

**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 (hereinafter “Board” or “County”), Lorson Ranch Metropolitan District (hereinafter “Metro District”), Love In Action (the Metro District and Love In Action, hereinafter collectively, “Developer” or “Owner”). 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 referred to as Lorson Ranch; and

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

C. WHEREAS, Developer desires to plat and develop on the Subdivision Property a subdivision to be known as Hillside at Lorson Ranch Filing No.1 and has submitted an Early Grading Permit (EGP) application in connection therewith; and

D. WHEREAS, the development of this Subdivision Property will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Subdivision 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 one detention basin/stormwater quality BMP(s) ("water quality basin") 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 basins; and

J. WHEREAS, Developer desires to construct the detention basins on property that is or will be platted as Hillside at Lorson Ranch Filing No. 1 as depicted on Exhibit B attached hereto; and

K. WHEREAS, Developer shall be charged with the duty of constructing Pond E1, G, and H water quality basin and the Metro District shall be charged with the duties of operating, maintaining and repairing the water quality basin on the property described in Exhibit A; 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 EGP on the Developer's promise to so construct the detention basins, 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 basins serving this subdivision; and

O. WHEREAS, the County could condition EGP 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 EGP upon the grant herein of a perpetual Easement over the property described in Exhibit A for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basins; 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 agrees that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit A attached hereto, and that this entire Agreement and the performance thereof shall be binding upon themselves and their respective successors and assigns.

3. Construction: Developer shall construct on the property described in Exhibit B attached hereto and incorporated herein by this reference Pond E1, G, and H water quality basin. Developer shall not commence construction of the water quality basins until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basins and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the water quality basins in substantial compliance with the County-approved plans and specifications for the detention basins. 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 water quality basins 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 is issued. Rough grading of the water quality basins 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 water quality basins, 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 basins shall be planted or allowed to grow in the water quality basins.

5. Creation of Easement: Owner hereby grants the County and the Metro District a non-exclusive perpetual easement upon and across the property described in Exhibit A. The purpose of the easement is to allow the County and the Metro District to access, inspect, clean, repair and maintain the water quality basins; 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 water quality basins

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the water quality basins are 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 water quality basins need 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 described in Exhibit A 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 basins.

7. Reimbursement of County's Costs: 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 incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the water quality basins 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 EGP approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. After recording of the final plat(s) of the subdivision, conveyance of the tracts within which water quality basin lies from the 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 water quality basins), and recording of a deed for the same.

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 and 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 water quality basin, 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 the County, the Developer, the Owner, 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 water quality basins 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 be joint and several but shall only continue until such time as the Final Plat as

described in Paragraph C of the Recitals set forth above is recorded and the Developer completes the construction of the detention basins 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 conveyance by deed of the water quality basin tracts to the Metro District as required by Paragraph 8 above.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this _____ day of _____, 20 ____, by:

Love in Action

By: _____
Jeff Mark, Authorized signing Agent

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____, by Jeff Mark, Authorized signing Agent for Love In Action

Witness my hand and official seal.

My commission expires: _____

Notary Public

Executed this _____ day of _____, 20 ____, by:

LORSON RANCH METROPOLITAN DISTRICT

By: _____
Jeff Mark, President

Attest:

By: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Jeff Mark, President, LORSON RANCH METROPOLITAN DISTRICT, as attested by _____, as _____.

Witness my hand and official seal.

