

NORTHBAY AT LAKE WOODMOOR FINAL PLAT

A REPLAT OF A PORTION OF THE COVE AT WOODMOOR TOGETHER WITH A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4)
OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDAN, EL PASO COUNTY, COLORADO

BE IT KNOWN BY THESE PRESENTS:

THAT LAKE WOODMOOR HOLDINGS, LLC A COLORADO LIMITED LIABILITY COMPANY BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LEGAL DESCRIPTION:

PARCEL E (E1 & E2):

THOSE PORTIONS OF THE COVE AT WOODMOOR RECORDED JUNE 20, 1972 IN PLAT BOOK 1/2 AT PAGE 59 AND OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY COLORADO, DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE FOLLOWING DESCRIBED PROPERTY, MONUMENTED AT ITS NORTHERLY END WITH A REBAR & CAP, PLS 2682 AND AT ITS SOUTH END WITH A #4 REBAR, SAID LINE BEARS SOUTH 04 DEGREES 31 MINUTES 13 SECONDS EAST.

BEGINNING AT THE NORTHWEST CORNER OF LAKE WOODMOOR RECORDED NOVEMBER 22, 1968 IN PLAT BOOK K2 AT PAGE 83;
THENCE SOUTH 04 DEGREES 31 MINUTES 13 SECONDS EAST ALONG THE WESTERLY LINE OF SAID SUBDIVISION 805.55 FEET TO AN ANGLE POINT IN SAID LINE;

THENCE SOUTH 76 DEGREES 52 MINUTES 00 SECONDS WEST CONTINUING ALONG SAID LINE 270.50 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF THE PARCEL DESCRIBED IN WARRANTY DEED RECORDED JUNE 26, 2001 AT RECEPTION NO. 201088802;

THENCE NORTH 33 DEGREES 16 MINUTES 26 SECONDS EAST ALONG SAID EASTERLY LINE 198.00 FEET TO THE SOUTHEAST CORNER OF SAID COVE AT WOODMOOR;

THENCE SOUTH 78 DEGREES 28 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID COVE AT WOODMOOR AND ALONG THE NORTHERLY LINE OF SAID PARCEL DESCRIBED IN WARRANTY DEED RECORDED JUNE 26, 2001 AT RECEPTION NO. 201088802 A DISTANCE OF 381.79 FEET TO THE SOUTHEAST CORNER OF THE COVE AT WOODMOOR CONDOMINIUMS RECORDED DECEMBER 19, 1974 IN PLAT BOOK 1 AT PAGE 79 (THE FOLLOWING FOUR COURSES ARE ALONG THE EASTERLY LINE OF SAID COVE AT WOODMOOR CONDOMINIUMS);

1) NORTH 09 DEGREES 11 MINUTES 13 SECONDS WEST, 201.02 FEET;

2) NORTH 00 DEGREES 23 MINUTES 42 SECONDS EAST, 50.00 FEET;

3) NORTH 89 DEGREES 36 MINUTES 18 SECONDS WEST, 8.32 FEET;

4) NORTH 07 DEGREES 40 MINUTES 16 SECONDS WEST, 133.33 FEET TO THE SOUTHERLY LINE OF DEER CREEK ROAD, THE SAME BEING THE NORTHERLY LINE OF SAID THE COVE AT WOODMOOR;

THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE, ALONG A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 29 DEGREES 10 MINUTES 40 SECONDS, A RADIUS OF 742.00 FEET, FOR AN ARC LENGTH OF 377.86 FEET (THE CENTER OF SAID CURVE BEARS NORTH 23 DEGREES 04 MINUTES 14 SECONDS WEST) TO A POINT OF REVERSE CURVE;

THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 35 DEGREES 08 MINUTES 38 SECONDS, A RADIUS OF 508.69 FEET, FOR AN ARC LENGTH OF 285.38 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7.229 ACRES OF LAND, MORE OR LESS.

