

Chuck Broerman  
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El Paso County, CO  
  
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## SUBDIVISION/CONDOMINIUM PLAT

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Reception Number	Date	Time
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Reception Fee	Number of Pages	File Number
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Retreat at Timberridge Filing No 2  
Name of Plat

Timberridge Development Group LLC  
Owner's Name

Subdivision

Condominium

**Kate Connelly**

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El Paso County, CO



222120557

**From:** Kate Connelly  
**Sent:** Friday, September 16, 2022 11:31 AM  
**To:** Kate Connelly  
**Subject:** RE: Retreat at Timberridge Filing No. 2

**From:** Brent Johnson <[brent@pprbd.org](mailto:brent@pprbd.org)>  
**Sent:** Wednesday, June 22, 2022 3:44 PM  
**To:** Douglas Reinelt <[DReinelt@classicconsulting.net](mailto:DReinelt@classicconsulting.net)>; Keith Curtis <[keith@pprbd.org](mailto:keith@pprbd.org)>  
**Cc:** Kari Parsons <[KariParsons@elpasoco.com](mailto:KariParsons@elpasoco.com)>; Loren Moreland <[lmoreland@classichomes.com](mailto:lmoreland@classichomes.com)>  
**Subject:** RE: Retreat at Timberridge Filing No. 2

Hello Doug,

Attached is a stamped copy of the final plat for Retreat at Timberridge Filing No. 2. The Enumerations fee due is: 90 lots + 1 tract X \$10 per lot/tract = \$910. I assume you will be sending a check to our office?

**Brent Johnson**  
Enumerations Plans Examiner  
Pikes Peak Regional Building Department  
O: 719-327-2888 E: [brent@pprbd.org](mailto:brent@pprbd.org) W: [pprbd.org](http://pprbd.org)



**From:** Douglas Reinelt <[DReinelt@classicconsulting.net](mailto:DReinelt@classicconsulting.net)>  
**Sent:** Wednesday, June 22, 2022 8:10 AM  
**To:** Brent Johnson <[brent@pprbd.org](mailto:brent@pprbd.org)>; Keith Curtis <[keith@pprbd.org](mailto:keith@pprbd.org)>  
**Cc:** Kari Parsons <[KariParsons@elpasoco.com](mailto:KariParsons@elpasoco.com)>; Loren Moreland <[lmoreland@classichomes.com](mailto:lmoreland@classichomes.com)>  
**Subject:** Retreat at Timberridge Filing No. 2

Brent and Keith,  
We are looking for your approvals as we close in recording this plat.

Douglas P. Reinelt, P.L.S.  
Survey Manager  
Classic Consulting Engineers and Surveyors  
Direct 719-785-2801  
Mobile 719-492-1222

SF-21-21

**SUBDIVISION IMPROVEMENTS AGREEMENT**

THIS AGREEMENT, made between TimberRidge Development Group, LLC., a Colorado Limited Liability Company, hereinafter called the "Subdivider," and El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, hereinafter called the "County," shall become effective the date of approval of the Final Plat by the Board of County Commissioners.

WITNESSETH:

WHEREAS, The Subdivider, as a condition of approval of the final plat for the Retreat at TimberRidge Filing No. 2 ("Subdivision") wishes to enter into a Subdivision Improvements Agreement, as provided for by Section 30-28-137 (C.R.S.), Chapter 5 of the El Paso County Engineering Criteria Manual and Chapter 8 of the El Paso County Land Development Code incorporated herein; and

WHEREAS, pursuant to the same authority, the Subdivider is obligated to provide security or collateral sufficient in the judgment of the Board of County Commissioners to make reasonable provision for completion of certain public improvements set forth on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Subdivider wishes to provide collateral to guarantee performance of this Agreement including construction of the above-referenced improvements by means of a subdivision bond.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Subdivider and the County agree as follows:

1. The Subdivider agrees to construct and install, at his sole expense, all of those improvements as set forth on Exhibit A, attached hereto. To secure and guarantee performance of its obligations as set forth herein, the Subdivider agrees to provide collateral to remain in effect at all times until the improvements are completed and accepted in accordance with Chapter 5 of the ECM. Security and collateral guaranteeing construction of the public and common improvements set forth in Exhibit A shall be posted in the form of a subdivision bond issued by Philadelphia Indemnity Insurance Company in the amount of \$ ~~4,425,843.00~~ 4,425,843.<sup>00</sup>
2. Subdivider is responsible for providing any renewals of collateral to ensure that there is never a lapse in security coverage. Subdivider shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral then in effect. Failure to procure renewal/extension/replacement collateral within this time limit shall be a default under this Agreement and shall allow the County to execute on the collateral. In addition, if Subdivider allows collateral to lapse at any time, no lots in the Subdivision may be sold, conveyed or transferred, whether by Deed or Contract, after the expiration date of such collateral until the improvements identified on Exhibit A have been completed and final acceptance is received from the County. If replacement collateral is used for renewal, approval by Board of County Commissioners is required.
3. No lots in the Subdivision shall be sold, conveyed or transferred, whether by Deed or by Contract, nor shall building permits be issued until and unless the required improvements for the Subdivision have been constructed and completed in accordance with the approved construction plans and preliminary acceptance is received from the County. In the alternative, lots within the Subdivision may be sold, conveyed or transferred and/or have building permits issued upon receipt of collateral acceptable to the County, pursuant to this Agreement, which is sufficient to guarantee construction of the improvements, identified by phase if applicable, in the attached Exhibit A.