My commission expires: _____

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

Approved as to Content and Form:

Assistant County Attorney

Exhibit A –Land Description

HILLSIDE AT LORSON RANCH FILING NO. 1 BOUNDARY LEGAL DESCRIPTION (128.328 ACRES)

A PARCEL OF LAND IN THE NORTH HALF (N 1/2) SECTION 24 AND THE NORTHEAST QUARTER (NE 1/4) SECTION 23, T15S, R65W OF THE 6TH P.M., EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 102, "CREEKSIDE SOUTH AT LORSON RANCH FILING NO. 1" AS RECORDED UNDER RECEPTION NO. 2221714746 IN THE EL PASO COUNTY, COLORADO RECORDS;

THENCE ALONG THE EASTERLY LINES THEROF THE FOLLOWING TWO (2) COURSE:

1. THENCE N00°19'53"W A DISTANCE OF 168.15 FEET;
2. THENCE N38°22'41"E A DISTANCE OF 250.28 FEET TO THE SOUTHEAST CORNER OF "LORSON RANCH EAST FILING NO. 4" AS RECORDED UNDER RECEPTION NO. 220714583 IN THE EL PASO COUNTY, COLORADO RECORDS;

THENCE N38°22'41"E ALONG THE EASTERLY LINE THEREOF, 1,642.90 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF LORSON BOULEVARD AS SHOWN ON THE PLAT OF "THE HILLS AT LORSON RANCH FILING NO. 1" AS RECORDED UNDER RECEPTION NO. 221_____ IN THE EL PASO COUNTY, COLORADO RECORDS;

THENCE ALONG THE SOUTHERLY LINE THEREOF THE FOLLOWING NINE (9) COURSES:

1. THENCE N89°35'58"E A DISTANCE OF 490.91 FEET TO A POINT OF CURVE;
2. THENCE 226.85 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 568.00 FEET, A CENTRAL ANGLE OF 22°53'00", THE CHORD OF 225.35 FEET BEARS S78°57'32"E TO A PONT OF TANGENT;
3. THENCE S67°31'03"E A DISTANCE OF 263.79 FEET;
4. THENCE S28°50'34"E A DISTANCE OF 32.01 FEET;
5. THENCE S67°31'03"E A DISTANCE OF 50.00 FEET;
6. THENCE N73°54'03"E A DISTANCE OF 32.07 FEET;
7. THENCE S67°31'03"E A DISTANCE OF 789.35 FEET TO A POINT OF CURVE;
8. THENCE 178.22 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 968.00 FEET, A CENTRAL ANGLE OF 10°32'56", THE CHORD OF 177.97 FEET BEARS S62°14'35"E TO A POINT OF TANGENT;
9. THENCE S56°58'07"E A DISTANCE OF 9.29 FEET TO THE SOUTHWEST CORNER OF THE SOUTHERLY RIGHT-OF-WAY OF FUTURE LORSON BOULEVARD AS SHOWN ON THE PLAT OF "THE RIDGE AT LORSON RANCH FILING NO. 1" AS RECORDED UNDER RECEPTION NO. 22_____ IN THE EL PASO COUNTY, COLORADO RECORDS;

THENCE ALONG THE SOUTHERLY LINE THEREOF THE FOLLOWING TEN (10) COURSES:

1. THENCE S58°24'55"E A DISTANCE OF 79.22 FEET;
2. THENCE 189.64 FEET ALONG A NON TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 10°32'56", THE CHORD OF 189.37 FEET BEARS S62°14'35"E TO A POINT OF TANGENT;
3. THENCE S67°31'03"E A DISTANCE OF 663.92 FEET TO A POINT OF CURVE;
4. THENCE 319.29 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 17°45'40", THE CHORD OF 318.01 FEET BEARS S76°23'53"E;
5. THENCE S58°30'10"E, NON-TANGENT TO THE PREVIOUS COURSE, 41.38 FEET;
6. THENCE S88°30'10"E A DISTANCE OF 44.27 FEET;
7. THENCE N61°29'50"E A DISTANCE OF 40.94 FEET;
8. THENCE N89°25'43"E A DISTANCE OF 787.32 FEET;
9. THENCE S60°34'17"E A DISTANCE OF 40.00 FEET;
10. THENCE N89°25'43"E A DISTANCE OF 46.97 FEET;

THENCE N00°34'17"W A DISTANCE OF 76.83 FEET;