OWNERS CERTIFICATE:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED, AND PLATTED SAID LANDS INTO TRACTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF "NORTHBAY AT LAKE WOODMOOR". 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 AND 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.

THE AFOREMENTIONED, LAKE WOODMOOR HOLDINGS, LLC A COLORADO LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2016, A.D.

BY: _____, AS
LAKE WOODMOOR HOLDINGS, LLC

NOTARIAL:

STATE OF COLORADO)
) SS
COUNTY OF EL PASO

THE ABOVE AND FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF _____, 2016, A.D., BY _____

AS: _____, OF LAKE WOODMOOR HOLDINGS, LLC.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

ACCEPTANCE CERTIFICATE FOR TRACTS:

BY: _____, AS

STATE OF COLORADO)
) SS
COUNTY OF EL PASO

THE ABOVE AND FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

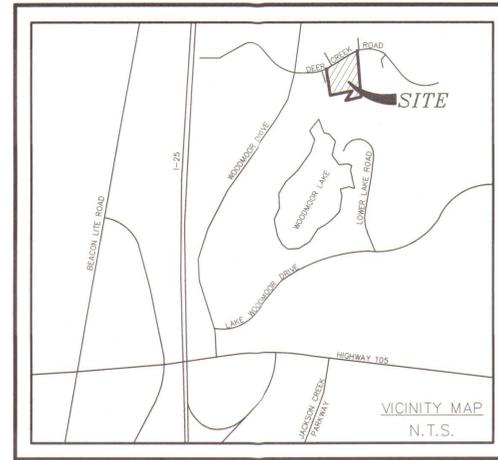
DAY OF _____, 2016, A.D., BY _____

AS: _____, OF _____

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____



PLAT NOTES:

1. ALL BEARINGS USED HEREIN ARE BASED UPON AN ASSUMED BEARING OF S04°31'13"E, A DISTANCE OF 805.55 FEET (805.59 FEET DEED) BETWEEN THE NORTHEASTERLY CORNER OF PARCEL E, AS DESCRIBED IN THE SPECIAL WARRANTY DEED, AS RECORDED UNDER RECEPTION NO. 213017866 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "PLS 2682" AND THE SOUTHEASTERLY CORNER OF SAID PARCEL E, AS MONUMENTED BY A #4 REBAR.

2. ALL DISTANCES SHOWN BETWEEN EXISTING MONUMENTS REFLECT ACTUAL DIMENSIONS AS MEASURED. IF THE ACTUAL DIMENSION DIFFERS FROM THE DEEDED OR PLATTED DIMENSION, THE DEEDED OR PLATTED BEARING AND DISTANCE IS DENOTED WITH A "D" OR "P", RESPECTIVELY. THE SOURCE OF SAID DEEDED DIMENSIONS ARE THE TITLE COMMITMENT LEGAL DESCRIPTION AND ADJOINING DEEDS. THE SOURCE OF SAID PLATTED DIMENSIONS ARE THE ADJOINING RECORDED SUBDIVISION PLATS.

3. ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER, CURRENTLY LICENSED IN THE STATE OF COLORADO.

4. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED IN ASSOCIATION WITH THE PRELIMINARY PLAN OR FINAL PLAT FOR THIS SUBDIVISION AND ARE VON FILE AT THE COUNTY DEVELOPMENT SERVICES DEPARTMENT: DRAINAGE REPORT; WATER RESOURCES REPORT; WASTEWATER DISPOSAL REPORT; GEOLOGY AND SOILS REPORT.

5. ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGH THEIR PROPERTY. PUBLIC DRAINAGE EASEMENTS AS SPECIFICALLY NOTED ON THE PLAT SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS UNLESS OTHERWISE INDICATED. STRUCTURES, FENCES, MATERIALS OR LANDSCAPING THAT COULD IMPEDE THE FLOW OF RUNOFF SHALL NOT BE PLACED IN DRAINAGE EASEMENTS.

