

**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), **Meadowbrook Development LLC (Developer)**, and **Meadowbrook Crossing Metropolitan District** (Metro District), a quasi-municipal corporation and political subdivision of the State of Colorado. The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

- A. WHEREAS the District provides various municipal services to certain real property in El Paso County, Colorado referred to as **Meadowbrook Park Filing No. 1**; and
- B. WHEREAS, Developer is the owner of certain real estate (the Property or Subdivision) in El Paso County, Colorado, which Property is legally described in Exhibit A attached hereto and incorporated herein by this reference; and
- C. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as **Meadowbrook Park Filing No. 1**; and
- D. WHEREAS, the development of this Property will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Property, and, therefore, it is in the best interest of public health, safety and welfare for the County to condition approval of this subdivision/land use 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 two (2) 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

J. WHEREAS, Developer desires to construct the detention basin/BMP(s) on Tract D and Tract J, those portions of the Property that are legally described in Exhibit B attached hereto; and

K. WHEREAS, Developer shall be charged with the duties 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 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/land use 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 and 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, two (2) 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. In cases where a subdivision is not required, the one-year period will commence to run on the date the Erosion and Stormwater Quality Control Permit (ESQCP) is issued. 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 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 nonexclusive 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) 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 detention basin/BMP(s) needs to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should the responsible parties fail to correct the specified problem(s), the County may enter upon the Property to so correct the specified problem(s). Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

7. Reimbursement of County's Costs / Covenant Running With the Land: The Developer and the Metro District agree and covenant, for themselves, their respective successors and assigns, that they will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMP(s) pursuant to the provisions of this Agreement.

The term "actual costs and expenses" shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation

or engages the services of legal counsel in order to enforce the provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney's fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

8. Contingencies of Land Use/Land Disturbance Approval: Developer's and Metro District's execution of this Agreement is a condition of subdivision 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 Public Works Department: Any and all actions and decisions to be made hereunder by the County shall be made by the Director of the El Paso County Planning and Community Development Department and/or the Director of the El Paso County Public Works Department. 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 Public Works Department.

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer and Metro District agree, for themselves, their 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 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 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 of Developer's Obligation and Liability:** The obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat as described in Paragraph C of the Recitals set forth above is recorded 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 such responsibilities from Developer to the Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 19<sup>th</sup> day of October, 2022, by:

Meadowbrook Development LLC

By: \_\_\_\_\_  
Danny Mientka, Manager

The foregoing instrument was acknowledged before me this 19 day of October, 2022, by Danny Mientka, Manager, Meadowbrook Development LLC.

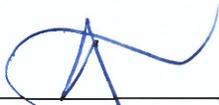
Witness my hand and official seal.

My commission expires: June 20, 2026 \_\_\_\_\_  
Notary Public

SVENJA OLLAND-GRISWOLD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184025608  
MY COMMISSION EXPIRES JUNE 20, 2026

Executed this 19th day of October, 2023, by:

Meadowbrook Crossing Metropolitan District

By:   
Deirdre Aden-Smith, President

The foregoing instrument was acknowledged before me this 19 day of October, 2022, by Deirdre Aden-Smith, President, Meadowbrook Crossing Metropolitan District.

Witness my hand and official seal.

My commission expires: June 20, 2026

SVENJA OLLAND-GRISWOLD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184025608  
MY COMMISSION EXPIRES JUNE 20, 2026

  
Notary Public

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

**BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO**

By: \_\_\_\_\_  
Kevin Mastin, Interim Executive Director  
Planning and Community Development  
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Interim Executive Director, 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:

\_\_\_\_\_  
County Attorney's Office

EXHIBIT A  
LEGAL DESCRIPTION

Tract A, 24/94 Business Park Filing No. 1, recorded April 14, 2017 under Rec. No. 217713939 in the Official Public Records of El Paso County, Colorado.

Tract I, Meadowbrook Crossing Filing No. 1, recorded March 20, 2018 under Rec. No. 218714112, in the Official Public Records of El Paso County, Colorado.