THENCE N89°25'43"E A DISTANCE OF 380.07 FEET TO THE WESTERLY LINE OF THAT PROPERTY DESCRIBED BY SPECIAL WARRANTY DEED AS RECORDED UNDER RECEPTION NO. 209144818 IN THE EL PASO COUNTY, COLORADO RECORDS;

THENCE S00°11'19"E ALONG SAID WESTERLY LINE, 637.47 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, T15S, R65W OF THE 6TH P.M.;

THENCE S89°25'52"W ALONG SAID NORTH LINE, 2,651.15 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 THE FOLLOWING THREE (3) COURSES:

1. THENCE S89°27'59"W A DISTANCE OF 852.91 FEET;
2. THENCE S89°26'11"W A DISTANCE OF 1,604.80 FEET;
3. THENCE S89°09'33"W A DISTANCE OF 178.42 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 23, T15S, R65W OF THE 6TH P.M. ;

THENCE S89°52'02"W A DISTANCE OF 266.06 FEET;

THENCE S89°38'10"W A DISTANCE OF 87.85 FEET TO THE POINT OF BEGINNING.

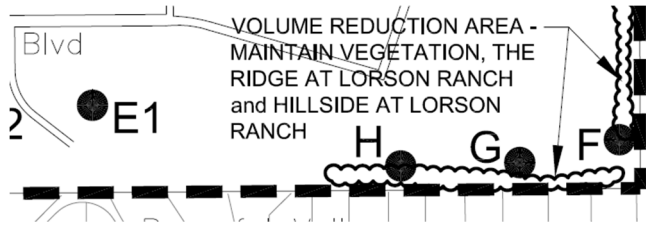
SAID PARCEL CONTAINS AN AREA OF 5,589,948 S.F. (128.328 ACRES, MORE OR LESS).

BASIS OF BEARING: A PORTION OF THE EASTERLY BOUNDARY LINE OF "CREEKSIDE SOUTH AT LORSON RANCH FILING NO. 1" AS RECORDED UNDER RECEPTION NO 221714746 IN THE RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT EACH END BY A NO. 5 REBAR AND 1.25 INCH ORANGE PLASTIC CAP STAMPED "M&S CIVIL PLS 29566". SAID LINE IS ASSUMED TO BEAR N00°19'53"W A DISTANCE OF 168.15 FEET. THE UNIT OF MEASUREMENTS IS THE U.S. SURVEY FOOT.

PREPARED BY:

VERNON P. TAYLOR, COLORADO PLS NO. 25966 DATE
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC.

Exhibit B – Pond Locations (POND E1, G, H) & Legal Description





212 N Wahsatch Ave, Ste 305
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

**POND EASEMENT A
EXHIBIT A**

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 NW 1/4) OF SECTION 24, T15S, R65W OF THE 6th P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF "LORSON RANCH EAST FILING NO. 4" AS RECORDED UNDER RECEPTION NO. 220714583 IN THE EL PASO COUNTY, COLORADO RECORDS;
THENCE N38°22'41"E ALONG THE EASTERLY LINE THEREOF A DISTANCE OF 532.60 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N38°22'41"E ALONG SAID LINE, 387.74 FEET;
THENCE S51°37'19"W A DISTANCE OF 351.17 FEET;
THENCE N89°25'43"E A DISTANCE OF 111.18 FEET;
THENCE S00°34'17"E A DISTANCE OF 285.09 FEET;
THENCE S89°25'41"W A DISTANCE OF 375.27 FEET TO A POINT ON THE EASTERLY LINE OF A 225 FOOT ELECTRIC EASEMENT RECORDED IN BOOK 2030 AT PAGE 238 OF THE RECORDS OF EL PASO COUNTY, COLORADO;
THENCE N51°37'19"W A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 200,429 S.F. (4.601 ACRES MORE OR LESS).