6. EASEMENTS ARE HEREBY PLATTED IN THE LOCATIONS AS SHOWN ON SHEET 3 OF THIS PLAT. THE SOLE RESPONSIBILITY FOR THE SURFACE MAINTENANCE OF EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNERS UNLESS OTHERWISE NOTED.

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

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

9. NO DRIVEWAY SHALL BE ESTABLISHED UNLESS AN ACCESS PERMIT HAS BEEN GRANTED BY EL PASO COUNTY.

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

11. 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 COMPLETED AND PRELIMINARILY ACCEPTED IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE APPLICANT/OWNER AND EL PASO COUNTY AS RECORDED UNDER RECEPTION NUMBER _____ 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 COUNTY 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 DEVELOPMENT SERVICES 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 IMPROVEMENTS 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.

12. THE SUBDIVIDER(S) 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. 12-382), OR ANY AMENDMENTS THERETO, AT OR PRIOR TO THE TIME OF BUILDING PERMIT SUBMITTALS. THE FEE OBLIGATION, IF NOT PAID AT FINAL PLAT RECORDING, SHALL BE DOCUMENTED ON ALL SALES DOCUMENTS AND ON PLAT NOTES TO ENSURE THAT A TITLE SEARCH WOULD FIND THE FEE OBLIGATION BEFORE SALE OF PROPERTY.

FLOOD PLAIN CERTIFICATION:

ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP PANEL 08041C0276 F (EFFECTIVE DATE OF MARCH 17, 1997) A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE AE, AN AREA DETERMINED TO BE WITHIN A 100-YEAR FLOOD. THE FLOODPLAIN IS SHOWN BY MAP MEASURE ONLY AND IS APPROXIMATE.

SURVEYOR'S STATEMENT:

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

I ATTEST THE ABOVE ON THE _____ DAY OF _____, 2016.

CORY L. SHARP
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 32803
FOR AND BEHALF OF M & S CIVIL CONSULTANTS, INC.
20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903

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. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

LIMITATION OF ACTIONS AGAINST LAND SURVEYORS:

ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES RESULTING FROM ANY ALLEGED NEGLIGENT OR DEFECTIVE LAND SURVEY SHALL BE BROUGHT WITHIN THREE YEARS AFTER THE PERSON BRINGING THE ACTION DISCOVERS OR IN THE EXERCISE OF REASONABLE DILIGENCE AND CONCERN SHOULD HAVE DISCOVERED THE NEGLIGENCE OR DEFECT WHICH GAVE RISE TO SUCH ACTION, AND NOT THEREAFTER, BUT IN NO CASE SHALL SUCH ACTION BE BROUGHT MORE THAN TEN YEARS AFTER COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

BOARD OF COUNTY COMMISSIONERS CERTIFICATE:

THIS PLAT FOR "NORTHBAY AT LAKE WOODMOOR" WAS APPROVED FOR FILING BY THE EL PASO COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS ON THIS _____ DAY OF _____, 2016. SUBJECT TO ANY NOTES SPECIFIED HEREON AND ANY CONDITIONS INCLUDED IN THE RESOLUTION OF APPROVAL. THE DEDICATIONS OF LAND TO THE PUBLIC (STREETS AND EASEMENTS) ARE ACCEPTED, BUT PUBLIC IMPROVEMENTS THEREON WILL NOT BECOME 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 _____

EL PASO COUNTY DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT _____

DATE _____

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 _____, 2016, A.D.,

AND DULY RECORDED UNDER RECEPTION NO. _____ OF THE

RECORDS OF EL PASO COUNTY, COLORADO.

