 Measurement 

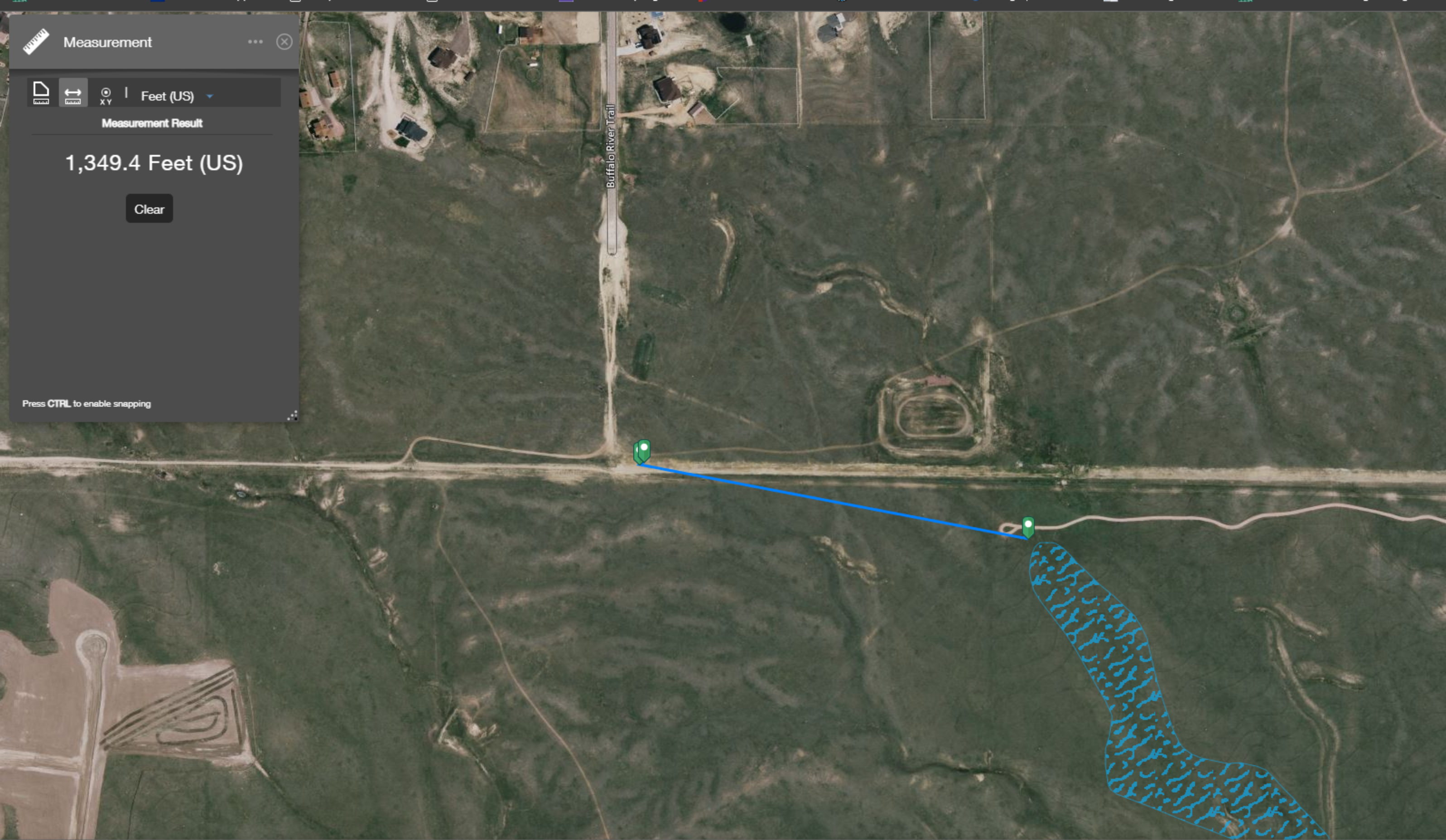
   | Feet (US) 

Measurement Result











1,349.4 Feet (US)