A parcel of land located in the Southeast 1/4 of Section 8, Township 14 South, Range 65 West of the 6th Principal Meridian, El Paso County, Colorado, more particularly described as follows:

Commencing at the East Quarter Corner of Section 8; thence 89 degrees 46 minutes 40 seconds w on the East-West One Quarter line of Section 8, a distance of 1490.56 feet to a point on the Northwesterly right of way line of US 24 and the Point of Beginning of this description;

1) thence continuing S 89 Degrees 46 Minutes 40 Seconds W no said East-West One Quarter Line, a distance of 514.71 feet to a point of a non tangent curve to the right and a point on the easterly right of way line of Meadowbrook Parkway (80 feet wide) as platted in Claremont Business Park Filing No. 20, Recorded January 4, 2007 with Reception No. 207712506 in the Records of El Paso County;

2) thence on the arc of said curve, and the easterly right of way of said Meadowbrook Parkway, having a radius of 605.00 feet, a delta angle of 16 Degrees 55 Minutes 31 Seconds, an arc length of 178.72 feet, whose chord bears S 21 Degrees 48 Minutes 30 Seconds W a distance of 178.07 feet to a non tangent curve to the left and a point on the westerly line of a parcel described in a boundary survey by Drexel Barrell & CO dated December 21, 1981 with job number 4850-2R2;

3) thence on the arc of said curve, and the westerly line of said Drexel Barrell Survey, having a radius of 1196.28 feet, a delta angle of 21 Degrees 31 Minutes 28 Seconds, an arc length of 449.41 feet, whose long chord bears S 02 Degrees S 31 Minutes 36 Seconds E a distance of 446.77 feet to a non tangent curve to the left and a point on the westerly line of a parcel described in a boundary survey by Drexel Barrell & CO. dated December 21, 1981 with job number 4850.2R2;

4) thence S 13 Degrees 17 Minutes 20 Seconds E a distance of 27.57 feet to a non tangent curve to the left and a point on the westerly right of way line of US 24;

5) thence on the arc of said curve and said US 24 right of way line, having a radius of 7514.00 feet, a delta angle of 06 Degrees 27 Minutes 54 Seconds, an arc length of 847.83 feet, whose long chord bears N 40 Degrees 54 Minutes 03 Seconds E a distance of 847.38 feet to the Point of Beginning.

Basis of Bearings:

Bearings are based on the East-West One Quarter line of Section 8, Township 14 South, Range

65 West of the 6th Principal Meridian, El Paso County, Colorado, said line bears S 89 Degrees 46 Minutes 40 Seconds W from the East 1/4 Corner of Section 8 (2 1/2" Alum cap under asphalt Drexell Barrell & CO 1985) and the West 1/4 Corner of Section 8 (3 1/2" Brass Disk U.S. Dept. of the interior 1967) based on Drexell Barrel survey, dated December 21, 1981, Project No. 4850-2R2.

Being further described as follows:

Tract A, 24/94 Business Park Filing No. 1, recorded April 14, 2017 under Rec. No. 217713939 in the Official Public Records of El Paso County, Colorado, Tract I, Meadowbrook Crossing Filing No. 1, recorded March 20, 2018 under Rec. No. 218714112, in the Official Public Records of El Paso County, Colorado, and the land described in that Special Warranty Deed recorded August 31, 2017 under Rec. No. 217105469 in the Official Public Records of El Paso County, Colorado, lying within the Southeast Quarter of Section 8, Township 14 South, Range 65 West of the 6th P.M., being more particularly described as follows:

