

**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") ROI PROPERTY GROUP, LLC ("Developer") and SADDLEHORN RANCH METROPOLITAN DISTRICT NO. 1 ("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, Developer is the owner of certain real property (the Property or Subdivision) located wholly within 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 plat and develop on the Property a subdivision to be known as Saddlehorn Ranch Filing 1; and

C. WHEREAS, the Metro District was organized to provide the financing and construction of certain public improvements, within and without the Metro District's boundaries, as set forth in the Metro District's Consolidated Service Plan, as may be amended from time to time, as approved by the Board of the County of El Paso pursuant to Resolution No. 19-282 dated July 23, 2019; and

D. WHEREAS, the development of the 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 THREE (3) 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 Lots 12, 13, 20, 37 & 38 as indicated on the final plat of the subdivision, and as set forth on Exhibit B attached hereto and incorporated herein by this reference; 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, Three (3) 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 actual costs and expenses, as defined below, 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 Lots 12, 13, 20, 37 & 38, 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

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 B 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 Lots 12, 13, 20, 37 & 38 from Developer to the Metro District.

*[Signature pages follow].*

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 22<sup>nd</sup> day of April, 2020, by:

ROI PROPERTY GROUP, LLC

By: [Signature]  
Rob Fuller, Manager

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Rob Fuller, Manager, ROI Property Group, LLC.

Witness my hand and official seal.

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

SEE ATTACHED  
ACKNOWLEDGMENT

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

Executed this 3<sup>rd</sup> day of December, 2020, by:  
SADDLEHORN RANCH METROPOLITAN DISTRICT NO. 1

By: [Signature]  
Bill Guman, President

Attest:  
By: [Signature]  
Michael Bramlett, Treasurer

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of December, 2020 by Bill Guman, President, SADDLEHORN RANCH METROPOLITAN DISTRICT NO. 1.

Witness my hand and official seal.

My commission expires: JULY 1, 2023

MARIE IMOTICHEY  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20154025746  
MY COMMISSION EXPIRES JUL 1, 2023

[Signature]  
Notary Public

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Napa

On APRIL 22, 2020 before me, Billy Whitehead, Notary Public  
(insert name and title of the officer)

personally appeared Rob Funch  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

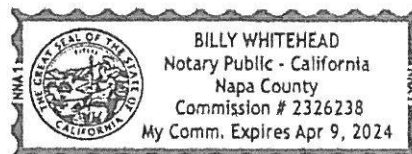
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(Seal)





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 \_\_\_\_\_,  
2020, 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

**SADDLEHORN RANCH FILING NO. 1**

**PROPERTY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 3 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON THE WEST LINE OF OF SAID SECTION 3, N00°32'28"W A DISTANCE OF 1663.25 FEET;

THENCE DEPARTING SAID WEST LINE, THE FOLLOWING TWENTY-FOUR (24) COURSES:

1. S85°42'56"E A DISTANCE OF 238.26 FEET;
2. S29°54'26"E A DISTANCE OF 177.09 FEET;
3. S36°18'10"E A DISTANCE OF 428.75 FEET;
4. S40°28'05"E A DISTANCE OF 190.23 FEET;
5. N66°23'24"E A DISTANCE OF 175.25 FEET;
6. N63°48'26"E A DISTANCE OF 930.11 FEET;
7. N39°19'21"E A DISTANCE OF 60.01 FEET, TO A POINT OF NON-TANGENT CURVE;
8. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S38°18'29"W, HAVING A RADIUS OF 1680.00 FEET, A CENTRAL ANGLE OF 9°25'40" AND AN ARC LENGTH OF 276.43 FEET, TO A POINT OF NON-TANGENT;
9. N42°31'10"E A DISTANCE OF 422.77 FEET;
10. S56°30'41"E A DISTANCE OF 35.01 FEET;
11. S44°25'17"E A DISTANCE OF 280.03 FEET;
12. S26°10'49"E A DISTANCE OF 266.32 FEET;
13. S21°16'04"E A DISTANCE OF 343.92 FEET;
14. S16°11'46"E A DISTANCE OF 261.98 FEET;
15. S16°11'46"E A DISTANCE OF 257.34 FEET;
16. S05°58'59"E A DISTANCE OF 349.19 FEET;
17. S00°00'00"E A DISTANCE OF 964.76 FEET;
18. N89°34'03"E A DISTANCE OF 326.42 FEET;
19. N44°49'58"E A DISTANCE OF 56.83 FEET;
20. S89°54'08"E A DISTANCE OF 60.00 FEET;
21. S00°05'52"W A DISTANCE OF 4.29 FEET, TO A POINT OF CURVE;
22. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 15°56'33" AND AN ARC LENGTH OF 18.09 FEET, TO A POINT OF REVERSE CURVE;

23. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 29°50'04" AND AN ARC LENGTH OF 33.85 FEET, TO A POINT OF NON-TANGENT;
24. S26°01'34"E A DISTANCE OF 381.21 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON SAID SOUTH LINE, S89°34'01"W A DISTANCE OF 813.37 FEET, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10;

THENCE ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 10, S89°34'07"W A DISTANCE OF 2642.73 FEET, TO A POINT ON THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 10;

THENCE ON SAID WEST LINE, N00°05'54"E A DISTANCE OF 1319.14 FEET, TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 7,649,054 SQUARE FEET OR 175.5981 ACRES.



## Exhibit B

SADDLEHORN RANCH FILING NO. 1
A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 3 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 10,
TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN
EL PASO COUNTY, STATE OF COLORADO

KNOW ALL MEN BY THESE PRESENTS

THAT OLD WEST RANCH CO PARTNERS, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING TRACT OF LAND:

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 3 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN;