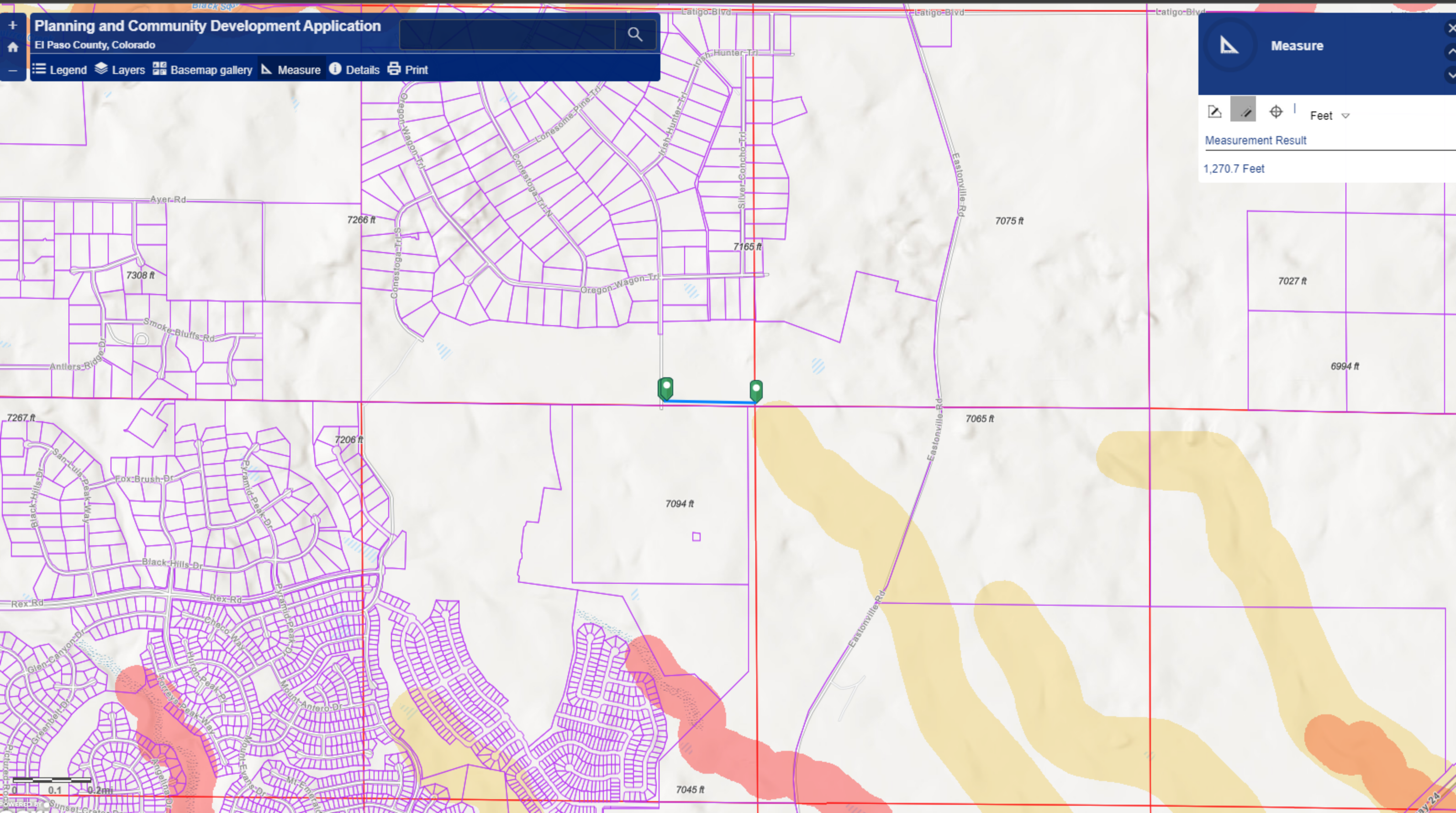
Clear

Press **CTRL** to enable snapping



Pikes Peak Regional Floodplain Map

  Search Address        



**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 BRJM, LLC (Developer) and Latigo Creek 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 The Trails Filings No. 9, 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 Trails Filings No. 9; 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

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 provide for operating, cleaning, maintaining and repairing such detention basin/BMP(s); and

J. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that is or will be platted as The Trails Filing No. 9 Lot 7 and The Trails Filing No. 12 Lots 17 and 18 as set forth on [Exhibit B](#) attached hereto; and

K. WHEREAS, Developer shall be charged with the duty of constructing the detention basin/BMP(s) and the Metro District shall be charged with the duties of operating, maintaining and repairing the detention basin/BMP(s) on the Property described in [Exhibit B](#); and

L. WHEREAS, it is the County’s experience that subdivision developers and property owners historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs, and that these detention basins/BMPs, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and

M. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers and property owners have failed in their responsibilities, and therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to so clean, maintain and repair the detention basin/BMP(s) serving this Subdivision due to the Developer’s or the Metro District’s failure to meet its obligations to do the same; and

N. WHEREAS, the County conditions approval of this Subdivision on the Developer’s promise to so construct the detention basin/BMP(s), and further conditions approval on the Metro District’s promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin/BMP(s) serving this Subdivision; and

O. WHEREAS, the County could condition subdivision approval on the Developer’s promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Developer’s and the Metro District’s promises contained herein; and

P. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer’s grant herein of a perpetual Easement over a portion of the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s); and

Q. WHEREAS, Pursuant to Colorado Constitution, Article XIV, Section 18(2) and Section 29-1-203, Colorado Revised Statutes, governmental entities may cooperate and contract with each other to provide any function, services, or facilities lawfully authorized to each.

Agreement

NOW, THEREFORE, in consideration of the mutual Promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.

2. Covenants Running with the Land: Developer and the Metro District agree that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit A attached hereto, and that this entire Agreement and the performance thereof shall be binding upon themselves, their respective successors and assigns.

JR Response: Revised.

3. Construction: Developer shall construct on that portion of the Property described in Exhibit B attached hereto and incorporated herein by this reference, one (1) detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the detention basin/BMP(s) in substantial compliance with the County-approved plans and specifications for the detention basin/BMP(s). Failure to meet these requirements shall be a material breach of this Agreement, and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin/BMP(s) shall be substantially completed within one (1) year (defined as 365 days), which one year period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder. Rough grading of the detention basin/BMP(s) must be completed and inspected by the El Paso County Planning and Community Development Department prior to commencing road construction.

two (2)

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project, and shall have the right to seek reimbursement from the Developer and its respective successors and assigns, for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the Provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

4. Maintenance: The Metro District agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), and otherwise keep the same in good repair, all at its own cost and expense. No trees or shrubs that will impair the

structural integrity of the detention basin/BMP(s) shall be planted or allowed to grow on the detention basin/BMP(s).

5. Creation of Easement: Developer hereby grants the County and the Metro District a non-exclusive perpetual easement upon and across that portion of the Property described in [Exhibit B](#). The purpose of the easement is to allow the County and the Metro District to access, inspect, clean, repair and maintain the detention basin/BMP(s); however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin/BMP(s) is not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer, the Metro District and their respective successors and assigns, that the detention basin/BMP(s) needs to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should the responsible parties fail to correct the specified problem(s), the County may enter upon the Property to so correct the specified problem(s). Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

7. Reimbursement of County's Costs / Covenant Running With the Land: The Developer and the Metro District agree and covenant, for themselves, their respective successors and assigns, that they will reimburse the County for its 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 Subdivision Approval: Developer's and the Metro District's execution of this Agreement is a condition of subdivision approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. Conveyance of Easements, as indicated on the final plat of the subdivision, from Developer to the Metro District (which will include a reservation of easement in favor of the County for purposes of accessing, inspecting, cleaning, maintaining, and repairing the detention basin/BMP(s)), and recording of the Deed for the same; and
- b. A copy of the Covenants of the Subdivision, if applicable, establishing that the Metro District is obligated to inspect, clean, maintain, and repair the detention basin/BMP(s).