SEE: _____

CHUCK BROGEMAN, RECORDER

SURCHARGE: _____

BY: _____

DEPUTY

SUMMARY:

5 TRACTS	5.361 ACRES	74.16%
29 LOTS	1.868 ACRES	25.84%
TOTAL	7.229 ACRES	100.00%

FEES:

DRAINAGE FEE: _____

BRIDGE FEE: _____

SCHOOL FEE: _____

PARK FEE: _____

RECEIVED
MASON
DEC 6 2016



20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

FINAL PLAT
NORTHBAY AT LAKE WOODMOOR
JOB NO. 70013
DATE PREPARED: 11/18/16
DATE REVISED:

FILE NUMBER

SHEET 1 OF 4

NORTHBAY AT LAKE WOODMOOR FINAL PLAT

A REPLAT OF A PORTION OF THE COVE AT WOODMOOR TOGETHER WITH A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4)
OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDAN, EL PASO COUNTY, COLORADO

PLAT NOTES CONTINUED:

13. TRACT A IS FOR PUBLIC UTILITIES, PUBLIC IMPROVEMENTS, PUBLIC ACCESS AND DRAINAGE PURPOSES AND WILL BE OWNED AND MAINTAINED BY _____
TRACT B IS FOR PUBLIC UTILITIES, PUBLIC IMPROVEMENTS, PUBLIC ACCESS AND DRAINAGE PURPOSES AND WILL BE OWNED AND MAINTAINED BY _____
TRACT C IS FOR PUBLIC UTILITIES, PUBLIC IMPROVEMENTS, PUBLIC ACCESS AND DRAINAGE PURPOSES AND WILL BE OWNED AND MAINTAINED BY _____
TRACT D IS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES AND WILL BE OWNED AND MAINTAINED BY _____
TRACT E IS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES AND WILL BE OWNED AND MAINTAINED BY _____
14. THE APPROVAL OF THIS REPLAT VALATES ALL PRIOR PLATS FOR THE AREA DESCRIBED BY THIS REPLAT.
15. THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY M&S CIVIL CONSULTANTS, INC. FOR EITHER OWNERSHIP OR EASEMENTS OF RECORD. M&S CIVIL CONSULTANTS INC. RELIED ON A ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY LAND TITLE GUARANTEE COMPANY AS PROVIDED TO M&S CIVIL CONSULTANTS, INC. BY THE CLIENT. FOR ALL MATTERS OF RECORD, THE PARCEL IS AS DEFINED IN ORDER NO. 5055053182-5 (EFFECTIVE DATE: 10-17-2016 AT 5:00 P.M.) NO OTHER EASEMENTS OF RECORD ARE SHOWN EXCEPT AS FOUND THEREIN. THE NUMBERS USED BELOW CORRESPOND WITH SCHEDULE B - SECTION 2 EXCEPTIONS OF SAID TITLE COMMITMENT.
 1. - 6. M&S CIVIL CONSULTANTS INC. DID NOT ADDRESS THESE ITEMS.
7. THE PROPERTY IS SUBJECT TO (a) UNPATENTED MINING CLAIMS; (b) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (c) WATER RIGHTS, CLAIMS OR TITLE TO WATER.
8. THE PROPERTY IS SUBJECT TO RESERVATIONS CONTAINED IN PATENT OF THE UNITED STATES OF AMERICA RECORDED FEBRUARY 10, 1883 IN BOOK 43 AT PAGE 137.
9. THE PROPERTY IS SUBJECT TO RIGHT OF WAY EASEMENT AS GRANTED TO THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED APRIL 10, 1951, IN BOOK 1290 AT PAGE 233. SAID EASEMENT WAS TRANSFERRED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN DEED RECORDED APRIL 26, 1952 IN BOOK 1337 AT PAGE 155.
10. THE PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN INSTRUMENT RECORDED JUNE 28, 1963 IN BOOK 1963 AT PAGE 796 AND APRIL 10, 1964 IN BOOK 2006 AT PAGE 457.
11. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF PERMANENT EASEMENT BY THE WOODMOOR CORPORATION TO THE WOODMOOR WATER AND SANITATION DISTRICT NO. 1 RECORDED NOVEMBER 12, 1969 IN BOOK 2318 AT PAGE 624.
12. THE PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN INSTRUMENT RECORDED JULY 12, 1971 IN BOOK 2421 AT PAGE 212. CERTIFICATES IN CONJUNCTION THEREWITH RECORDED MAY 4, 1972 IN BOOK 2486 AT PAGE 679 AND JUNE 16, 1972 IN BOOK 2499 AT PAGE 968.
13. THE PROPERTY IS SUBJECT TO EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF THE COVE AT WOODMOOR RECORDED JUNE 20, 1972 UNDER RECEPTION NO. 894467 IN PLAT BOOK V2 AT PAGE 59.