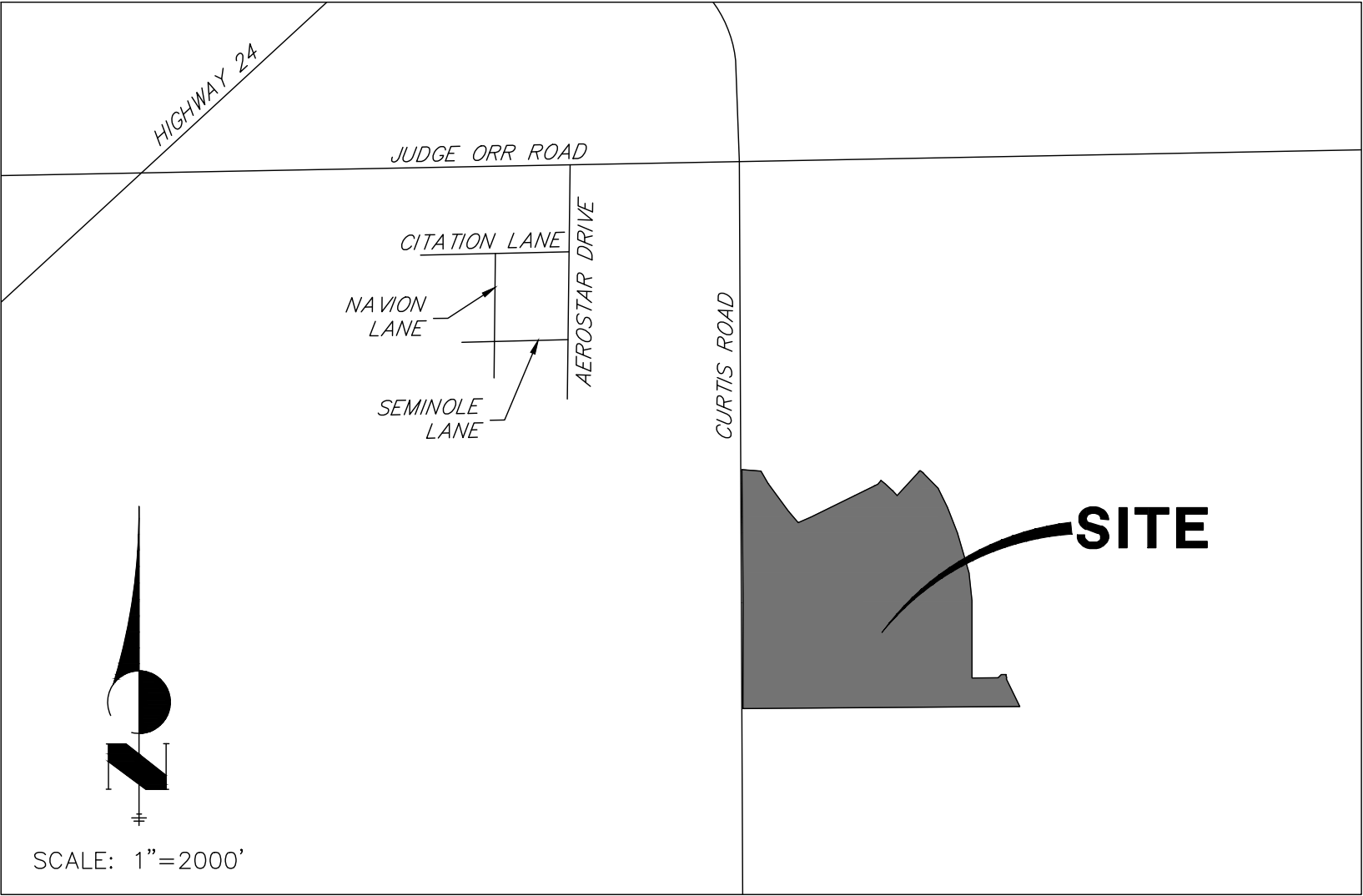
THENCE ON THE WEST LINE OF OF SAID SECTION 3, N00°32'28"W A DISTANCE OF 1987.87 FEET;

THENCE DEPARTING SAID WEST LINE, THE FOLLOWING TWENTY-TWO (22) COURSES:

- 1. N89°27'32"E A DISTANCE OF 72.00 FEET;
  - 2. S68°03'22"E A DISTANCE OF 227.58 FEET;
  - 3. S53°08'37"E A DISTANCE OF 71.78 FEET;
  - 4. S32°24'01"E A DISTANCE OF 240.57 FEET;
  - 5. S24°10'40"E A DISTANCE OF 207.55 FEET;
  - 6. S33°50'17"E A DISTANCE OF 610.26 FEET;
  - 7. N63°48'26"E A DISTANCE OF 1002.65 FEET;
  - 8. N42°34'07"E A DISTANCE OF 60.00 FEET, TO THE POINT OF A NON-TANGENT CURVE;
  - 9. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S42°34'07"W, HAVING A RADIUS OF 1680.00 FEET, A CENTRAL ANGLE OF 05°10'02" AND AN ARC LENGTH OF 151.51 FEET, TO A POINT OF NON-TANGENT;
  - 10. N42°31'10"E A DISTANCE OF 422.77 FEET;
  - 11. S56°30'41"E A DISTANCE OF 35.01 FEET;
  - 12. S44°25'17"E A DISTANCE OF 280.03 FEET;
  - 13. S26°10'49"E A DISTANCE OF 266.32 FEET;
  - 14. S21°16'04"E A DISTANCE OF 343.92 FEET;
  - 15. S16°11'46"E A DISTANCE OF 261.98 FEET;
  - 16. S16°11'46"E A DISTANCE OF 257.34 FEET;
  - 17. THENCE S05°58'59"E A DISTANCE OF 349.19 FEET;
  - 18. THENCE S00°00'00"E A DISTANCE OF 964.76 FEET;
  - 19. THENCE N89°34°03"E A DISTANCE OF 197.98 FEET;
  - 20. N89°34°03"E A DISTANCE OF 197.98 FEET, TO A POINT OF CURVE;
  - 21. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 19°02'46" AND AN ARC LENGTH OF 56.51 FEET, TO A POINT OF NON-TANGENT;
  - 22. S49°37'00"W A DISTANCE OF 565.01 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN;
- THENCE ON SAID SOUTH LINE, S89°34°01"W A DISTANCE OF 900.39 FEET, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10;
- THENCE ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 10, S89°34°07"W A DISTANCE OF 2642.73 FEET, TO A POINT ON THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 10;
- THENCE ON SAID WEST LINE, N00°05'54"E A DISTANCE OF 1319.14 FEET, TO THE POINT OF BEGINNING;
- CONTAINING A CALCULATED AREA OF 7,753,314 SQUARE FEET OR 177.9916 ACRES.

DEDICATION

THE ABOVE OWNER HAS CAUSED SAID TRACT OF LAND TO BE PLATTED INTO 49 LOTS, STREETS, 3 TRACTS, AND EASEMENTS AS SHOWN ON THIS 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 VACATE, RELEASE OR QUIT-CLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN EL PASO COUNTY. ALL PUBLIC STREETS ARE HEREBY DEDICATED TO EL PASO COUNTY FOR PUBLIC USE. THIS TRACT OF LAND AS HEREIN PLATTED SHALL BE KNOWN AS "SADDLEHORN RANCH FILING NO. 1" IN EL PASO COUNTY, COLORADO.