BASIS OF BEARING: A PORTION OF THE EASTERLY BOUNDARY LINE OF "LORSON RANCH EAST FILING NO. 4" AS RECORDED UNDER RECEPTION NO 220714583 IN THE RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT EACH END BY A NO. 5 REBAR AND 1.25 INCH ORANGE PLASTIC CAP STAMPED "M&S CIVIL PLS 29566". SAID LINE IS ASSUMED TO BEAR N38°22'41"E A DISTANCE OF 1,642.90 FEET. THE UNIT OF MEASUREMENTS IS THE U.S. SURVEY FOOT.

PREPARED BY:

Vernon P Taylor 2/07/2022
VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966 DATE
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC

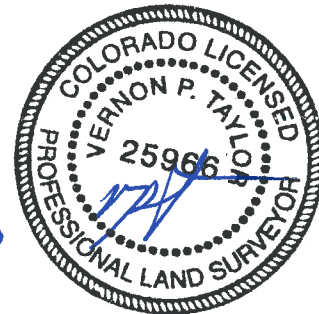
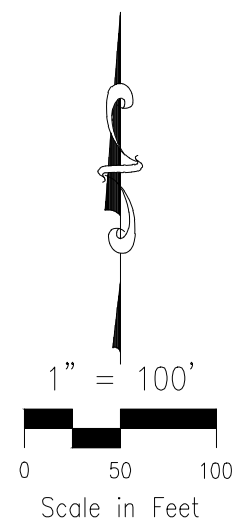
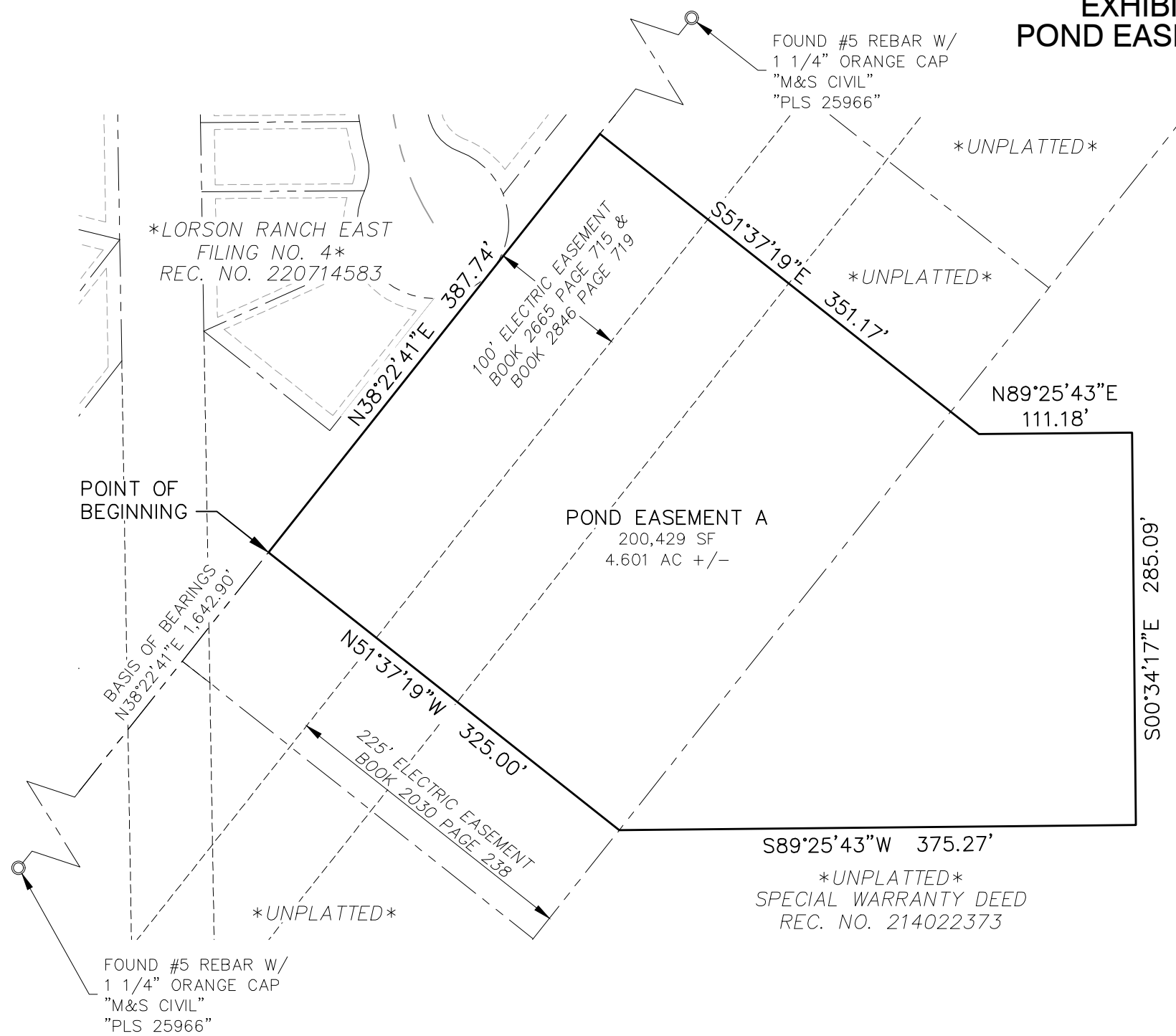


