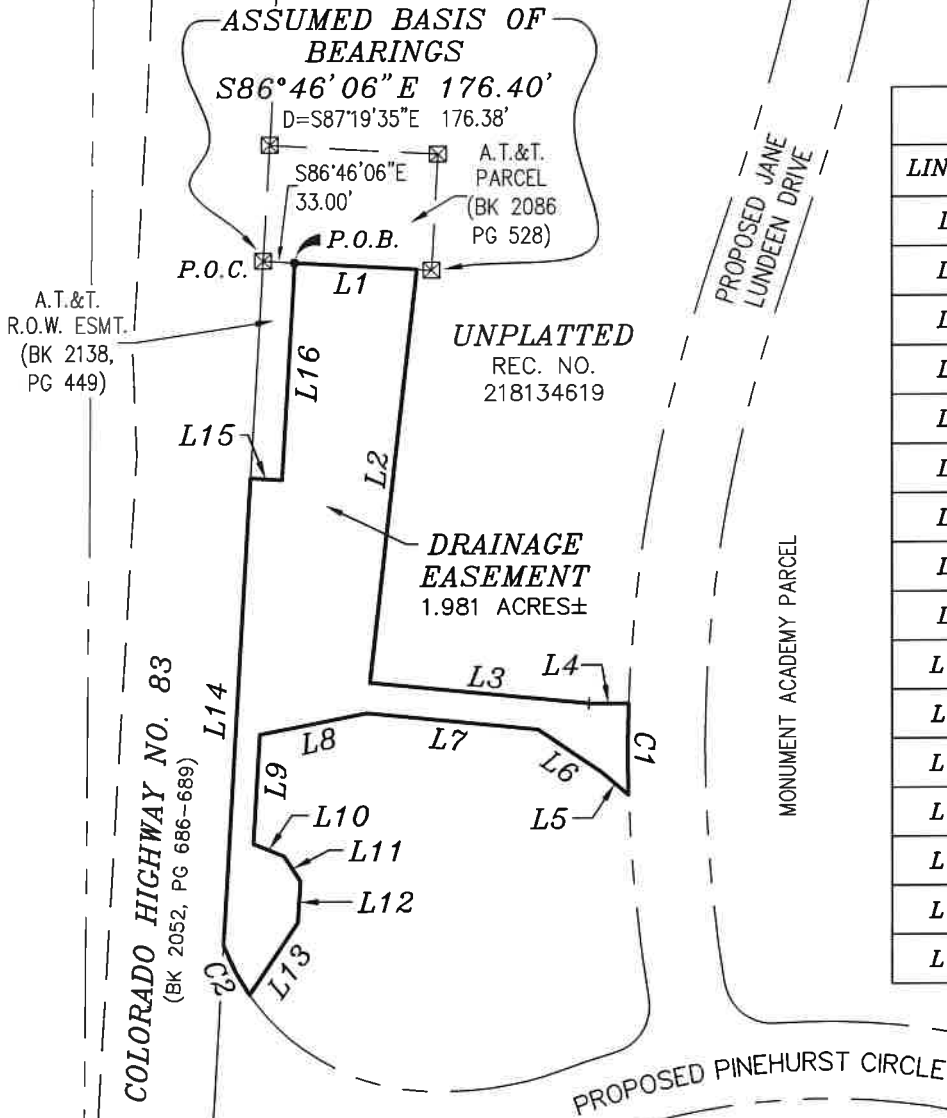


# EXHIBIT

UNPLATTED  
REC. NO.  
218134619

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S86°46'06"E	127.56'
L2	S06°26'47"W	431.26'
L3	S84°23'07"E	229.88'
L4	S89°28'55"E	41.27'
L5	N49°37'40"W	36.02'
L6	N56°06'19"W	81.18'
L7	N84°23'07"W	179.55'
L8	S78°51'09"W	113.48'
L9	S03°16'20"W	113.99'
L10	S67°33'20"E	34.75'
L11	S32°46'04"E	30.92'
L12	S03°16'20"W	42.86'
L13	S33°43'05"W	90.62'
L14	N03°16'20"E	486.82'
L15	S86°43'40"E	33.00'
L16	N03°16'20"E	225.00'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	ChBEARING	ChDIST.
C1	95.12'	1540.00'	3°32'20"	S00°04'25"W	95.11'
C2	58.76'	234.00'	14°23'18"	N27°37'34"W	58.61'