VICINITY MAP

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, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF SADDLEHORN RANCH FILING NO. 1. ALL PUBLIC IMPROVEMENTS SO PLATTED ARE HEREBY DEDICATED TO PUBLIC USE AND SAID OWNER DOES HEREBY COVENANT AND AGREE THAT THE PUBLIC IMPROVEMENTS WILL BE CONSTRUCTED TO EL PASO COUNTY STANDARDS AND THAT PROPER DRAINAGE AND EROSION CONTROL FOR SAME WILL BE PROVIDED AT SAID 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 COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES.

ROI PROPERTY GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY:

TITLE:

ATTEST: (IF CORPORATION)

SECRETARY/TREASURER

STATE OF COLORADO)

) SS.

COUNTY OF \_\_\_\_\_)

ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL \_\_\_\_\_

NOTARY PUBLIC

SIGNATURES OF OFFICERS SIGNING FOR A CORPORATION SHALL BE ACKNOWLEDGED AS FOLLOWS: (PRINT NAME) AS PRESIDENT/VICE PRESIDENT AND PRINT NAME AS SECRETARY/TREASURER, NAME OF CORPORATION, A STATE CORPORATION. SIGNATURES OF MANAGERS/MEMBERS FOR A LLC SHALL BE ACKNOWLEDGED AS FOLLOWS: (PRINT NAME) AS MANAGER/MEMBER OF COMPANY, A STATE LIMITED LIABILITY COMPANY.

(NOTE: REQUIRED WHEN SEPARATE RATIFICATION STATEMENTS FOR DEED OF TRUST HOLDERS, MORTGAGEES ARE NOT UTILIZED)

ACCEPTANCE CERTIFICATE FOR TRACTS

THE DEDICATION OF TRACTS A, B AND C ARE HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE SADDLEHORN RANCH METROPOLITAN DISTRICT.

SADDLEHORN RANCH METROPOLITAN DISTRICT

BY:

PRESIDENT

STATE OF COLORADO )

SS.

COUNTY OF \_\_\_\_\_)

ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY \_\_\_\_\_

\_\_\_\_\_ AS \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL \_\_\_\_\_

NOTARY PUBLIC

OWNERSHIP & MAINTENANCE TABLE

TRACT	AREA (SF)	AREA (AC)	USE	OWNER	MAINTENANCE
A	82,839	1.9017	OPEN SPACE, WATER TREATMENT FACILITY	SADDLEHORN RANCH METROPOLITAN DISTRICT	SADDLEHORN RANCH METROPOLITAN DISTRICT
B	323,812	7.4337	OPEN SPACE, DRAINAGE	SADDLEHORN RANCH METROPOLITAN DISTRICT	SADDLEHORN RANCH METROPOLITAN DISTRICT
C	567,382	13.0253	OPEN SPACE, DRAINAGE	SADDLEHORN RANCH METROPOLITAN DISTRICT	SADDLEHORN RANCH METROPOLITAN DISTRICT
TOTAL TRACT AREA	974,033	22.3607			
TOTAL LOT AREA	5,953,778	136.6799			
TOTAL ROW AREA	825,493	18.9507			
TOTAL SITE AREA	7,753,304	177.9914			

GENERAL NOTES:

- 1. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET". ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
- 2. BASIS OF BEARING: THE WEST LINE OF SECTION 3, T3S, R64W, 6TH P.M., MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 17496" IN A RANGE BOX AT THE NORTHWEST CORNER OF SECTION 3 AND A NO. 8 REBAR IN A RANGE BOX AT THE SOUTHWEST CORNER OF SECTION 3, BEARING N00°32'28"W AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE.
- 3. ALL REFERENCES TO BOOKS, PAGES, MAPS, AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS ON FILE WITH THE CLERK AND RECORDER OF EL PASO COUNTY, STATE OF COLORADO.
- 4. THIS SITE IS WITHIN A SPECIAL FLOOD HAZARD AREA "ZONE AE" (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD), AS DETERMINED BY GRAPHIC INTERPRETATION. FLOODPLAIN INFORMATION WAS OBTAINED FROM F.E.M.A. FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR EL PASO COUNTY, COLORADO, MAP NUMBERS 08041C0558G AND 08041C0566G BOTH WITH REVISED DATES OF DECEMBER 7, 2018.
- 5. THIS LAND SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JR ENGINEERING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, JR ENGINEERING, LLC RELIED UPON TITLE ORDER NO. SC55073032, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DATED OCTOBER 1, 2018 AT 5:00 P.M.
- 6. BY APPROVAL OF THIS PLAT EL PASO COUNTY VACATES THE POTENTIAL ROW ALONG THE SOUTH LINE OF SECTION 3 AND THE NORTH LINE OF SECTION 10 AS MAY HAVE BEEN ACQUIRED BY BOCC RESOLUTION RECORDED AT BOOK A, PAGE 78 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER.

SEE SHEET 2 FOR ADDITIONAL NOTES.

SURVEYORS CERTIFICATE

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

I ATTEST THE ABOVE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

DEREK LEE VAGIAS, \_\_\_\_\_ DATE \_\_\_\_\_

COLORADO REGISTERED PLS #38578

FOR AND ON BEHALF OF JR ENGINEERING, LLC

BOARD OF COUNTY COMMISSIONERS CERTIFICATE

THIS PLAT FOR SADDLEHORN RANCH FILING NO. 1 WAS APPROVED FOR FILING BY THE EL PASO COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, SUBJECT TO ANY NOTES SPECIFIED HEREON AND ANY CONDITIONS INCLUDED IN THE RESOLUTION OF APPROVAL. THE DEDICATIONS OF LAND TO THE PUBLIC (STREETS, TRACTS, EASEMENTS: LIST THOSE APPLICABLE) 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.

CHAIR, BOARD OF COUNTY COMMISSIONERS \_\_\_\_\_

DATE \_\_\_\_\_

PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE

THIS PLAT FOR SADDLEHORN RANCH FILING NO. 1 WAS APPROVED FOR FILING BY THE EL PASO COUNTY, COLORADO PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, SUBJECT TO ANY NOTES OR CONDITIONS SPECIFIED HEREON.

PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR \_\_\_\_\_

CLERK AND RECORDER

STATE OF COLORADO)

)SS

COUNTY OF EL PASO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M., THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

AND IS DULY RECORDED AT RECEPTION NO. \_\_\_\_\_ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

CHUCK BROERMAN, RECORDER

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

DEPUTY

SADDLEHORN RANCH FILING NO. 1  
JOB NO. 25142.01  
SEPTEMBER 2, 2020  
SHEET 1 OF 5

FEEES:

RECORDING: \_\_\_\_\_

PARK: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DRAINAGE: \_\_\_\_\_

BRIDGE: \_\_\_\_\_



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# SADDLEHORN RANCH FILING NO. 1

## A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 3 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN EL PASO COUNTY, STATE OF COLORADO

GENERAL NOTES CONTINUED:

7.