EXHIBIT "B" POND EASEMENT A



NOTES:

THIS SKETCH IS INTENDED FOR CLARIFICATION OF THE LEGAL DESCRIPTION ONLY. THIS SKETCH IS NOT INTENDED TO REPRESENT A LAND SURVEY PLAT NOR AN IMPROVEMENT LOCATION SURVEY PLAT.

POND EASEMENT A
 EXHIBIT "B"
 JOB NO. 43-141
 DATE PREPARED: 02/04/2022
 DATE REVISED:



212 N. WAHSATCH AVE., STE 305
 COLORADO SPRINGS, CO 80903
 PHONE: 719.955.5485



212 N Wahsatch Ave, Ste 305
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

**POND EASEMENT B
EXHIBIT A**

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4) OF SECTION 24, T15S, R65W OF THE 6th P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF "LORSON RANCH EAST FILING NO. 4" AS RECORDED UNDER RECEPTION NO. 220714583 IN THE EL PASO COUNTY, COLORADO RECORDS;
THENCE S83°59'52"E A DISTANCE OF 3,189.30 FEET TO A POINT ON THE NORTH LINE OF "PEACEFUL VALLEY LAKE ESTATES FIRST FILING" AND THE POINT OF BEGINNING;

THENCE N00°34'08"W A DISTANCE OF 150.34 FEET;
THENCE N72°44'54"E A DISTANCE OF 172.57 FEET;
THENCE N00°34'08"W A DISTANCE OF 100.66 FEET;
THENCE N89°25'43"E A DISTANCE OF 171.60 FEET;
THENCE S00°34'08"E A DISTANCE OF 82.04 FEET;
THENCE S49°45'24"E A DISTANCE OF 84.63 FEET;
THENCE S00°34'08"E A DISTANCE OF 163.18 FEET TO THE AFORESAID NORTH LINE OF "PEACEFUL VALLEY LAKE ESTATES FIRST FILING";
THENCE S89°25'52"W ALONG SAID LINE, 400.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 92,741 S.F. (2.129 ACRES MORE OR LESS).

BASIS OF BEARING: A PORTION OF THE EASTERLY BOUNDARY LINE OF "LORSON RANCH EAST FILING NO. 4" AS RECORDED UNDER RECEPTION NO 220714583 IN THE RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT EACH END BY A NO. 5 REBAR AND 1.25 INCH ORANGE PLASTIC CAP STAMPED "M&S CIVIL PLS 29566". SAID LINE IS ASSUMED TO BEAR N38°22'41"E A DISTANCE OF 1,642.90 FEET. THE UNIT OF MEASUREMENTS IS THE U.S. SURVEY FOOT.