The County shall have the right, in the sole exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this Paragraph, including but not limited to, any separate agreement or amendment, if applicable, identifying any specific maintenance responsibilities not addressed herein. The County's rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

9. Agreement Monitored by El Paso County Planning and Community Development Department and/or El Paso County Department of Public Works: Any and all actions and decisions to be made hereunder by the County shall be made by the Director of the El Paso County Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works. Accordingly, any and all documents, submissions, plan approvals, inspections, etc. shall be submitted to and shall be made by the Director of the Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works.

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer and the Metro District agree, for themselves, their respective successors and assigns, that they will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their respective intentional or negligent acts, errors or omissions or that of their agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the detention basin/BMP(s), and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law.

11. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.

12. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Developer, the Metro District, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

13. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMP(s) be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer and the Metro District shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer and the Metro District, but not the County, shall be

responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

14. Applicable Law and Venue: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in the El Paso County District Court.

15. Limitation on Developer's Obligation and Liability: The obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat as described in Paragraph Three (3) 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 Lot 21, 22, & 23 from Developer to the Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

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

BRJM, LLC

By: _____
Robert C. Irwin, Manager

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by [Insert name], [Insert title(President/Manager)], [Insert Developer's company name].

Witness my hand and official seal.

My commission expires: _____

Notary Public

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

Latigo Creek METROPOLITAN DISTRICT

By: _____
Greg Fulton, President

Attest:

By: _____
[Insert name], [Insert title]

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by Greg Fulton, President, Latigo Creek METROPOLITAN DISTRICT

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

The foregoing instrument was acknowledged before me this _____ day of _____,
2018, by _____, Executive Director of El Paso County Planning and Community
Development Department.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

Exhibit A

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM CAP STAMPED "LS 24964 2000" FLUSH WITH THE GROUND AND AT THE SOUTHWEST CORNER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 25955 1996" 0.35" BELOW GROUND, BEARING N89°25'55"W.

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON THE WEST LINE OF SAID SECTION 17, N00°03'36"W A DISTANCE OF 1,516.40 FEET, TO THE SOUTHWESTERLY CORNER OF LOT 41, THE TRAILS FILING NO. 2-B RECORDED UNDER RECEPTION NO. 203250448 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ON THE SOUTHERLY BOUNDARY LINE OF SAID THE TRAILS FILING NO. 2-B, THE FOLLOWING ELEVEN (11) COURSES:

1. S85°03'34"E A DISTANCE OF 422.02 FEET;
2. S04°58'20"W A DISTANCE OF 99.83 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 520.00 FEET, A CENTRAL ANGLE OF 62°25'00" AND AN ARC LENGTH OF 566.48 FEET, TO A POINT OF TANGENT;
4. S57°26'40"E A DISTANCE OF 165.00 FEET;
5. N32°33'20"E A DISTANCE OF 60.00 FEET;
6. N32°34'16"E A DISTANCE OF 399.86 FEET;
7. S67°22'54"E A DISTANCE OF 439.92 FEET;
8. N76°58'20"E A DISTANCE OF 280.00 FEET;
9. S85°01'40"E A DISTANCE OF 1150.00 FEET;
10. N88°28'20"E A DISTANCE OF 550.00 FEET;
11. N68°58'20"E A DISTANCE OF 150.00 FEET, TO THE SOUTHWESTERLY CORNER OF LOT 1, THE TRAILS FILING NO. 7-C RECORDED UNDER RECEPTION NO. 207712670;

THENCE ON THE SOUTHERLY LINE OF SAID LOT 1, N89°26'47"E A DISTANCE OF 411.36 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BUFFALO RIVER TRAIL AS SHOWN ON THE PLAT OF THE TRAILS FILING NO. 7 RECORDED UNDER RECEPTION NO. 205057689, SAID POINT BEING A POINT OF NON-TANGENT CURVE;

THENCE ON SAID RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N89°28'37"E, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 00°01'50" AND AN ARC LENGTH OF 1.08 FEET, TO A POINT OF TANGENT;
2. S00°33'13"E A DISTANCE OF 163.45 FEET;
3. N89°26'47"E A DISTANCE OF 60.00 FEET;

4. N00°33'13"W A DISTANCE OF 163.45 FEET, TO A POINT OF CURVE;
5. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,970.00 FEET, A CENTRAL ANGLE OF 00°29'41" AND AN ARC LENGTH OF 17.01 FEET, TO THE SOUTHWESTERLY CORNER OF LOT 2, THE TRAILS FILING NO. 7-A RECORDED UNDER RECEPTION NO. 207712671, SAID POINT BEING A POINT OF NON-TANGENT;