TRACT A IS FOR OPEN SPACE AND CONSTRUCTION OF A WATER TREATMENT FACILITY, TRACT B AND C ARE TO BE USED FOR OPEN SPACE AND DRAINAGE PURPOSES. TRACTS A, B AND C SHALL BE OWNED AND MAINTAINED BY THE SADDLEHORN RANCH METROPOLITAN DISTRICT.

8.

THE ADDRESSES EXHIBITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.

9.

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 OWNERS UNLESS OTHERWISE INDICATED. STRUCTURES, FENCES, MATERIALS OR LANDSCAPING THAT COULD IMPEDE THE FLOW OR RUNOFF SHALL NOT BE PLACED IN THE DRAINAGE EASEMENTS.

10.

WATER SERVICE SHALL BE SUPPLIED BY SADDLEHORN RANCH METROPOLITAN DISTRICT.

11.

SEWAGE TREATMENT IS THE RESPONSIBILITY OF EACH INDIVIDUAL PROPERTY OWNER. THE EL PASO COUNTY HEALTH DEPARTMENT MUST APPROVE EACH SYSTEM AND IN SOME CASES THE DEPARTMENT MAY REQUIRE AN ENGINEER DESIGNED SYSTEM PRIOR TO PERMIT APPROVAL.

12.

IMPERVIOUS LOT COVERAGE IS RESTRICTED TO NO MORE THAN 10,900 SQUARE FEET PER LOT TO CONFORM WITH THE EL PASO COUNTY'S MS4 STORM WATER DISCHARGE PERMIT.

13.

UNLESS SHOWN OTHERWISE, ALL SIDE, FRONT AND REAR LOT LINES ARE HEREBY PLATTED WITH A 10 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT. ALL EXTERIOR SUBDIVISION BOUNDARIES ARE HEREBY PLATTED WITH A 20 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT. THE SOLE RESPONSIBILITY FOR MAINTENANCE OF THESE EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNERS.

14.

THE FOLLOWING REPORTS HAVE BEEN SUBMITTED IN ASSOCIATION WITH THE PRELIMINARY PLAN OR FINAL PLAT FOR THIS SUBDIVISION AND ARE ON FILE AT THE COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT: TRANSPORTATION IMPACT STUDY; DRAINAGE REPORT; WATER RESOURCES REPORT; WASTEWATER DISPOSAL REPORT, GEOLOGY AND SOILS REPORT; FIRE PROTECTION REPORT, WILDFIRE HAZARDS REPORT; NATURAL FEATURES REPORT.

15.

DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LAWS, REGULATION, ORDINANCES, REVIEW AND PERMIT REQUIREMENTS, AND OTHER AGENCY REQUIREMENT, IF ANY, OF APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO, THE COLORADO DEPARTMENT OF WILDLIFE, COLORADO DEPARTMENT OF TRANSPORTATION, U.S. ARMY CORPS OF ENGINEERS, AND THE U.S. FISH & WILDLIFE SERVICE REGARDING THE ENDANGERED SPECIES ACT, PARTICULARLY AS IT RELATES TO THE LISTED SPECIES (E.G., PREBLES MEADOW JUMPING MOUSE).

16.

NO LOT OR INTEREST THEREIN, SHALL BE SOLD, CONVEYED, OR TRANSFERRED WHETHER BY DEED OR BY CONTRACT, NOR SHALL BUILDING PERMITS BE ISSUED, UNTIL AND UNLESS EITHER THE REQUIRED PUBLIC AND COMMON DEVELOPMENT IMPROVEMENTS HAVE BEEN CONSTRUCTED AND PRELIMINARILY ACCEPTED IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE APPLICANT/OWNER AND EL PASO COUNTY AS RECORDED UNDER RECEPTION NO. \_\_\_\_\_ IN THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO OR, IN THE ALTERNATIVE, OTHER COLLATERAL IS PROVIDED TO MAKE PROVISION FOR THE COMPLETION OF SAID IMPROVEMENTS IN ACCORDANCE WITH THE EL PASO LAND DEVELOPMENT CODE AND ENGINEERING CRITERIA MANUAL. ANY SUCH ALTERNATIVE COLLATERAL MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OR , IF PERMITTED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT, BY THE DEVELOPMENT SERVICES DEPARTMENT DIRECTOR AND MEET THE POLICY AND PROCEDURE REQUIREMENTS OF EL PASO COUNTY PRIOR TO THE RELEASE BY THE COUNTY OF ANY LOTS FOR SALE, CONVEYANCE OR TRANSFER. THIS PLAT RESTRICTION MAY BE REMOVED OR RESCINDED BY THE BOARD OF COUNTY COMMISSIONERS OR, IF PERMITTED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT, BY THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR UPON EITHER APPROVAL OF AN ALTERNATIVE FORM OF COLLATERAL OR COMPLETION AND PRELIMINARY ACCEPTANCE BY THE EL PASO BOARD OF COUNTY COMMISSIONERS OF ALL IMPROVEMENT REQUIRED TO BE CONSTRUCTED AND COMPLETED IN ACCORDANCE WITH SAID SUBDIVISION IMPROVEMENTS AGREEMENT. THE PARTIAL RELEASE OF LOTS FOR SALE, CONVEYANCE OR TRANSFER MAY ONLY BE GRANTED IN ACCORDANCE WITH ANY PLANNED PARTIAL RELEASE OF LOTS AUTHORIZED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT.

17.

A DRIVEWAY PERMIT IS REQUIRED TO BE APPLIED FOR AND APPROVED BY EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT PRIOR TO THE ESTABLISHMENT OF ANY DRIVEWAY. INDIVIDUAL LOT PURCHASERS ARE RESPONSIBLE FOR CONSTRUCTING DRIVEWAYS, INCLUDING DRAINAGE CULVERTS FROM TRUCHAS TRAIL, OSCURO TRAIL, DEL CERRO TRAIL, EL RAICENO TRAIL, ZARAGOZA TRAIL AND CARRANZA TRAIL PER LAND DEVELOPMENT CODE SECTION 6.3.3.C.2 AND 6.3.3.C.3. DUE TO THEIR LENGTH, SOME OF THE DRIVEWAYS WILL NEED TO BE SPECIFICALLY APPROVED BY THE FALCON FIRE PROTECTION DISTRICT.

18.

THERE SHALL BE NO DIRECT LOT ACCESS TO CURTIS ROAD.

19.