PREPARED BY:

Vernon P Taylor 2/07/2022
VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966 DATE
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC

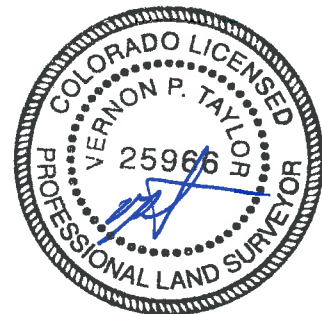
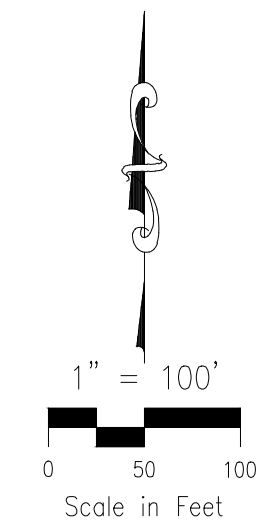
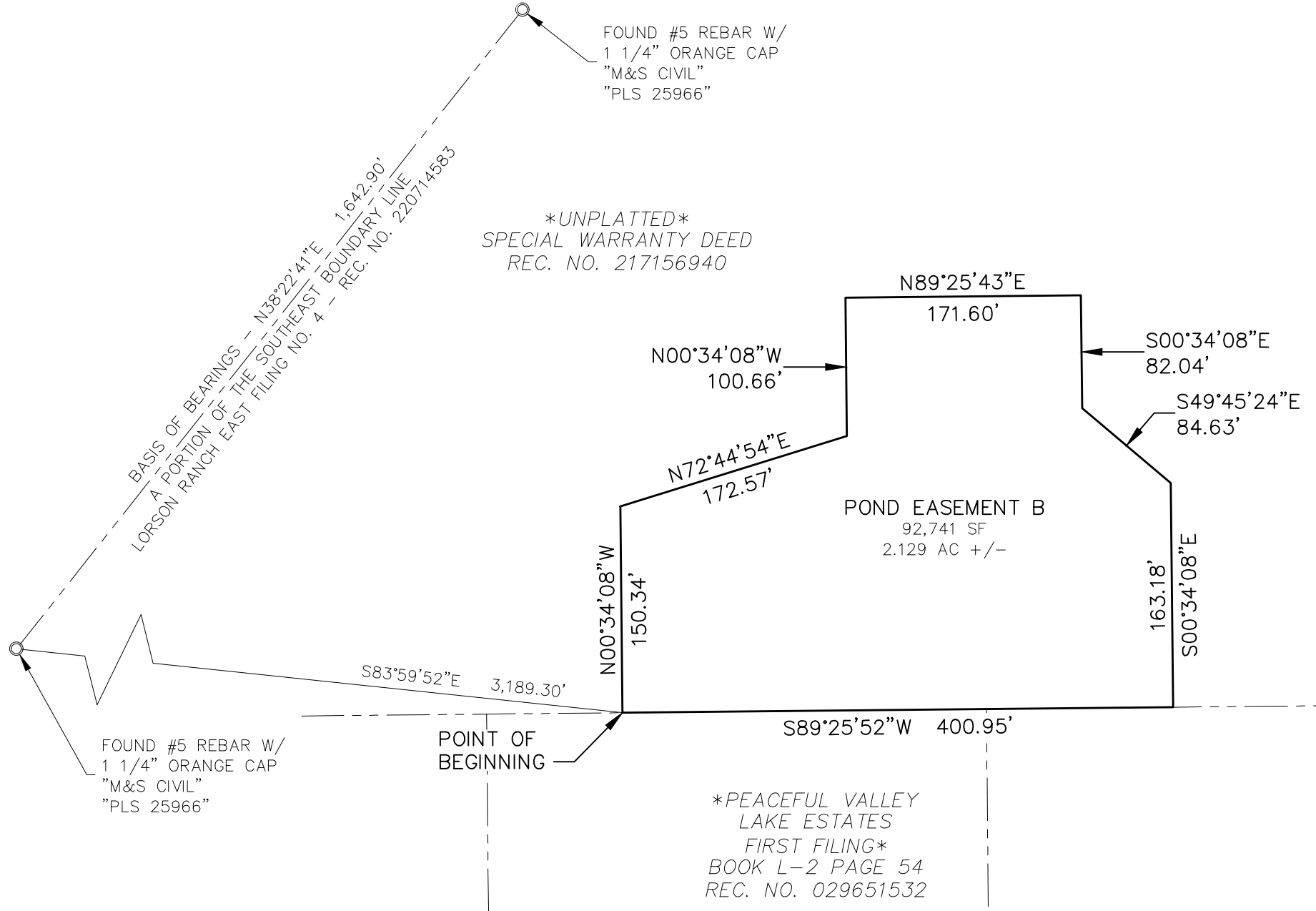