BEGINNING at the Southwest corner of said Tract A, also being a point on the east right of way line of Meadowbrook Parkway; thence along the west line of said Tract A, N51°16'54"E (Basis of bearings is the southwest line of Lot 1, 24/94 Business Park Filing No. 1, recorded under Rec. No. 217713939, being monumented at the southeast end by a no. 5 rebar with a 1 1/4" yellow plastic cap stamped, "PLS 31548" flush with grade and at the northwest end by a bent no. 4 rebar 1.0' below grade, having a measured bearing of N41°15'46"W a measured distance of 392.23 feet.), a distance of 214.40 feet, to the southwest corner of said Tract I; thence along the west line of said Tract I, N51°16'54"E, a distance of 171.88 feet, to the Western most corner of the land described in said Special Warranty Deed; thence along the west line of said land, along a non-tangent curve to the left, with an arc length of 191.93 feet, a radius of 605.00 feet, a delta angle of 18°10'37", a radial of N38°38'06"W; thence continuing along said west line, along a compound curve to the left, with an arc length of 210.34 feet, a radius of 605.00 feet, a delta angle of 19°55'12", to the northwest corner of said land; thence along the north line of said land, N89°42'24"E, a distance of 514.48 feet, to the northeast corner of said land; thence along the east line of said land, along a non-tangent curve to the right, with an arc length of 874.82 feet, a radius of 7,514.00 feet, a delta angle of 06°40'14", a radial of N52°23'38"W, to the Eastern most corner of said Tract A; thence along the east line of said Tract A, along a compound curve to the right, with an arc length of 287.42 feet, a radius of 7,514.00 feet, a delta angle of 02°11'30", to the Southern most corner of said Tract A; thence along the southwest line of said Tract A, N41°15'47"W, a distance of 378.28 feet, to the POINT OF BEGINNING

Containing 349,275 Sq. Ft. or 8.018 acres, more or less.

**EXHIBIT B  
LEGAL DESCRIPTION**

**TRACT D, MEADOWBROOK PARK FILING NO. 1, COUNTY OF EL PASO, STATE OF COLORADO**

**TRACT J, MEADOWBROOK PARK FILING NO. 1, COUNTY OF EL PASO, STATE OF COLORADO**



# MEADOWBROOK PARK FILING NO. 1

A REPLAT OF TRACT A, 24/94 BUSINESS PARK FILING NO. 1, ALONG WITH TRACT 1, MEADOWBROOK CROSSING FILING NO. 1 ALONG WITH THE LAND DESCRIBED IN THAT WARRANTY DEED RECORDED UNDER REC. NO. 217105469, ALL BEING A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M. COUNTY OF EL PASO, STATE OF COLORADO

LOT 15A  
CLAREMONT BUSINESS PARK  
FILING NO. 2A  
OWNER: GENE A. & JOHANN F.  
MEEK REVOCABLE TRUST  
REC. NO. 220009891

N89°46'40"E 314.71' (R)

AS PLATTED

US 2 REBAR DECK  
FLUSH WITH GRADE

US 2 REBAR  
0.5' BELOW GRADE

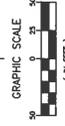
No.	Description	By	Date
1	Adjusted tract layout	SCG	6/14/2021
2	Addressed client comments	SCG	3/9/2021

Revisions

Notes: According to Colorado law you must date of the certification shown hereon. any action based upon any defect in this survey or defect in this survey within three years after you first discover such defect. In no event may date of the certification shown hereon. any action based upon any defect in this survey or defect in this survey within three years after you first discover such defect. In no event may

MEADOWBROOK PARK PUD  
A PORTION OF THE SE1/4 OF SECTION 8,  
TOWNSHIP 14 SOUTH, RANGE 65 WEST, OF THE SIXTH P.M.,  
EL PASO COUNTY, COLORADO  
Project 201566  
Checked By: SLM  
Drawn By: SCG  
Date: 2/25/2021  
Sheet 2 of 5

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	BEARING
C(1)	652.00'	192.55'	181.43°	111.13°
C(2)	652.00'	210.34'	19.55.12°	111.13°
C(3)	751.00'	282.55'	21.13.34°	111.13°



ROUND DOWNHOUT (AS NOTED)