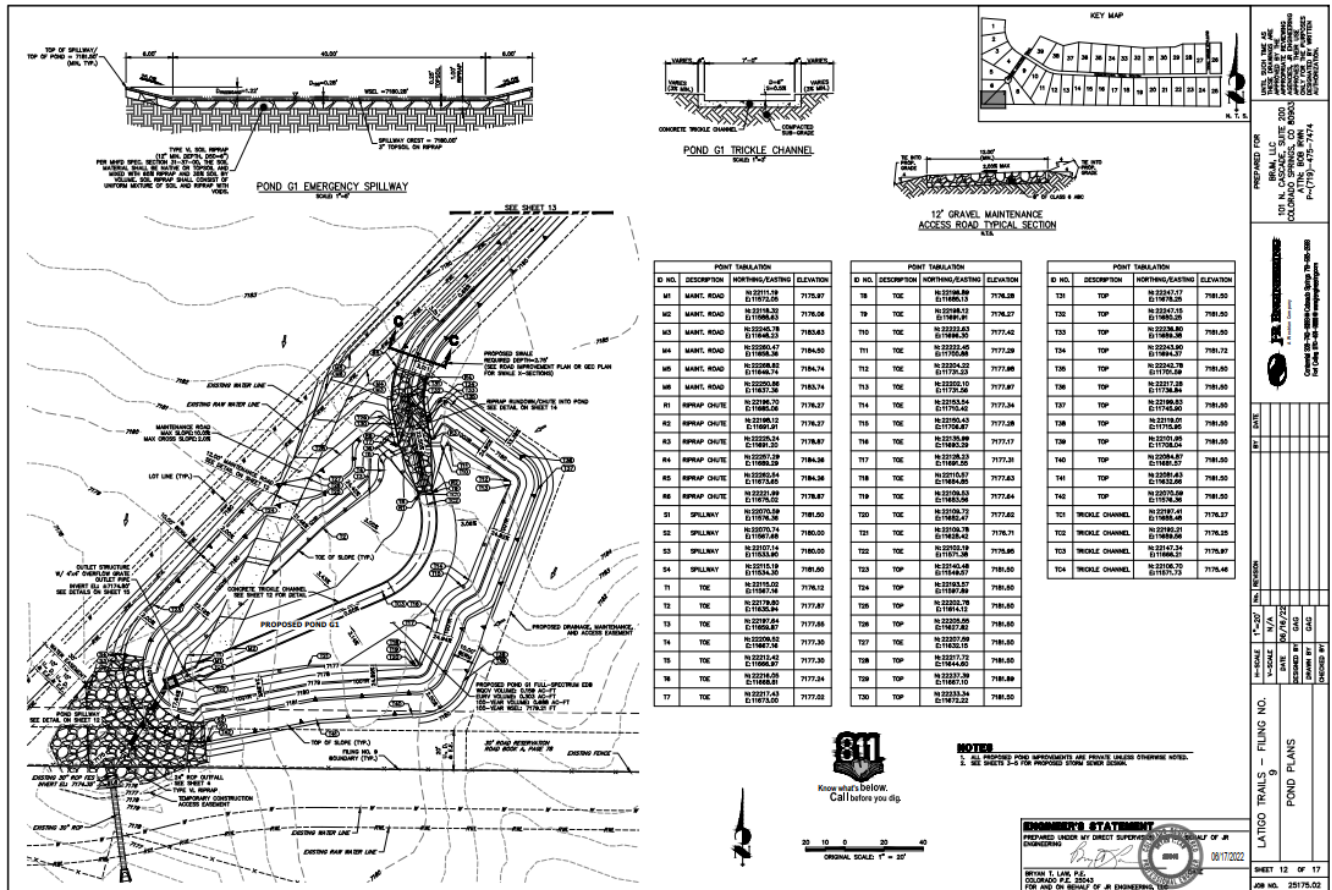
THENCE ON SAID SOUTHERLY LINE, N89°26'47"E A DISTANCE OF 202.23 FEET;
THENCE DEPARTING SAID SOUTHERLY LINE, THE FOLLOWING THREE (3) COURSES;

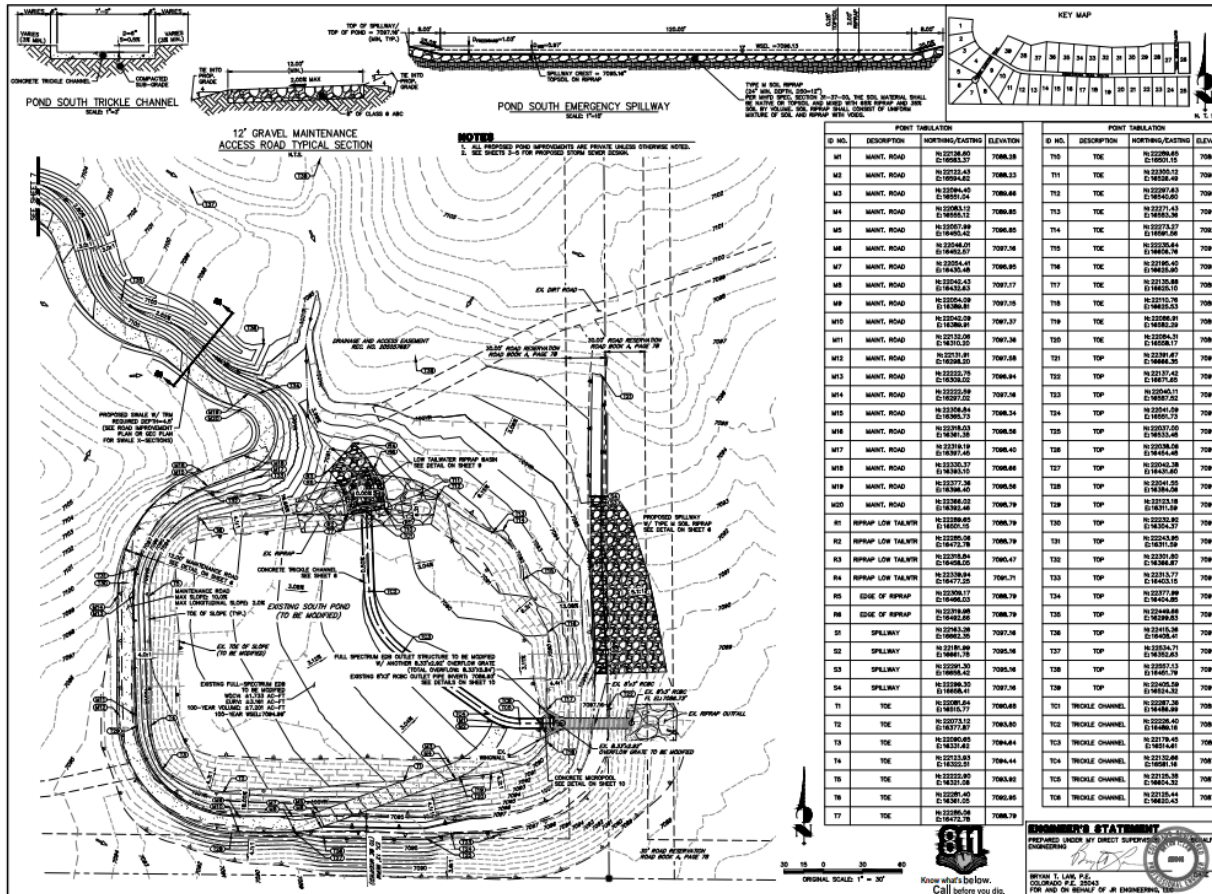
1. S00°33'13"E A DISTANCE OF 603.73 FEET;
2. S89°26'47"W A DISTANCE OF 21.08 FEET;
3. S00°33'13"E A DISTANCE OF 519.05 FEET, TO A POINT ON THE SOUTH LINE OF SAID SECTION 17;

THENCE ON SAID SOUTH LINE, N89°25'55"W A DISTANCE OF 4,212.88 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 4,643,639 SQUARE FEET OR 106.6033 ACRES.