THE FOLLOWING LOTS (1, 7, 8, 27, 28, 31, 34, 34, 35, 36, 37, 38, TRACT A) HAVE BEEN FOUND TO BE IMPACTED BY GEOLOGIC HAZARDS. MITIGATION MEASURES AND A MAP OF THE HAZARD ARE CAN BE FOUND IN THE GEOLOGIC HAZARD REPORT PREPARED BY ENTECH ENGINEERING DATED APRIL 24, 2020 IN THE SADDLEHORN RANCH PRELIMINARY PLAN FILE # SP-19-006 AVAILABLE AT THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT. IF ANY STRUCTURES ARE PROPOSED IN ANY HAZARD AREA, A SUBSURFACE SOILS INVESTIGATION AND AN ENGINEERED SITE PLAN WILL BE REQUIRED FOR COUNTY REVIEW.

20.

THIS SUBDIVISION IS SURROUNDED BY AGRICULTURAL LAND. PROPERTY OWNERS MAY BE IMPACTED BY SOUNDS, SMELLS AND/OR ACTIVITIES ASSOCIATED WITH ACTIVE AGRICULTURAL PRACTICES. PURSUANT TO ARTICLE 3.5, TITLE 35, C.R.S., IT IS THE DECLARED POLICY OF THE STATE OF COLORADO TO CONSERVE, PROTECT, AND ENCOURAGE THE DEVELOPMENT AND IMPROVEMENT OF ITS AGRICULTURAL LAND FOR THE PRODUCTION OF FOOD AND OTHER AGRICULTURAL PRODUCTS. COLORADO IS A "RIGHT-TO-FARM" STATE PURSUANT TO C.R.S. 35-3.5-101, ET SEQ. LANDOWNERS, RESIDENTS AND VISITORS MUST BE PREPARED TO ACCEPT THE ACTIVITIES, SIGHTS, SOUNDS, AND SMELLS OF AGRICULTURAL OPERATIONS AS A NORMAL AND NECESSARY IMPACT OF LIVING IN A COUNTY WITH A STRONG RURAL CHARACTER AND A HEALTHY AGRICULTURAL SECTOR. STATE LAW PROVIDES THAT RANCHING, FARMING, OR OTHER AGRICULTURAL ACTIVITIES AND OPERATIONS SHALL NOT BE CONSIDERED TO BE NUISANCES SO LONG AS OPERATED IN CONFORMANCE WITH THE LAW AND IN A NON-NEGLIGANT MANNER. THEREFORE, ALL MUST BE PREPARED TO ENCOUNTER NOISES, ODORS, LIGHTS, MUD, DUST, SMOKE, CHEMICALS, MACHINERY ON PUBLIC ROADS, LIVESTOCK ON PUBLIC ROADS, STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION BY SPAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES, AND PESTICIDES, AND ONE OR MORE OF WHICH MAY NATURALLY OCCUR AS A PART OF LEGAL AND NON-NEGLIGENT AGRICULTURAL OPERATIONS.

21.

MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY DEPARTMENT OF TRANSPORTATION AND UNITED STATES POSTAL SERVICE REGULATIONS.

22.

THE SUBDIVIDER AGREES ON BEHALF OF HIM/HERSELF AND ANY DEVELOPER OR BUILDER SUCCESSORS AND ASSIGNEES THAT SUBDIVIDER AND/OR SAID SUCCESSORS AND ASSIGNS SHALL BE REQUIRED TO PAY TRAFFIC IMPACT FEES IN ACCORDANCE WITH THE EL PASO COUNTY ROAD IMPACT FEE PROGRAM RESOLUTION (RESOLUTION NO. 19-471), OR ANY AMENDMENTS THERETO, AT OR PRIOR TO THE TIME OF BUILDING PERMIT SUBMITTALS.

23.

THIS PROPERTY IS INCLUDED WITHIN A SPECIAL TAXING DISTRICT, SADDLEHORN RANCH METROPOLITAN DISTRICT, CREATED OF THE PURPOSE OF CONSTRUCTING AND MAINTAINING CERTAIN PUBLIC IMPROVEMENTS, DRAINAGE AND RECREATION IMPROVEMENTS. SPECIAL TAXING DISTRICTS ARE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. THE BUYER SHOULD FAMILIARIZE HIMSELF / HERSELF WITH THE POTENTIALITY AND RAMIFICATIONS THEREOF.

24.

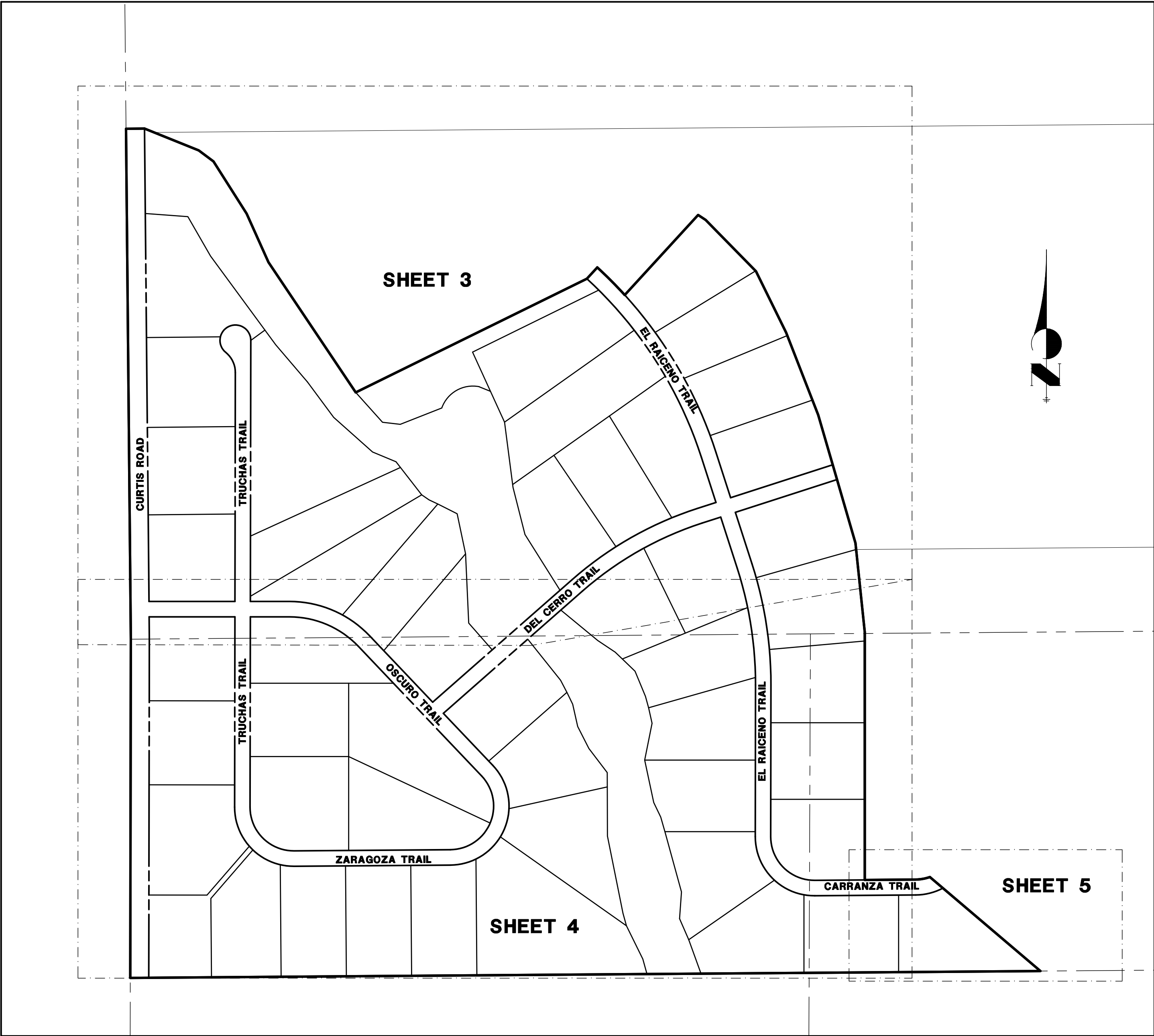
THE PRIVATE DETENTION BASINS WITHIN PORTIONS OF LOTS 12, 13, 20, 37 AND 38 ARE SUBJECT TO A PRIVATE DETENTION BASIN/STORMWATER QUALITY BMP MAINTENANCE AGREEMENT AND EASEMENT AS RECORDED AT RECEPTION NO. \_\_\_\_\_ OF THE RECORDS OF EL PASO COUNTY. THE SADDLEHORN RANCH METROPOLITAN DISTRICT IS RESPONSIBLE FOR MAINTENANCE OF THE SUBJECT DRAINAGE FACILITIES.