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El Paso County, CO



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SF. 21-21

**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) and **TIMBERRIDGE DEVELOPMENT GROUP, LLC** (Developer) and **THE RETREAT METROPOLITAN DISTRICT NO. 1** (Metro District), a quasi-municipal corporation and political subdivision of the State of Colorado. The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

- A. WHEREAS, the District provides various municipal services to certain real property in El Paso County, Colorado referred to as **THE RETREAT AT TIMBERRIDGE**; 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 **THE RETREAT AT TIMBERRIDGE FILING NO. 2**; 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 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

SF-21-21

**PRIVATE STORMWATER FACILITY AND WETLAND  
MAINTENANCE AGREEMENT AND EASEMENT**

This PRIVATE STORMWATER FACILITY 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 (County) and TIMBERRIDGE DEVELOPMENT GROUP, LLC (Developer) and THE RETREAT 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 Metro District provides various municipal services to certain real property in El Paso County, Colorado referred to as THE RETREAT AT TIMBERRIDGE; and

B. WHEREAS, Developer is the owner of certain real estate (the Subject Property) 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 Subject Property a Subdivision to be known as THE RETREAT AT TIMBERRIDGE FILING NO. 2 (the Development); and

D. WHEREAS, the development of the Subject Property will materially increase the volume and decrease the quality of stormwater runoff from the Property; therefore, it is in the best interest of the public health, safety and welfare for the County to condition approval of this Development on Developer's promise to construct adequate stormwater control facilities including permanent stormwater quality structural Best Management Practices ("BMPs") for the Development; and

E. WHEREAS, the El Paso County Land Development Code, as periodically amended, requires the construction and maintenance of detention ponds and other drainage facilities adequate to maintain historic stormwater flow patterns, protect natural and man-made drainage conveyances, and prevent property damage in connection with land development and subdivisions, and further requires that developers enter into maintenance agreements and easements with the County for such drainage facilities; and

F. WHEREAS, the El Paso County 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), 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 facilities and BMPs with new development or significant

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El Paso County, CO



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**PUBLIC RIGHT OF WAY LICENSE AGREEMENT  
RETREAT AT TIMBERRIDGE FILING NO. 2**

THIS PUBLIC RIGHT-OF-WAY LICENSE AGREEMENT (“Agreement”), is made this 13<sup>th</sup> day of September, 2022, between EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY COLORADO, whose street address is 200 South Cascade Avenue, Colorado Springs, CO 80903 (hereinafter “Licensor”), and RETREAT METROPOLITAN DISTRICT, a quasi-municipal entity and political subdivision of the State of Colorado, whose mailing address c/o Spencer Fane LLP, 1700 Lincoln Street, Suite 2000, Denver, CO 80203 (“Licensee”). The Licensor and the Licensee may be singularly referred to herein as the Party or collectively referred to herein as the Parties.

RECITALS

WHEREAS, Licensee plans to develop on the Property legally described in Exhibit A, attached hereto and incorporated herein by reference, a subdivision to be known as Retreat at TimberRidge Filing No. 2;

WHEREAS, the County will own certain rights-of-way to be known as Poco Road, Aspen Valley Road, Antelope Ravine Drive, Rabbit Tail Drive, Elk Antler Lane, and Bison Valley Trail within the Property;

WHEREAS, Licensee desires to use the Licensor's right-of-way for the following purposes: installation street lights and mailbox kiosk improvements and maintenance and repair of same within the Licensor's right-of-way (collectively, the “Improvements”);

WHEREAS, the Licensor, as a convenience to the Licensee, consents to allow the Licensee to use a portion of its right-of-way for the purposes of constructing, maintaining and repairing the Improvements; and

WHEREAS, Licensee is required to obtain all necessary permits and pay all fees prior to performing any work in the Licensor’s right-of-way.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.
2. Description and Use of the Licensor’s Premises: Licensor hereby grants to Licensee a License at those locations within the Licensor-owned rights-of-way to be known as Poco Road, Aspen Valley Road, Antelope Ravine Drive, Rabbit Tail Drive, Elk Antler Lane and Bison Valley Trail, generally illustrated in Exhibit A, attached hereto, which locations are