Exhibit B





POINT TABULATION			POINT TABULATION		
ID NO.	DESCRIPTION	NORTHING/EASTING	ID NO.	DESCRIPTION	NORTHING/EASTING
M1	MAINT. ROAD	N 22328.80 E 10908.20	T08	TOE	N 22328.80 E 10908.20
M2	MAINT. ROAD	N 22328.80 E 10908.20	T11	TOE	N 22328.80 E 10908.20
M3	MAINT. ROAD	N 22328.80 E 10908.20	T12	TOE	N 22328.80 E 10908.20
M4	MAINT. ROAD	N 22328.80 E 10908.20	T13	TOE	N 22328.80 E 10908.20
M5	MAINT. ROAD	N 22328.80 E 10908.20	T14	TOE	N 22328.80 E 10908.20
M6	MAINT. ROAD	N 22328.80 E 10908.20	T15	TOE	N 22328.80 E 10908.20
M7	MAINT. ROAD	N 22328.80 E 10908.20	T16	TOE	N 22328.80 E 10908.20
M8	MAINT. ROAD	N 22328.80 E 10908.20	T17	TOE	N 22328.80 E 10908.20
M9	MAINT. ROAD	N 22328.80 E 10908.20	T18	TOE	N 22328.80 E 10908.20
M10	MAINT. ROAD	N 22328.80 E 10908.20	T19	TOE	N 22328.80 E 10908.20
M11	MAINT. ROAD	N 22328.80 E 10908.20	T20	TOE	N 22328.80 E 10908.20
M12	MAINT. ROAD	N 22328.80 E 10908.20	T21	TOE	N 22328.80 E 10908.20
M13	MAINT. ROAD	N 22328.80 E 10908.20	T22	TOE	N 22328.80 E 10908.20
M14	MAINT. ROAD	N 22328.80 E 10908.20	T23	TOE	N 22328.80 E 10908.20
M15	MAINT. ROAD	N 22328.80 E 10908.20	T24	TOE	N 22328.80 E 10908.20
M16	MAINT. ROAD	N 22328.80 E 10908.20	T25	TOE	N 22328.80 E 10908.20
M17	MAINT. ROAD	N 22328.80 E 10908.20	T26	TOE	N 22328.80 E 10908.20
M18	MAINT. ROAD	N 22328.80 E 10908.20	T27	TOE	N 22328.80 E 10908.20
M19	MAINT. ROAD	N 22328.80 E 10908.20	T28	TOE	N 22328.80 E 10908.20
M20	MAINT. ROAD	N 22328.80 E 10908.20	T29	TOE	N 22328.80 E 10908.20
R1	RRAP LOW TAILWATER	N 22328.80 E 10908.20	T30	TOE	N 22328.80 E 10908.20
R2	RRAP LOW TAILWATER	N 22328.80 E 10908.20	T31	TOE	N 22328.80 E 10908.20
R3	RRAP LOW TAILWATER	N 22328.80 E 10908.20	T32	TOE	N 22328.80 E 10908.20
R4	RRAP LOW TAILWATER	N 22328.80 E 10908.20	T33	TOE	N 22328.80 E 10908.20
R5	EDGE OF RRAP	N 22328.80 E 10908.20	T34	TOE	N 22328.80 E 10908.20
R6	EDGE OF RRAP	N 22328.80 E 10908.20	T35	TOE	N 22328.80 E 10908.20
S1	SPILLWAY	N 22328.80 E 10908.20	T36	TOE	N 22328.80 E 10908.20
S2	SPILLWAY	N 22328.80 E 10908.20	T37	TOE	N 22328.80 E 10908.20
S3	SPILLWAY	N 22328.80 E 10908.20	T38	TOE	N 22328.80 E 10908.20
S4	SPILLWAY	N 22328.80 E 10908.20	T39	TOE	N 22328.80 E 10908.20
T1	TOE	N 22328.80 E 10908.20	T40	TOE	N 22328.80 E 10908.20
T2	TOE	N 22328.80 E 10908.20	T41	TOE	N 22328.80 E 10908.20
T3	TOE	N 22328.80 E 10908.20	T42	TOE	N 22328.80 E 10908.20
T4	TOE	N 22328.80 E 10908.20	T43	TOE	N 22328.80 E 10908.20
T5	TOE	N 22328.80 E 10908.20	T44	TOE	N 22328.80 E 10908.20
T6	TOE	N 22328.80 E 10908.20	T45	TOE	N 22328.80 E 10908.20
T7	TOE	N 22328.80 E 10908.20	T46	TOE	N 22328.80 E 10908.20

PREPARED FOR: **BRM, LLC**
 107 N. CASCADE, SUITE 200
 COLO SPRING, CO 80901
 PHONE: (719) 475-7474
 FAX: (719) 475-7474

PREPARED BY: **BRM, LLC**
 107 N. CASCADE, SUITE 200
 COLO SPRING, CO 80901
 PHONE: (719) 475-7474
 FAX: (719) 475-7474

SHEET NO. **9** OF **17**
 JOB NO. **25175.02**

EROSION AND STORMWATER QUALITY CONTROL PERMIT (ESQCP) EL PASO COUNTY APPLICATION AND PERMIT

PERMIT NUMBER _____

APPLICANT INFORMATION

Applicant Contact Information	
Owner	BRJM LLC
Name (person of responsibility)	Robert C. Irwin
Company/Agency	BRJM LLC
Position of Applicant	Manager
Address (physical address, not PO Box)	PO Box 80960-0069
City	Colorado Springs
State	CO
Zip Code	80960
Mailing address, if different from above	
Telephone	719-475-7474
FAX number	
Email Address	rcirwin@cmdcllc.com
Cellular Phone number	

CONTRACTOR INFORMATION

Contractor	
Name (person of responsibility)	ALL CONTRACTOR INFORMATION TBD.
Company	
Address (physical address, not PO Box)	
City	
State	
Zip Code	
Mailing address, if different from above	
Telephone	
FAX number	
Email Address	
Cellular Phone number	
Erosion Control Supervisor (ECS)*	
ECS Phone number*	
ECS Cellular Phone number*	

*Required for all applicants. May be provided at later date pending securing a contract when applicable.