25.

THE TEMPORARY TURNAROUND EASEMENT AS SHOWN ON THIS PLAT AND REFERENCED IN THE EASEMENT AGREEMENT AS RECORDED AT RECEPTION NOS. \_\_\_\_\_ AND \_\_\_\_\_ OF THE RECORDS OF EL PASO COUNTY WILL BE VACATED UPON THE COMPLETION OF ROADWAY CONSTRUCTION OF EL RAICENO TRAIL AND CARRANZA TRAIL WITH A FUTURE FINAL PLAT.

26.

EMERGENCY ACCESS EASEMENT SHOWN ON TRACT A IS TEMPORARY AND WILL BE VACATED ONCE A SECOND PERMANENT CONNECTION IS MADE TO CURTIS OR JUDGE ORR ROAD



KEY MAP

SADDLEHORN RANCH FILING NO. 1  
JOB NO. 25142.01  
SEPTEMBER 2, 2020  
SHEET 2 OF 5



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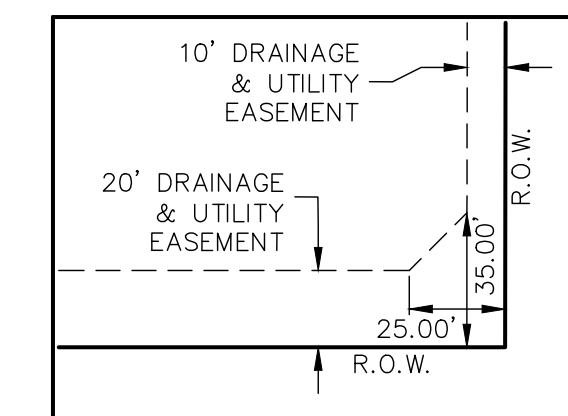


# SADDLEHORN RANCH FILING NO. 1

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 3 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 10,  
TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN  
EL PASO COUNTY, STATE OF COLORADO

## LEGEND

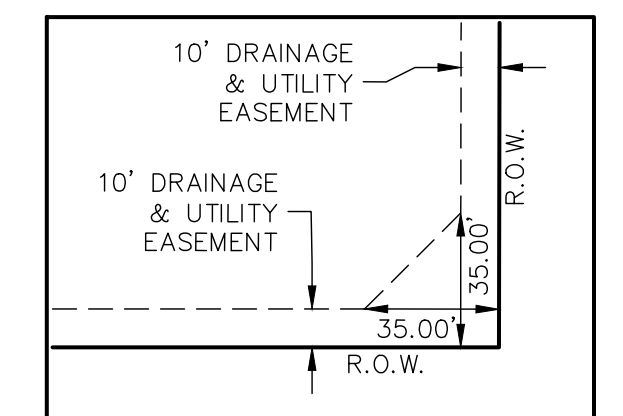
○	SET 18" LONG #5 REBAR WITH A 1.5" ALUMINUM CAP STAMPED "JR ENG LS 38578"
S.F.	SQUARE FEET
(R)	RADIAL BEARING
*	NOT A PART OF THIS SUBDIVISION
---	PROPOSED SUBDIVISION BOUNDARY
---	PROPOSED LOT LINE
---	PROPOSED RIGHT-OF-WAY LINE
---	PROPOSED CENTERLINE
---	PROPOSED EASEMENT
---	100 YEAR FLOODPLAIN
---	FEMA FIRM BASE FLOOD ELEVATION
---	GEOLOGIC HAZARD AREA
---	NO BUILD AREA