EXHIBIT "B" POND EASEMENT B



NOTES:

THIS SKETCH IS INTENDED FOR CLARIFICATION OF THE LEGAL DESCRIPTION ONLY. THIS SKETCH IS NOT INTENDED TO REPRESENT A LAND SURVEY PLAT NOR AN IMPROVEMENT LOCATION SURVEY PLAT.

POND EASEMENT B
EXHIBIT "B"
JOB NO. 43-141
DATE PREPARED: 02/04/2022
DATE REVISED:

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

CIVIL CONSULTANTS, INC.



212 N Wahsatch Ave, Ste 305
 Colorado Springs, CO 80903
 Mail to: PO Box 1360
 Colorado Springs, CO 80901
 719.955.5485

**POND EASEMENT C
 EXHIBIT A**

A PARCEL OF LAND IN THE SOUTH HALF OF THE NORTHEAST QUARTER (S 1/2 NE 1/4) OF SECTION 24, T15S, R65W OF THE 6th P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF "LORSON RANCH EAST FILING NO. 4" AS RECORDED UNDER RECEPTION NO. 220714583 IN THE EL PASO COUNTY, COLORADO RECORDS;
 THENCE S85°31'41"E A DISTANCE OF 4,153.83 FEET TO A POINT ON THE NORTH LINE OF "PEACEFUL VALLEY LAKE ESTATES FIRST FILING" AND THE POINT OF BEGINNING;

THENCE N00°34'17"W A DISTANCE OF 195.57 FEET;
 THENCE N89°25'43"E A DISTANCE OF 158.98 FEET;
 THENCE S00°34'17"E A DISTANCE OF 106.06 FEET;
 THENCE S73°42'59"E A DISTANCE OF 90.10 FEET;
 THENCE N89°25'43"E A DISTANCE OF 322.37 FEET;
 THENCE S00°34'08"E A DISTANCE OF 63.40 FEET TO THE AFORESAID NORTH LINE OF "PEACEFUL VALLEY LAKE ESTATES FIRST FILING";
 THENCE S89°25'52"W ALONG SAID LINE, 567.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 58,122 S.F. (1.334 ACRES MORE OR LESS).

BASIS OF BEARING: A PORTION OF THE EASTERLY BOUNDARY LINE OF "LORSON RANCH EAST FILING NO. 4" AS RECORDED UNDER RECEPTION NO 220714583 IN THE RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT EACH END BY A NO. 5 REBAR AND 1.25 INCH ORANGE PLASTIC CAP STAMPED "M&S CIVIL PLS 29566". SAID LINE IS ASSUMED TO BEAR N38°22'41"E A DISTANCE OF 1,642.90 FEET. THE UNIT OF MEASUREMENTS IS THE U.S. SURVEY FOOT.