JR Response: Revised to latest version of the form.

PROJECT INFORMATION

Project Specifications	
Project Name	Latigo Trails - FILING 9
Legal Description	SEE FILING 9 PLAT APPLICAITON DOCUMENTS.
Address (or nearest major cross streets)	INTERSECTION OF EASTONVILLE ROAD & LATIGO BOULEVARD.
Acreage (total and disturbed)	Total: 107 cres Disturbed: 39 acres
Schedule	Start of Construction: Completion of Construction: Final Stabilization:
Project Purpose	TO PROVIDE 39+/- RURAL 2.5 ACRE LOTS IN EL PASO COUNTY.
Description of Project	LALTIGO TRAILS IS A RUAL 2.5 ACRE+ LOT SUBDIVISION IN EL PASO COUNTY, COLORADO.
Tax Schedule Number	

Please complete with
estimated
Months/Seasons.

JR Response: Revised with estimates.

FOR OFFICE USE ONLY

The following signature from the ECM Administrator signifies the approval of this ESQCP. All work shall be performed in accordance with the permit, the El Paso County Engineering Criteria Manual (ECM) Standards, City of Colorado Springs Drainage Criteria Manual, Volume 2 (DCM2) as adopted by El Paso County Addendum, approved plans, and any attached conditions. The approved plans are an enforceable part of the ESQCP. Construction activity, except for the installation of initial construction BMPs is not permitted until issuance of a Construction permit and Notice to Proceed.

Signature of ECM Administrator: _____ Date _____

1.1 REQUIRED SUBMISSIONS

In addition to this completed and signed application, the following items must be submitted to obtain an ESQCP:

- Permit fees
- Stormwater Management Plan (SWMP) meeting the requirements of DCM2 and ECM either as part of the plan set or as a separate document;
- Cost estimates of construction and maintenance of construction and permanent stormwater control measures (Cost estimates shall be provided on a unit cost basis for all stormwater BMPs);
- Financial surety in an amount agreeable to the ECM Administrator based on the cost estimates of the stormwater quality protection measures provided. The financial surety shall be provided in the form of a Letter of Credit, Surety with a Bonding Company, or other forms acceptable to El Paso County;
- Operation and Maintenance Plan for any proposed permanent BMPs; and
- Signed Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement, if any permanent Best Management Practices are to be located on site.

1.2 RESPONSIBILITY FOR DAMAGE

The County and its officers and employees, including but not limited to the ECM Administrator, shall not be answerable or accountable in any manner, for injury to or death of any person, including but not limited to a permit holder, persons employed by the permit holder, persons acting in behalf of the permit holder, or for damage to property resulting from any activities undertaken by a permit holder or under the direction of a permit holder. The permit holder shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permit holder, persons employed by the permit holder, persons acting in behalf of the permit holder, or damage to property arising out of work or other activity permitted and done by the permit holder under a permit, or arising out of the failure on the permit holder's part to perform the obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit.

To the extent allowed by law, the permit holder shall indemnify, save, and hold harmless the County and its officers and employees, including but not limited to the BOCC and ECM Administrator, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permit holder, persons employed by the permit holder, persons acting in behalf of the permit holder and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permit holder's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by state law. The permit holder waives any and all rights to any type of expressed or implied indemnity against the County, its officers or employees.

1.3 APPLICATION CERTIFICATION

I, as the Applicant or the representative of the Applicant, hereby certify that this application is correct and complete as per the requirements presented in this application and the El Paso County Engineering Criteria Manual and Drainage Criteria Manual, Volume 2 and El Paso County Addendum.

I, as the Applicant or the representative of the Applicant, have read and will comply with all of the requirements of the specified Stormwater Management Plan and any other documents specifying stormwater best management practices to be used on the site including permit conditions that may be required by the ECM Administrator. I understand that the Best Management Practices are to be maintained on the site and revised as necessary to protect stormwater quality as the project progresses. I further understand that a Construction Permit must be obtained and all necessary stormwater quality control BMPs are to be installed in accordance with the SWMP and the El Paso County Engineering Criteria Manual and Drainage Criteria Manual, Volume 2 and El Paso County Addendum before land disturbance begins and that failure to comply will result in a Stop Work Order and may result in other penalties as allowed by law. I further understand and agree to indemnify, save, and hold harmless the County and its officers and employees, including but not limited to the BOCC and ECM Administrator, from all claims, suits or actions of every name, kind and description as outlined in Section 1.2 Responsibility for Damage.

Date: _____

Signature of Applicant or Representative

Print Name of Applicant or Representative

Permit Fee \$ _____

Surcharge \$ _____

Financial Surety \$ _____

Type of Surety _____

Total \$ _____

THE TRAILS FILING NO. 9
LOCATED IN THE SOUTH HALF OF SECTION 17,
TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF EL PASO, STATE OF COLORADO

BE IT KNOWN BY THESE PRESENTS:

THAT FALCON LATIGO, LLC, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM CAP STAMPED "LS 24964 2000" FLUSH WITH THE GROUND AND AT THE SOUTHWEST CORNER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 25955 1996" 0.35" BELOW GROUND, BEARING N89°25'55"W.