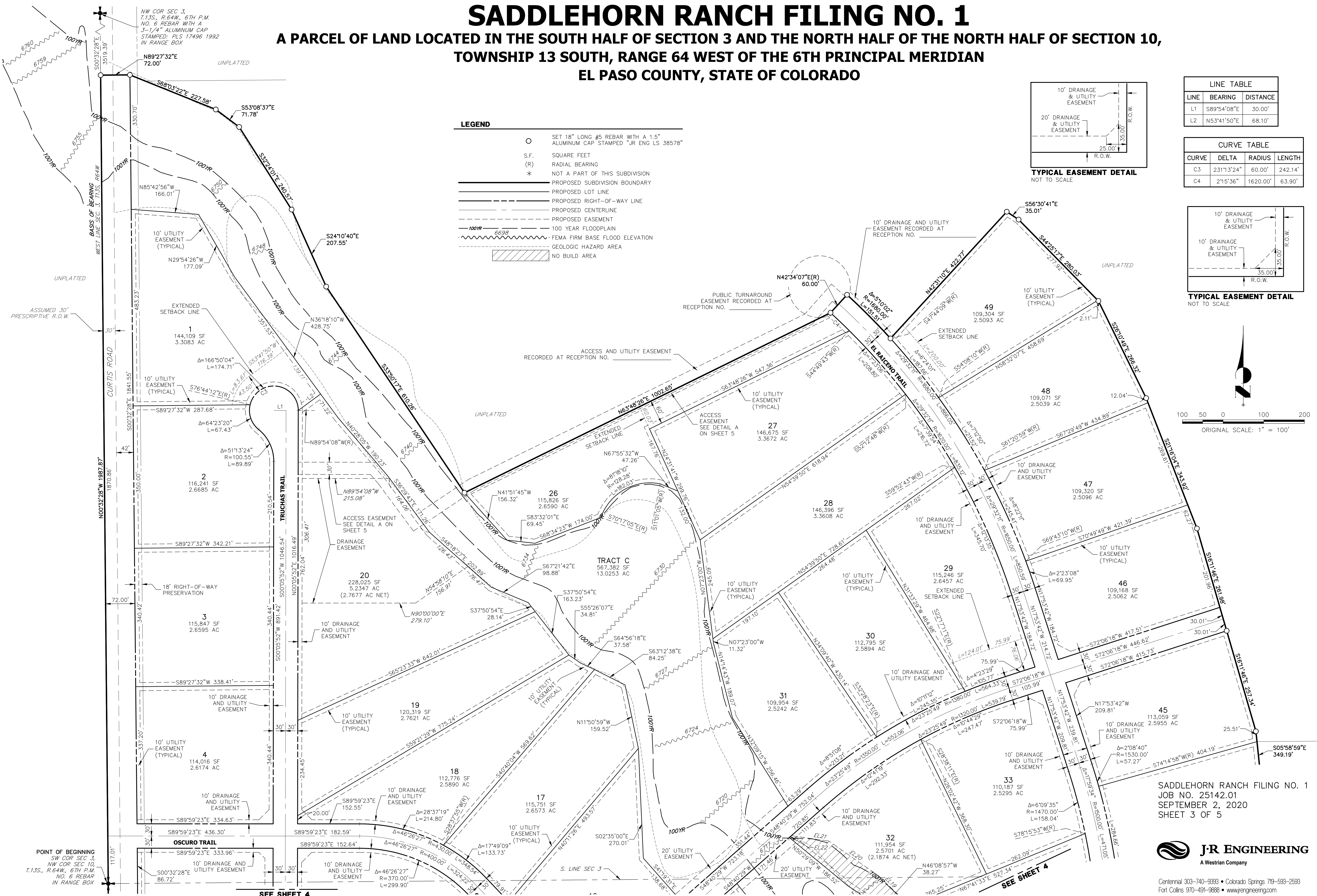
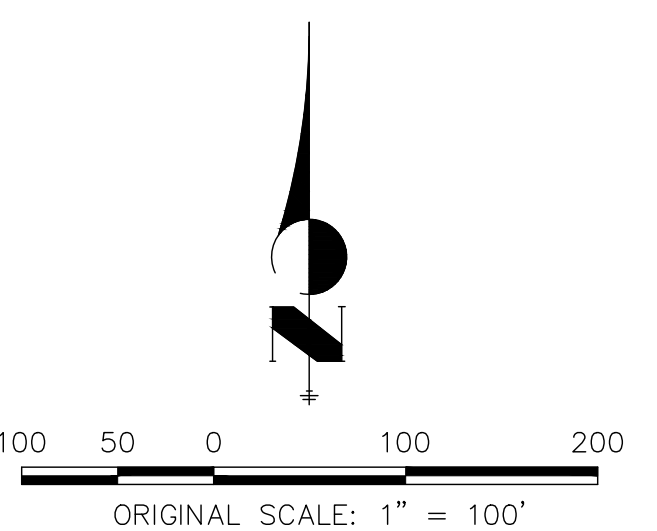
TYPICAL EASEMENT DETAIL  
NOT TO SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°54'08"E	30.00'
L2	N53°41'50"E	68.10'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C3	231°13'24"	60.00'	242.14'
C4	2°15'36"	1620.00'	63.90'



TYPICAL EASEMENT DETAIL  
NOT TO SCALE



SADDLEHORN RANCH FILING NO. 1  
JOB NO. 25142.01  
SEPTEMBER 2, 2020  
SHEET 3 OF 5



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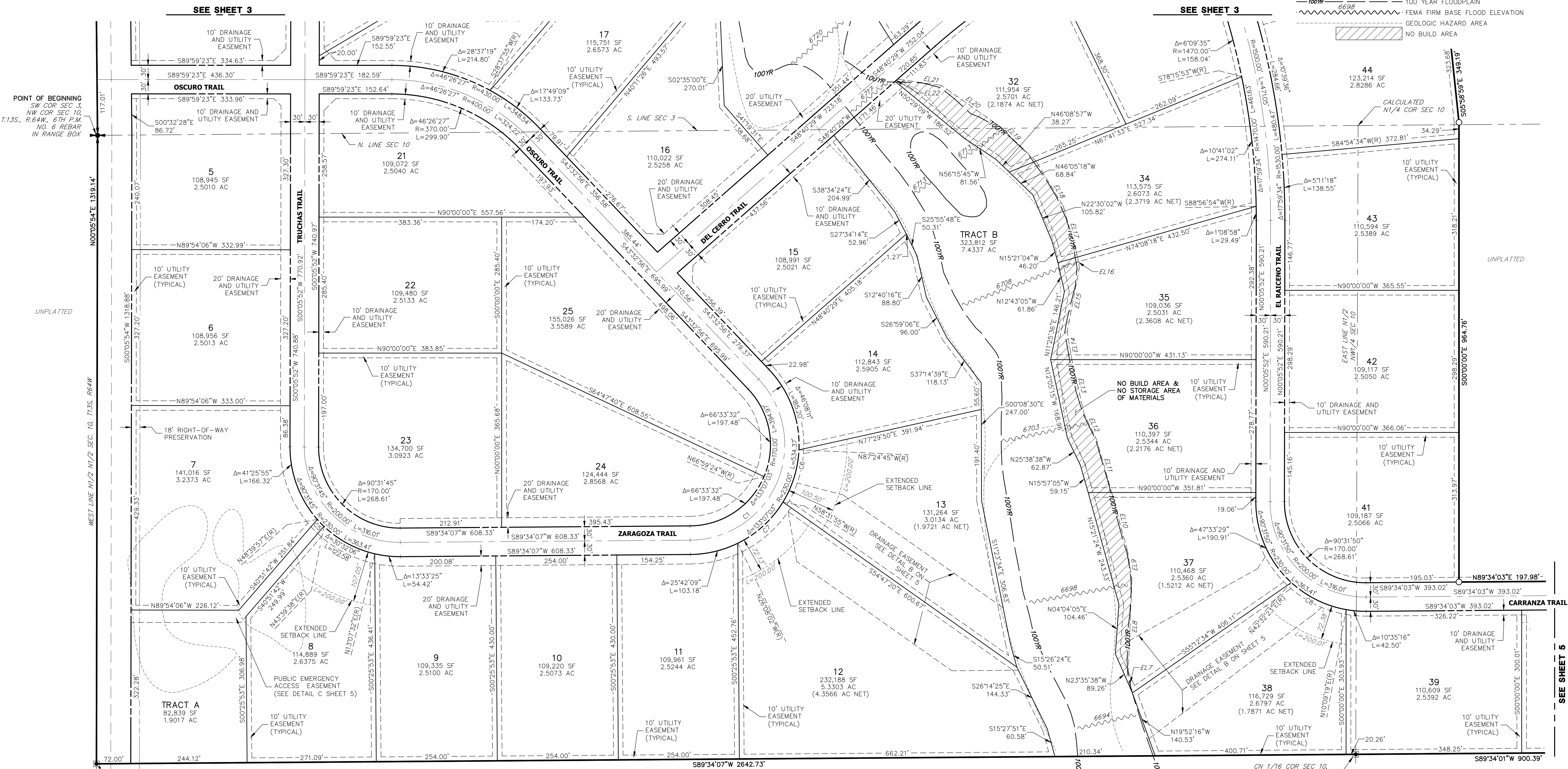