PREPARED BY:

Vernon P. Taylor 2/07/2022
 VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966 DATE
 FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC



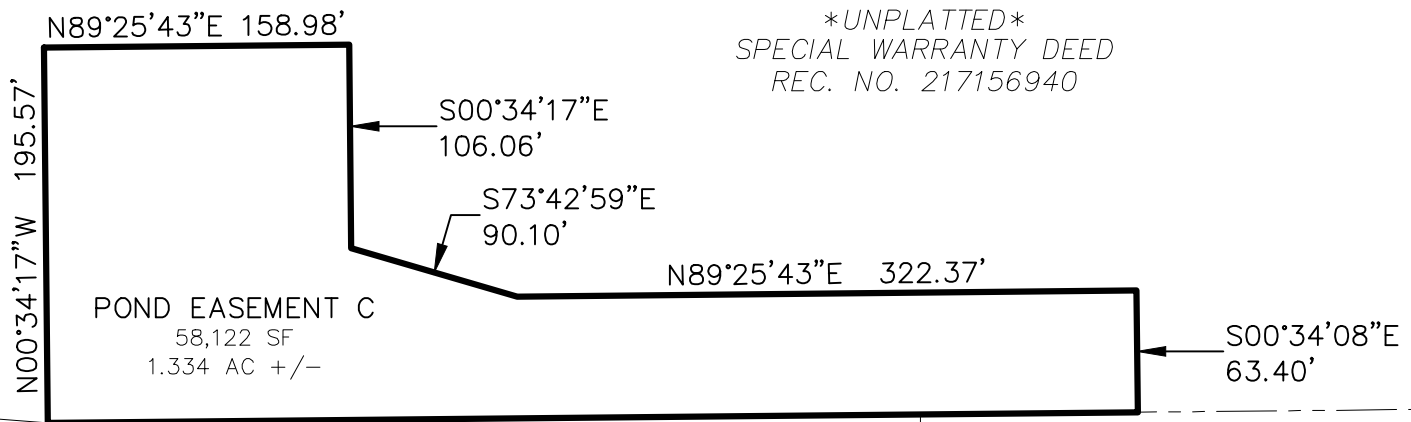
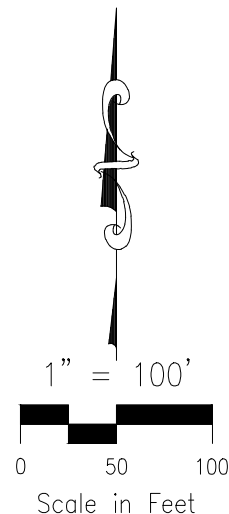
EXHIBIT "B" POND EASEMENT C

FOUND #5 REBAR W/
1 1/4" ORANGE CAP
"M&S CIVIL"
"PLS 25966"

BASIS OF BEARINGS - N38°22'41"E
A PORTION OF THE SOUTHEAST BOUNDARY LINE
LORSON RANCH EAST FILING NO. 4 - REC. NO. 220714583
1,642.90'

FOUND #5 REBAR W/
1 1/4" ORANGE CAP
"M&S CIVIL"
"PLS 25966"

UNPLATTED
SPECIAL WARRANTY DEED
REC. NO. 217156940



POINT OF BEGINNING

**PEACEFUL VALLEY
LAKE ESTATES
FIRST FILING*
BOOK L-2 PAGE 54
REC. NO. 029651532*

NOTES:
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THIS SKETCH IS NOT INTENDED TO REPRESENT A LAND SURVEY PLAT NOR AN IMPROVEMENT LOCATION SURVEY PLAT.

POND EASEMENT C
EXHIBIT "B"
JOB NO. 43-141
DATE PREPARED: 02/04/2022
DATE REVISED:



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Exhibit C – Pond Operations and Maintenance Manual