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON THE WEST LINE OF SAID SECTION 17, N00°03'36"W A DISTANCE OF 1,516.40 FEET, TO THE SOUTHWESTERLY CORNER OF LOT 41, THE TRAILS FILING NO. 2-B RECORDED UNDER RECEPTION NO. 203250448 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ON THE SOUTHERLY BOUNDARY LINE OF SAID THE TRAILS FILING NO. 2-B, THE FOLLOWING ELEVEN (11) COURSES:

- S85°03'34"E A DISTANCE OF 422.02 FEET;
- S04°58'20"W A DISTANCE OF 99.83 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 520.00 FEET, A CENTRAL ANGLE OF 62°25'00" AND AN ARC LENGTH OF 566.48 FEET, TO A POINT OF TANGENT;
- S57°26'40"E A DISTANCE OF 165.00 FEET;
- N32°33'20"E A DISTANCE OF 60.00 FEET;
- N32°34'16"E A DISTANCE OF 399.86 FEET;
- S67°22'54"E A DISTANCE OF 439.92 FEET;
- N76°58'20"E A DISTANCE OF 280.00 FEET;
- S85°01'40"E A DISTANCE OF 1150.00 FEET;
- N88°28'20"E A DISTANCE OF 550.00 FEET;
- N68°58'20"E A DISTANCE OF 150.00 FEET, TO THE SOUTHWESTERLY CORNER OF LOT 1, THE TRAILS FILING NO. 7-C RECORDED UNDER RECEPTION NO. 207712670;

THENCE ON THE SOUTHERLY LINE OF SAID LOT 1, N89°26'47"E A DISTANCE OF 411.36 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BUFFALO RIVER TRAIL AS SHOWN ON THE PLAT OF THE TRAILS FILING NO. 7 RECORDED UNDER RECEPTION NO. 205057689, SAID POINT BEING A POINT OF NON-TANGENT CURVE;

THENCE ON SAID RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES:

- ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N89°28'37"E, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 00°01'50" AND AN ARC LENGTH OF 1.08 FEET, TO A POINT OF TANGENT;
- S00°33'13"E A DISTANCE OF 163.45 FEET;
- N89°26'47"E A DISTANCE OF 60.00 FEET;
- N00°33'13"W A DISTANCE OF 163.45 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,970.00 FEET, A CENTRAL ANGLE OF 00°29'41" AND AN ARC LENGTH OF 17.01 FEET, TO A THE SOUTHWESTERLY CORNER OF LOT 2, THE TRAILS FILING NO. 7-A RECORDED UNDER RECEPTION NO. 207712671, SAID POINT BEING A POINT OF NON-TANGENT;

THENCE ON SAID SOUTHERLY LINE, N89°26'47"E A DISTANCE OF 202.23 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, THE FOLLOWING THREE (3) COURSES;

- S00°33'13"E A DISTANCE OF 603.73 FEET;
- S89°26'47"W A DISTANCE OF 21.08 FEET;
- S00°33'13"E A DISTANCE OF 519.05 FEET, TO A POINT ON THE SOUTH LINE OF SAID SECTION 17;

THENCE ON SAID SOUTH LINE, N89°25'55"W A DISTANCE OF 4,212.88 FEET, TO THE POINT OF BEGINNING.

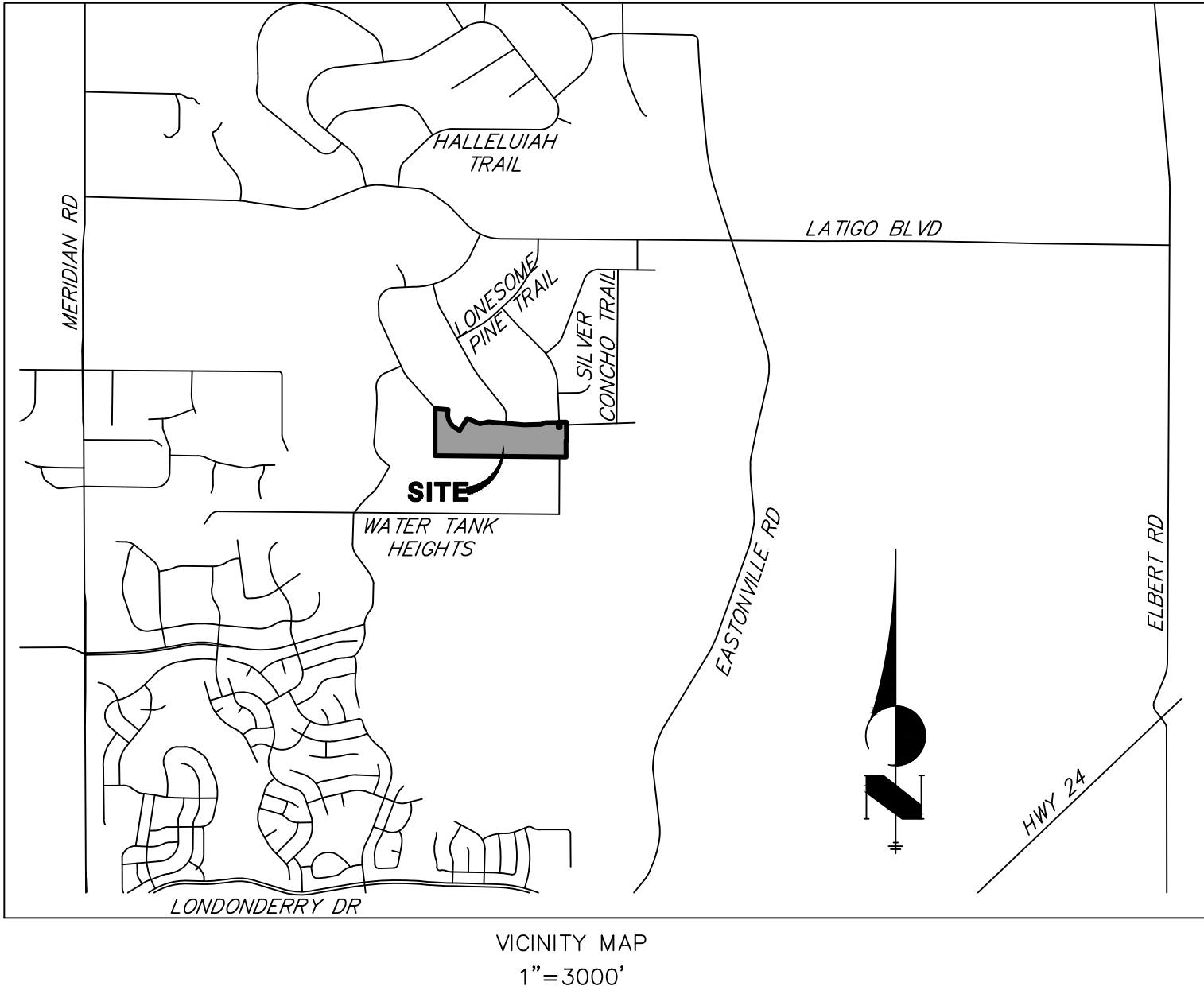
CONTAINING A CALCULATED AREA OF 4,643,639 SQUARE FEET OR 106.6033 ACRES.