# SADDLEHORN RANCH FILING NO. 1

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 3 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 10,  
TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN  
EL PASO COUNTY, STATE OF COLORADO

## LEGEND

- SET 18" LONG #5 REBAR WITH A 1.5" ALUMINUM CAP STAMPED "JR ENG LS 38578"
- S.F. SQUARE FEET
- (R) RADIAL BEARING
- \* NOT A PART OF THIS SUBDIVISION
- PROPOSED SUBDIVISION BOUNDARY
- PROPOSED LOT LINE
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED CENTERLINE
- PROPOSED EASEMENT
- 100' 100' YEAR FLOODPLAIN
- FEMA FIRM BASE FLOOD ELEVATION
- GEOLOGIC HAZARD AREA
- NO BUILD AREA

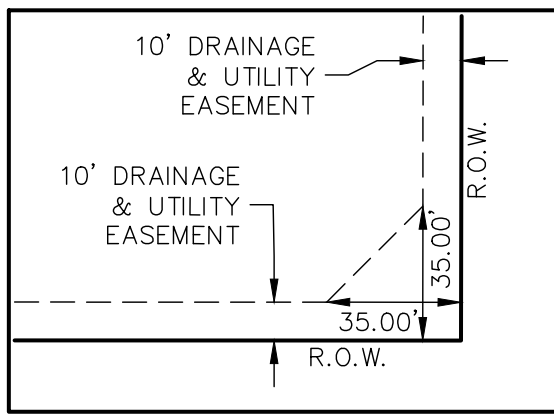


LINE TABLE		
LINE	BEARING	DISTANCE
EL7	N11°52'47\"W	43.06'
EL8	N02°19'53\"E	195.50'
EL9	N08°42'11\"W	60.04'
EL10	N15°09'46\"W	128.28'
EL11	N15°49'37\"W	114.32'
EL12	N25°39'54\"W	61.48'

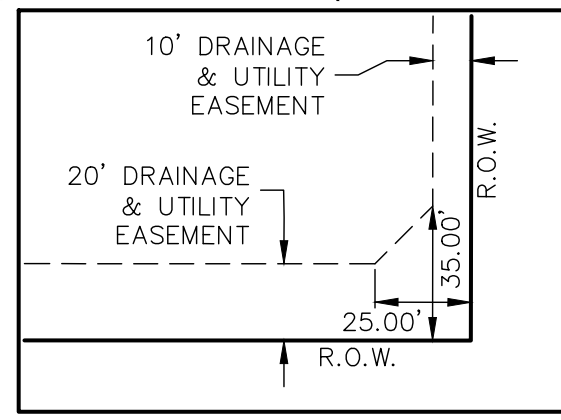
LINE TABLE		
LINE	BEARING	DISTANCE
EL13	N12°40'57\"W	116.21'
EL14	N09°48'22\"W	58.93'
EL15	N10°46'49\"E	138.00'
EL16	N10°17'28\"W	22.09'
EL17	N15°33'36\"W	109.44'
EL18	N31°07'39\"W	112.11'

LINE TABLE		
LINE	BEARING	DISTANCE
EL19	N46°02'28\"W	104.70'
EL20	N54°58'19\"W	150.20'
EL21	N81°56'55\"W	92.99'
EL22	S48°40'29\"W	6.80'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	133°07'03\"	200.00'	464.67'
C5	5°00'19\"	230.00'	20.09'
C6	28°52'50\"	230.00'	115.93'
C7	32°23'53\"	230.00'	130.05'
C8	32°23'04\"	230.00'	130.00'



TYPICAL EASEMENT DETAIL  
NOT TO SCALE



TYPICAL EASEMENT DETAIL  
NOT TO SCALE













SADDLEHORN RANCH FILING NO. 1  
JOB NO. 25142.01  
SEPTEMBER 2, 2020  
SHEET 4 OF 5



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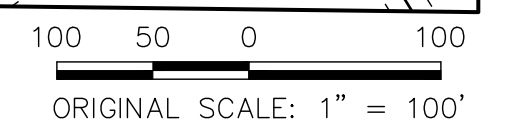
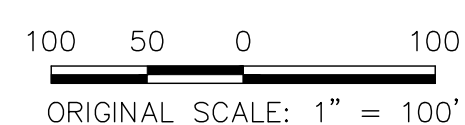
**A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 3 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 10,  
TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN  
EL PASO COUNTY, STATE OF COLORADO**



  S.F. (R) *	SET 18" LONG #5 REBAR WITH A 1.5" ALUMINUM CAP STAMPED "JR ENG LS 38578"  SQUARE FEET  RADIAL BEARING  NOT A PART OF THIS SUBDIVISION
                    	PROPOSED SUBDIVISION BOUNDARY  PROPOSED LOT LINE  PROPOSED RIGHT-OF-WAY LINE  PROPOSED CENTERLINE  PROPOSED EASEMENT  100 YEAR FLOODPLAIN  FEMA FIRM BASE FLOOD ELEVATION  GEOLOGIC HAZARD AREA  NO BUILD AREA

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	23°55'17"	200.00'	83.50'

LINE TABLE		
LINE	BEARING	DISTANCE
L3	S49°37'00"E	32.70'
L4	S49°37'00"E	33.85'



**J-R ENGINEERING**  
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