PLAT NOTES CONTINUED:

14. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT GRANTED TO THE WOODMOOR WATER AND SANITATION DISTRICT #1 RECORDED JULY 5, 1972 IN BOOK 2502 AT PAGE 914.
15. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT GRANTED TO THE WOODMOOR WATER AND SANITATION DISTRICT #1 RECORDED JULY 28, 1972 IN BOOK 2509 AT PAGE 820.
16. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT GRANTED TO THE WOODMOOR WATER AND SANITATION DISTRICT #1 RECORDED NOVEMBER 29, 1972 IN BOOK 2542 AT PAGE 781.
17. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AS SET FORTH IN BY LAWS OF THE COVE CONDOMINIUM ASSOCIATION RECORDED DECEMBER 19, 1974 IN BOOK 2723 AT PAGE 956.
18. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT GRANTED BY GREAT FALLS PROPERTIES, INC. RECORDED SEPTEMBER 7, 1976 IN BOOK 2857 AT PAGE 268.
19. THE PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 07, 1976, IN BOOK 2857 AT PAGE 271.
20. THE PROPERTY IS SUBJECT TO THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY WITHIN THE TRI-LAKES FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 18, 1977 IN BOOK 2941 AT PAGE 577. SAID DISTRICT IS NOW KNOWN AS THE TRI-LAKES MONUMENT FIRE PROTECTION DISTRICT AS EVIDENCED BY THE INSTRUMENTS RECORDED JUNE 14, 2011 UNDER RECEPTION NO. 211057746 AND JULY 1, 2011 UNDER RECEPTION NO. 211064088.
21. THE PROPERTY IS SUBJECT TO THE EFFECT OF RESOLUTION NO. 79-349, LAND USE 169 CONTAINED IN INSTRUMENT RECORDED DECEMBER 13, 1979 IN BOOK 3261 AT PAGE 816.
22. THE PROPERTY IS SUBJECT TO TERMS , CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AS SET FORTH IN THE EASEMENT DEED FROM JAY R. LEVY IRREVOCABLE EXEMPTION EQUIVALENT TRUST DATED JULY 7, 1988 TO KAB-PANKEY, LIMITED LIABILITY COMPANY RECORDED JUNE 09, 1994 IN BOOK 6465 AT PAGE 52.
23. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AS SET FORTH IN THE EASEMENT DEED FROM JACK G. SHAFFER, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF DAN KUBBY, DECEASED TO KAB-PANKEY, LIMITED LIABILITY COMPANY RECORDED JUNE 09, 1994 IN BOOK 6465 AT PAGE 60.
24. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, DUTIES AND OBLIGATIONS CONTAINED IN THAT EASEMENT DEED FROM EDWIN EARL HOWSAM, AS TRUSTEE UNDER AGREEMENT WITH EDWIN EARL HOWSAM AS TRUSTOR DATED MARCH 30, 1993 TO KAB-PANKEY, LIMITED LIABILITY COMPANY RECORDED JUNE 9, 1994 IN BOOK 6465 AT PAGE 68.
25. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, DUTIES AND OBLIGATIONS CONTAINED IN THAT EASEMENT DEED FROM RICHARD J. BEEBE, AS TRUSTEE OF THE TRUST AGREEMENT CREATED ON JANUARY 4, 1982 TO KAB-PANKEY, LIMITED LIABILITY COMPANY RECORDED JUNE 9, 1994 IN BOOK 6465 AT PAGE 77.
26. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, DUTIES AND OBLIGATIONS CONTAINED IN THAT EASEMENT DEED FROM EDWIN L. CANTER TO KAB-PANKEY, LIMITED LIABILITY COMPANY RECORDED JUNE 9, 1994 IN BOOK 6465 AT PAGE 84.