SCALE: 1" = 200'  
JOB NO.: 18325  
APRIL 8, 2020

LEGEND:

☒ FOUND 4" X 4" CONCRETE POST (PROPERTY CORNER)

**RAMPART SURVEYS**

P.O. Box 5101  
Woodland Park, CO. 80866  
(719) 687-0920

EXHIBIT B EASTERLY DRAINAGE BASIN EASEMENT

Private Detention Basin / Stormwater Quality BMP Maintenance Agreement

**LEGAL DESCRIPTION – DRAINAGE EASEMENT:**

AN EASEMENT FOR STORM WATER MANAGEMENT PURPOSES LYING OVER, UNDER AND ACROSS A PORTION OF THOSE TRACTS OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 218134619, RECEPTION NO. 211122234 AND IN BOOK 2242 AT PAGE 736 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NE1/4 NW1/4) AND IN THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW1/4 NE1/4) OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 218134619, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 211122234, AS MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "RAMPART PLS 38560 30' W.C. 2019", FROM WHICH THE NORTHEAST CORNER OF TRACT B, WALDEN III FILING 2, AS RECORDED IN PLAT BOOK K-2 AT PAGE 40 UNDER RECEPTION NO. 613967 OF SAID COUNTY RECORDS, AS MONUMENTED BY A 1-1/4" ALUMINUM CAP (ILLEGIBLE), BEARS S88°12'21"E, A DISTANCE OF 1060.01 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S00°25'27"W ALONG THAT LINE COMMON TO THOSE TRACTS AS DESCRIBED UNDER SAID RECEPTION NO. 218134619 AND SAID RECEPTION NO. 211122234, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE S88°12'20"E, DISTANCE OF 205.27 FEET;

THENCE S13°21'59"W, A DISTANCE OF 216.22 FEET;

THENCE S65°18'18"W, A DISTANCE OF 50.14 FEET;

THENCE N87°00'05"W, A DISTANCE OF 136.52 FEET;

THENCE N00°25'27"E, A DISTANCE OF 226.39 FEET;

THENCE S88°12'03"E, A DISTANCE OF 25.01 FEET TO A POINT ON THAT LINE COMMON TO THOSE TRACTS AS DESCRIBED UNDER SAID RECEPTION NO. 218134619 AND SAID RECEPTION NO. 211122234;

THENCE N00°25'27"E ALONG SAID COMMON LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1.076 ACRES OF LAND, MORE OR LESS.

PREPARED BY:  
ERIC SIMONSON, COLORADO P.L.S. NO. 38560  
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC  
P.O. BOX 5101  
WOODLAND PARK, COLORADO 80866  
719-687-0920



# EXHIBIT

LOT 20  
SHAMROCK HILLS  
PLAT BOOK R-2, PG 33  
REC. NO. 798158

LOT 19  
SHAMROCK HILLS  
PLAT BOOK R-2, PG 33  
REC. NO. 798158

SHANNON ROAD

WOODHAVEN DRIVE

WOODHAVEN DRIVE

S00°25'27"W 15.00'  
N00°25'27"E 5.00'  
S88°12'20"E 205.27'  
ASSUMED BASIS OF BEARINGS  
S88°12'21"E 1060.01'

S88°12'03"E 25.01'

N00°25'27"E 226.39'

N87°00'05"W 136.52'

**DRAINAGE  
EASEMENT**  
1.076 ACRES±

S13°21'59"W 216.22'

S65°18'18"W 50.14'

UNPLATTED  
PORTION REC.  
NO. 211122234

UNPLATTED  
BK 2242  
PG 736

TRACT B  
WALDEN III FILING 2  
PLAT BOOK K-2, PG 40  
REC. NO. 613967

UNPLATTED  
REC. NO.  
218134619

UNPLATTED  
PORTION REC.  
NO. 211122234

E. LINE NW1/4 SECTION 15  
W. LINE NE1/4 SECTION 15

N. LINE SECTION 15



SCALE: 1" = 200'  
JOB NO.: 18325  
APRIL 8, 2020

**LEGEND:**

- ⊗ FOUND 2-1/2" ALUMINUM CAP STAMPED "RAMPART PLS 38560 30' W.C. 2019"
- ⊕ FOUND 1-1/4" ALUMINUM CAP (ILLEGIBLE)

**RAMPART  
SURVEYS**

P.O. Box 5101  
Woodland Park, CO. 80866  
(719) 687-0920