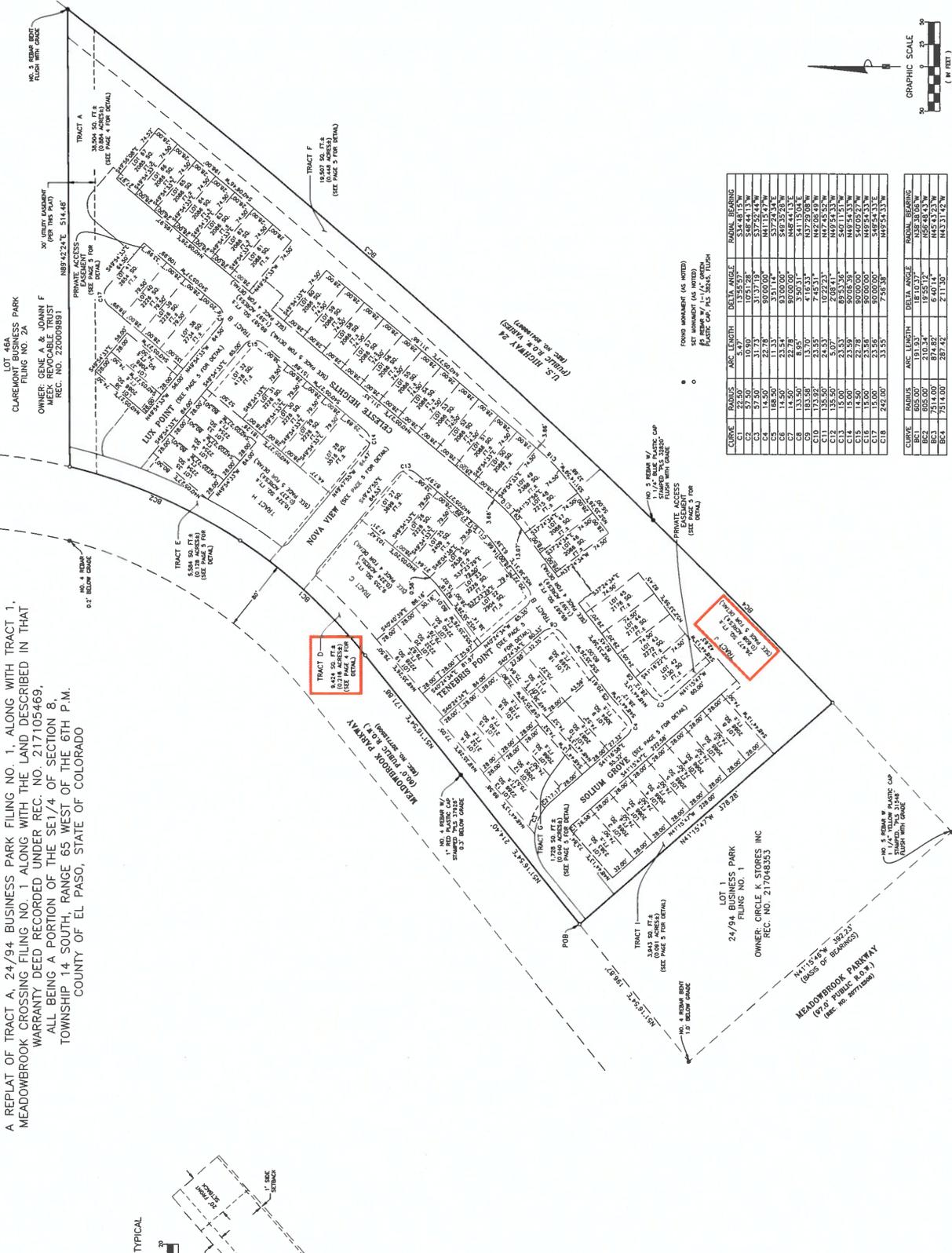
1 inch = 200 ft.

US 2 REBAR  
0.5' BELOW GRADE

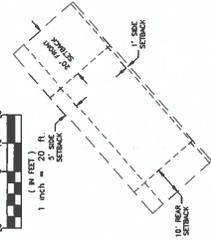
# MEADOWBROOK PARK FILING NO. 1

A REPLAT OF TRACT A, 24/94 BUSINESS PARK FILING NO. 1, ALONG WITH TRACT 1, MEADOWBROOK CROSSING FILING NO. 1 ALONG WITH THE LAND DESCRIBED IN THAT WARRANTY DEED RECORDED UNDER REC. NO. 217105469, ALL BEING A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M. COUNTY OF EL PASO, STATE OF COLORADO

# AS RE-PLATTED



LOT SETBACK DETAIL: TYPICAL  
GRAPHIC SCALE  
1 inch = 5' (SEE 1)