PLAT NOTES CONTINUED:

27. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, DUTIES AND OBLIGATIONS CONTAINED IN THAT EASEMENT DEED FROM ROBERT L. HOWSAM, JR. TO KAB-PANKEY, LIMITED LIABILITY COMPANY RECORDED JUNE 9, 1994 IN BOOK 6465 AT PAGE 91.
28. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY AS GRANTED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 IN INSTRUMENT RECORDED OCTOBER 31, 1995, IN BOOK 6755 AT PAGE 949. RESOLUTION NO. 95-333, LAND USE-124 IN CONJUNCTION THEREWITH RECORDED OCTOBER 27, 1995 IN BOOK 6753 AT PAGE 408.
29. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY AS GRANTED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 IN INSTRUMENT RECORDED OCTOBER 31, 1995, IN BOOK 6755 AT PAGE 953 AND OCTOBER 11, 1996 UNDER RECEPTION NO. 96131089.
30. THE PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 16, 1999, UNDER RECEPTION NO. 99146134. RATIFICATION IN CONJUNCTION THEREWITH RECORDED DECEMBER 23, 2008 UNDER RECEPTION NOS. 208134846 AND 208134847.
31. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY AS GRANTED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 RECORDED OCTOBER 11, 1996, UNDER RECEPTION NO. 96131090.
32. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, DUTIES AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 98-399 RECORDED OCTOBER 20, 1999, UNDER RECEPTION NO. 99163142 AND RESOLUTION NO. 02-394 RECORDED NOVEMBER 7, 2002 AT RECEPTION NO. 202195447 AND RECORDED JANUARY 23, 2003 AT RECEPTION NO. 203015803.
33. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN FLOOD LINE EASEMENT AGREEMENT FROM KAB-PANKEY LIMITED LIABILITY COMPANY TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 RECORDED JUNE 26, 2001 AT RECEPTION NO. 201088807. PURPORTED FIRST AMENDMENT THERETO RECORDED JULY 28, 2009 UNDER RECEPTION NO. 209087237.
34. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, DUTIES AND OBLIGATIONS CONTAINED IN THE LAKE WOODMOOR EXCHANGE AGREEMENT AS SHOWN BY MEMORANDUM OF AGREEMENT RECORDED JUNE 26, 2001 AT RECEPTION NO. 201088810. WATER ALLOCATION NOTICES IN CONJUNCTION THEREWITH RECORDED DECEMBER 5, 2006 UNDER RECEPTION NO. 206176423, DECEMBER 8, 2006 UNDER RECEPTION NO. 206178645 AND FEBRUARY 8, 2013 UNDER RECEPTION NO. 213017915.
35. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT GRANTED TO THE WOODMOOR WATER AND SANITATION DISTRICT NO. 1 RECORDED APRIL 28, 2008 UNDER RECEPTION NO. 208047707.
36. THE PROPERTY IS SUBJECT TO THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE WOODMOOR WATER AND SANITATION DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 31, 2014 UNDER RECEPTION NO. 214120304.