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	DELTA AREA	DELTA PERIMETER
BC1	22.50	5.97	13.55	0.57	1.13
BC2	57.50	10.90	10.51	1.25	2.50
BC3	14.50	22.78	80.00	0.00	0.00
BC4	188.50	11.33	3.51	1.14	2.27
BC5	14.50	22.78	80.00	0.00	0.00
BC6	133.50	8.95	3.90	3.11	6.22
BC7	173.92	23.35	7.45	3.31	6.70
BC8	135.50	24.33	10.22	2.23	4.46
BC9	15.00	33.50	89.53	0.00	0.00
BC10	15.00	23.59	50.00	0.00	0.00
BC11	15.00	23.59	50.00	0.00	0.00
BC12	15.00	23.59	50.00	0.00	0.00
BC13	15.00	23.59	50.00	0.00	0.00
BC14	15.00	23.59	50.00	0.00	0.00
BC15	15.00	23.59	50.00	0.00	0.00
BC16	15.00	23.59	50.00	0.00	0.00
BC17	15.00	23.59	50.00	0.00	0.00
BC18	242.00	33.35	7.98	3.36	6.72
BC19	242.00	33.35	7.98	3.36	6.72
BC20	605.00	101.53	18.00	1.12	2.24
BC21	605.00	210.34	19.55	1.12	2.24
BC22	605.00	210.34	19.55	1.12	2.24
BC23	7514.00	874.89	6.40	1.14	2.27
BC24	2511.00	281.74	2.11	0.36	0.71

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	DELTA AREA	DELTA PERIMETER
BC25	334.48	13.55	3.51	1.14	2.27
BC26	549.44	22.78	6.40	1.14	2.27
BC27	841.15	33.35	9.29	1.14	2.27
BC28	1132.86	43.92	12.18	1.14	2.27
BC29	1424.57	54.49	15.07	1.14	2.27
BC30	1716.28	65.06	17.96	1.14	2.27
BC31	2007.99	75.63	20.85	1.14	2.27
BC32	2300.00	86.20	23.74	1.14	2.27
BC33	2592.00	96.77	26.63	1.14	2.27
BC34	2884.00	107.34	29.52	1.14	2.27
BC35	3176.00	117.91	32.41	1.14	2.27
BC36	3468.00	128.48	35.30	1.14	2.27
BC37	3760.00	139.05	38.19	1.14	2.27
BC38	4052.00	149.62	41.08	1.14	2.27
BC39	4344.00	160.19	43.97	1.14	2.27
BC40	4636.00	170.76	46.86	1.14	2.27
BC41	4928.00	181.33	49.75	1.14	2.27
BC42	5220.00	191.90	52.64	1.14	2.27
BC43	5512.00	202.47	55.53	1.14	2.27
BC44	5804.00	213.04	58.42	1.14	2.27
BC45	6096.00	223.61	61.31	1.14	2.27
BC46	6388.00	234.18	64.20	1.14	2.27
BC47	6680.00	244.75	67.09	1.14	2.27
BC48	6972.00	255.32	69.98	1.14	2.27
BC49	7264.00	265.89	72.87	1.14	2.27
BC50	7556.00	276.46	75.76	1.14	2.27
BC51	7848.00	287.03	78.65	1.14	2.27
BC52	8140.00	297.60	81.54	1.14	2.27
BC53	8432.00	308.17	84.43	1.14	2.27
BC54	8724.00	318.74	87.32	1.14	2.27
BC55	9016.00	329.31	90.21	1.14	2.27
BC56	9308.00	339.88	93.10	1.14	2.27
BC57	9600.00	350.45	95.99	1.14	2.27
BC58	9892.00	361.02	98.88	1.14	2.27
BC59	10184.00	371.59	101.77	1.14	2.27
BC60	10476.00	382.16	104.66	1.14	2.27
BC61	10768.00	392.73	107.55	1.14	2.27
BC62	11060.00	403.30	110.44	1.14	2.27
BC63	11352.00	413.87	113.33	1.14	2.27
BC64	11644.00	424.44	116.22	1.14	2.27
BC65	11936.00	435.01	119.11	1.14	2.27
BC66	12228.00	445.58	122.00	1.14	2.27
BC67	12520.00	456.15	124.89	1.14	2.27
BC68	12812.00	466.72	127.78	1.14	2.27
BC69	13104.00	477.29	130.67	1.14	2.27
BC70	13396.00	487.86	133.56	1.14	2.27
BC71	13688.00	498.43	136.45	1.14	2.27
BC72	13980.00	509.00	139.34	1.14	2.27
BC73	14272.00	519.57	142.23	1.14	2.27
BC74	14564.00	530.14	145.12	1.14	2.27
BC75	14856.00	540.71	148.01	1.14	2.27
BC76	15148.00	551.28	150.90	1.14	2.27
BC77	15440.00	561.85	153.79	1.14	2.27
BC78	15732.00	572.42	156.68	1.14	2.27
BC79	16024.00	582.99	159.57	1.14	2.27
BC80	16316.00	593.56	162.46	1.14	2.27
BC81	16608.00	604.13	165.35	1.14	2.27
BC82	16900.00	614.70	168.24	1.14	2.27
BC83	17192.00	625.27	171.13	1.14	2.27
BC84	17484.00	635.84	174.02	1.14	2.27
BC85	17776.00	646.41	176.91	1.14	2.27
BC86	18068.00	656.98	179.80	1.14	2.27
BC87	18360.00	667.55	182.69	1.14	2.27
BC88	18652.00	678.12	185.58	1.14	2.27
BC89	18944.00	688.69	188.47	1.14	2.27
BC90	19236.00	699.26	191.36	1.14	2.27
BC91	19528.00	709.83	194.25	1.14	2.27
BC92	19820.00	720.40	197.14	1.14	2.27
BC93	20112.00	730.97	200.03	1.14	2.27
BC94	20404.00	741.54	202.92	1.14	2.27
BC95	20696.00	752.11	205.81	1.14	2.27
BC96	20988.00	762.68	208.70	1.14	2.27
BC97	21280.00	773.25	211.59	1.14	2.27
BC98	21572.00	783.82	214.48	1.14	2.27
BC99	21864.00	794.39	217.37	1.14	2.27
BC100	22156.00	804.96	220.26	1.14	2.27