FINAL PLAT
NORTHBAY AT LAKE WOODMOOR
JOB NO. 70013
DATE PREPARED: 11/18/16
DATE REVISED:

FILE NUMBER

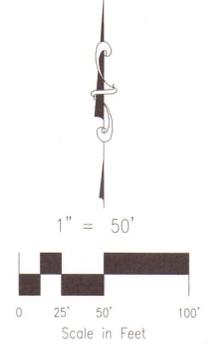
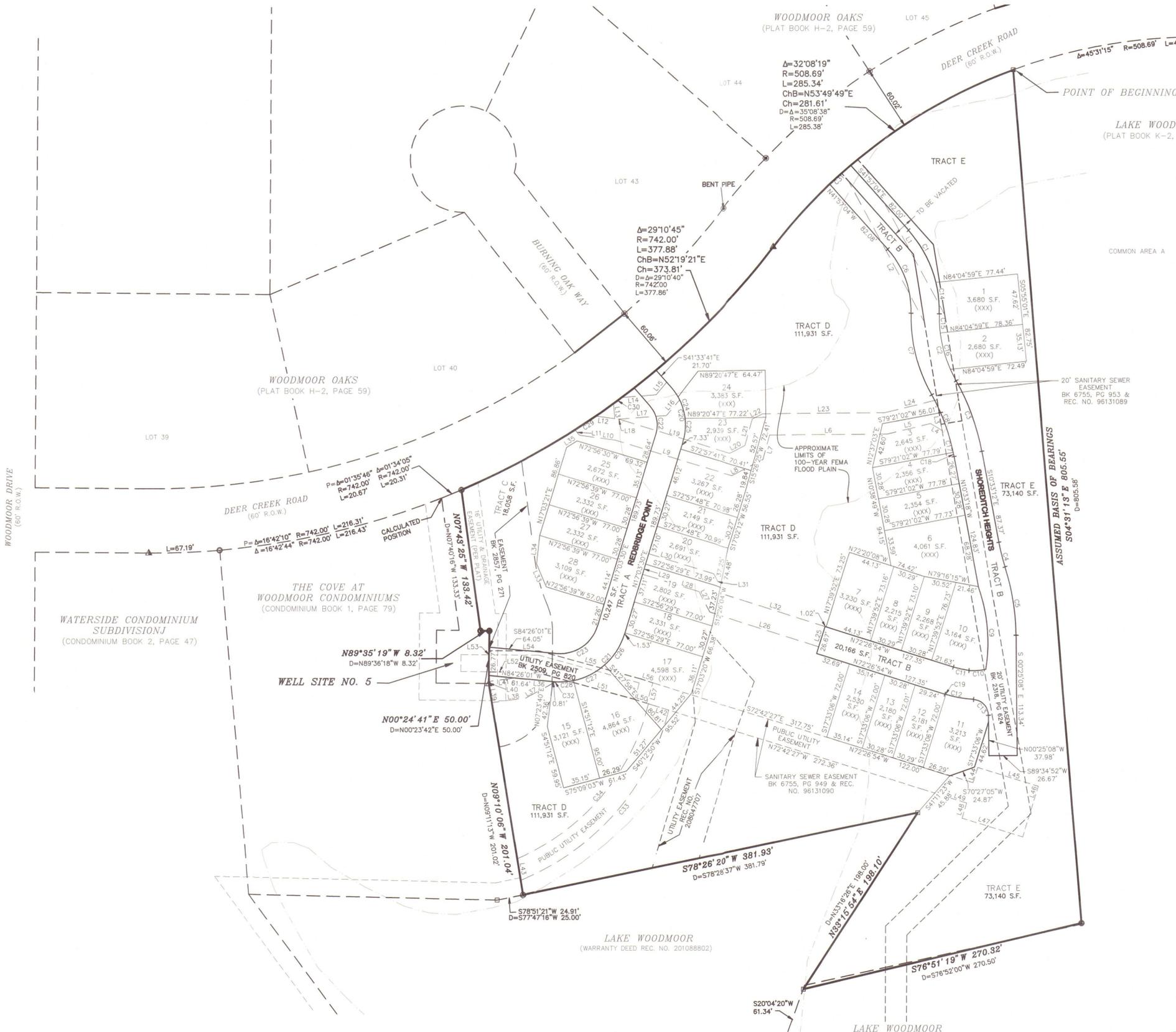