FOUND ANOMALY (AS NOTED)  
 FOUND ANOMALY AT 1/4" SCALE  
 FOUND ANOMALY AT 1/4" SCALE  
 FOUND ANOMALY AT 1/4" SCALE

NO. 2 REAR DRIVE  
 10' BELOW GRADE  
 PRIVATE ACCESS  
 (SEE PAGE 5 FOR DETAILS)

NO. 3 REAR DRIVE  
 10' BELOW GRADE  
 PRIVATE ACCESS  
 (SEE PAGE 5 FOR DETAILS)

NO. 4 REAR DRIVE  
 10' BELOW GRADE  
 PRIVATE ACCESS  
 (SEE PAGE 5 FOR DETAILS)

NO. 5 REAR DRIVE  
 10' BELOW GRADE  
 PRIVATE ACCESS  
 (SEE PAGE 5 FOR DETAILS)

NO. 6 REAR DRIVE  
 10' BELOW GRADE  
 PRIVATE ACCESS  
 (SEE PAGE 5 FOR DETAILS)

NO. 7 REAR DRIVE  
 10' BELOW GRADE  
 PRIVATE ACCESS  
 (SEE PAGE 5 FOR DETAILS)

NO. 8 REAR DRIVE  
 10' BELOW GRADE  
 PRIVATE ACCESS  
 (SEE PAGE 5 FOR DETAILS)

No.	Description	By	Date
1	Adjusted tract layout	SCC	3/9/2021
2	Addressed client comments	SCC	6/14/2021

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. No warranty is contained herein other than that stated in any action based upon any defect in this survey.

Project 201566  
 Checked By: SLM  
 Date: 2/23/2021  
 Sheet 3 of 3

MEADOWBROOK PARK PUD  
 A PORTION OF THE SE1/4 OF SECTION 8,  
 TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH P.M.,  
 EL PASO COUNTY, COLORADO  
 Drawn By: SCC  
 Date: 2/23/2021

177 S. Tenny Dr. Unit 1 • P.O. Box 1007 • Fort Collins, CO 80504  
 Phone: 970.226.1270  
 www.clark-inc.com