20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

SHEET 2 OF 4

NORTHBAY AT LAKE WOODMOOR FINAL PLAT

A REPLAT OF A PORTION OF THE COVE AT WOODMOOR TOGETHER WITH A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO



- LEGEND:**
- SET PK NAIL AND 1-1/2" WASHER STAMPED "RAMPART PLS 26965"
 - FOUND 7/8" O.D. IRON PIPE
 - ▲ FOUND REBAR WITH ORANGE CAP STAMPED "CLSI 32439"
 - FOUND 1-1/2" WASHER STAMPED "CLSI 32439"
 - FOUND REBAR (NO CAP)
 - FOUND REBAR AND YELLOW CAP STAMPED "WKC & ASSC PLS 4842"
 - FOUND REBAR AND YELLOW CAP STAMPED "2662"
 - S.F. SQUARE FEET
 - (1234) ADDRESS

EASEMENT-LINE TABLE

LINE	LENGTH	BEARING
L1	156.45	S28°30'20"E
L2	150.70	S28°30'20"E
L3	29.09	N09°19'49"W
L4	12.74	S58°32'37"E
L5	42.39	N76°27'23"E
L6	110.99	N89°04'28"E
L7	24.21	N15°14'48"E
L8	33.29	N62°02'19"E
L9	116.06	S72°57'41"E
L10	34.55	S82°13'35"E
L11	6.48	S37°13'35"E
L12	18.05	N82°13'35"W
L13	14.27	S04°27'42"E
L14	32.66	S80°32'18"W
L15	15.53	S40°32'18"W
L16	19.18	N40°32'18"E
L17	45.68	N85°52'18"E
L18	1.64	N82°13'35"W
L19	109.39	N72°57'41"W
L20	18.36	S52°02'19"W
L21	25.84	S15°14'48"W
L22	11.02	S64°14'46"W
L23	115.23	S89°41'28"W
L24	51.22	S76°27'23"W
L25	20.00	N17°33'06"E
L26	108.90	S72°26'54"E
L27	21.49	S27°26'54"E

EASEMENT-CURVE TABLE

CURVE	LENGTH	RADIUS
C29	23.43	742.00
C30	9.50	742.00
C32	1.78	63.33
C33	220.82	233.15
C34	198.56	213.15

EASEMENT-CURVE TABLE

CURVE	LENGTH	RADIUS
C29	23.43	742.00
C30	9.50	742.00
C32	1.78	63.33
C33	220.82	233.15
C34	198.56	213.15

ROW-CURVE TABLE

CURVE	LENGTH	RADIUS
C1	85.87	113.33
C2	65.98	121.67
C3	70.96	213.33
C4	23.90	186.67
C5	65.05	213.33
C6	65.66	86.67
C7	80.44	148.33
C8	62.09	186.67
C9	78.89	158.49
C10	16.10	53.66
C11	15.16	86.67
C12	27.67	113.33
C13	22.52	15.00
C20	54.57	53.33
C21	86.78	63.33
C22	27.28	26.67
C23	50.24	36.67
C31	26.67	508.69

LOT-CURVE TABLE

CURVE	LENGTH	RADIUS
C14	29.67	113.33
C15	18.08	122.27
C16	35.74	123.33
C17	39.52	185.90
C18	4.01	185.90
C19	1.05	113.33
C24	21.23	53.33
C25	22.40	53.33
C26	34.79	63.35
C27	33.17	63.35
C28	18.82	63.33
C29	23.43	742.00
C30	9.50	742.00

LOT-LINE TABLE

LINE	LENGTH	BEARING
L33	23.33	N22°56'46"W
L34	26.76	N06°17'18"E
L35	11.69	N58°08'36"E

"AS REPLATTED"

FINAL PLAT
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FILE NUMBER

File: G:\70013A\Northbay Lake Woodmoor.dwg (Survey)\Plan\70013.FPD.dwg Plotstamp: 12/1/2016 9:46 AM