DEDICATION:

THE ABOVE OWNER HAS CAUSED SAID TRACT OF LAND TO BE PLATTED INTO 39 LOTS, STREETS, AND EASEMENTS AS SHOWN ON THIS PLAT. THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO EL PASO COUNTY THOSE PUBLIC EASEMENTS AS SHOWN ON THIS PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENTS TO EL PASO COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO VACATE, RELEASE OR QUIT-CLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VEST IN EL PASO COUNTY. ALL PUBLIC STREETS ARE HEREBY DEDICATED TO EL PASO COUNTY FOR PUBLIC USE. THIS TRACT OF LAND AS HEREIN PLATTED SHALL BE KNOWN AS "THE TRAILS FILING NO. 9" IN EL PASO COUNTY, COLORADO.

EASEMENTS:

ALL EASEMENTS THAT ARE DEDICATED HEREON FOR PUBLIC UTILITY PURPOSES RELATED TO GAS AND ELECTRIC SHALL BE SUBJECT TO THOSE TERMS AND CONDITIONS AS SPECIFIED IN THE INSTRUMENT RECORDED AT RECEPTION NUMBER 212112548 OF THE RECORDS OF EL PASO COUNTY, COLORADO. ALL OTHER EASEMENTS OR INTERESTS OF RECORD AFFECTING ANY OF THE PLATTED PROPERTY DEPICTED HEREON SHALL NOT BE AFFECTED AND SHALL REMAIN IN FULL FORCE AND AFFECT.



OWNERS CERTIFICATE:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDER OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED, AND PLATTED SAID LANDS INTO LOTS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF THE TRAILS FILING NO. 9. ALL PUBLIC IMPROVEMENTS SO PLATTED ARE HEREBY DEDICATED TO THE PUBLIC USE AND SAID OWNER DOES HEREBY COVENANT AND AGREE THAT THE PUBLIC IMPROVEMENTS WILL BE CONSTRUCTED TO EL PASO COUNTY STANDARDS AND THAT PROPER DRAINAGE AND EROSION CONTROL FOR SAME WILL BE PROVIDED AT SAID OWNER'S EXPENSE, ALL TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO. UPON ACCEPTANCE BY RESOLUTION, ALL PUBLIC IMPROVEMENTS SO DEDICATED WILL BECOME MATTER 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, FALCON LATIGO, LLC, A COLORADO LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 20_____, A.D.

BY: _____

PRINTED NAME: _____

AS: _____ OF FALCON LATIGO, LLC

STATE OF COLORADO }
COUNTY OF EL PASO } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, A.D. BY: _____

AS: _____ OF FALCON LATIGO, LLC

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

OWNERS CERTIFICATE

THE AFOREMENTIONED, BRJM, LLC, A COLORADO LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 202_____, A.D.

BY: _____

PRINTED NAME: _____

AS: _____ OF BRJM, LLC

STATE OF COLORADO }
COUNTY OF EL PASO } SS

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 202_____, A.D. BY: _____

AS: _____ OF BRJM, LLC

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

I JARROD ADAMS, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON JULY 28, 2021, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:10,000; AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISION, OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE EL PASO COUNTY LAND DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 2022.

JARROD ADAMS,
COLORADO REGISTERED PLS # 38252

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.

PCD DIRECTOR CERTIFICATE:

THIS PLAT FOR "THE TRAILS FILING NO. 9" WAS APPROVED FOR FILING BY THE EL PASO COUNTY, COLORADO PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR ON THE _____ DAY OF _____, 202_____, SUBJECT TO ANY NOTES OR CONDITIONS SPECIFIED HEREON.

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT

ASSESSORS CERTIFICATE:

TEXT PLACEHOLER

EL PASO COUNTY ASSESSOR

BOARD OF COUNTY COMMISSIONERS CERTIFICATE:

THIS PLAT FOR "THE TRAILS FILING NO. 9" WAS APPROVED FOR FILING BY THE EL PASO COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS ON THE _____ DAY OF _____, 202_____, 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 THE MAINTENANCE RESPONSIBILITY OF EL PASO COUNTY UNTIL PRELIMINARY ACCEPTANCE OF THE PUBLIC IMPROVEMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAND DEVELOPMENT CODE AND ENGINEERING CRITERIA MANUAL, AND THE SUBDIVISION IMPROVEMENTS AGREEMENT.

PRESIDENT, BOARD OF COUNTY COMMISSIONERS

DATE

CLERK AND RECORDER

STATE OF COLORADO
COUNTY OF EL PASO

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE THIS _____ DAY OF _____, 202_____, A.D.

AND WAS RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

EL PASO COUNTY CLERK AND REORDER

FEES:

DRAINAGE FEE: N/A
BRIDGE FEE: N/A
SCHOOL FEE: N/A
PARK FEE: \$17,940.00

SUMMARY:

39 LOTS	100.3957 ACRES	94.18%
RIGHTS-OF-WAY	6.2076 ACRES	5.82%
TOTAL	106.6033 ACRES	100.00%

JOB NO. 25175.02
JUNE 23, 2022
SHEET 1 OF 5



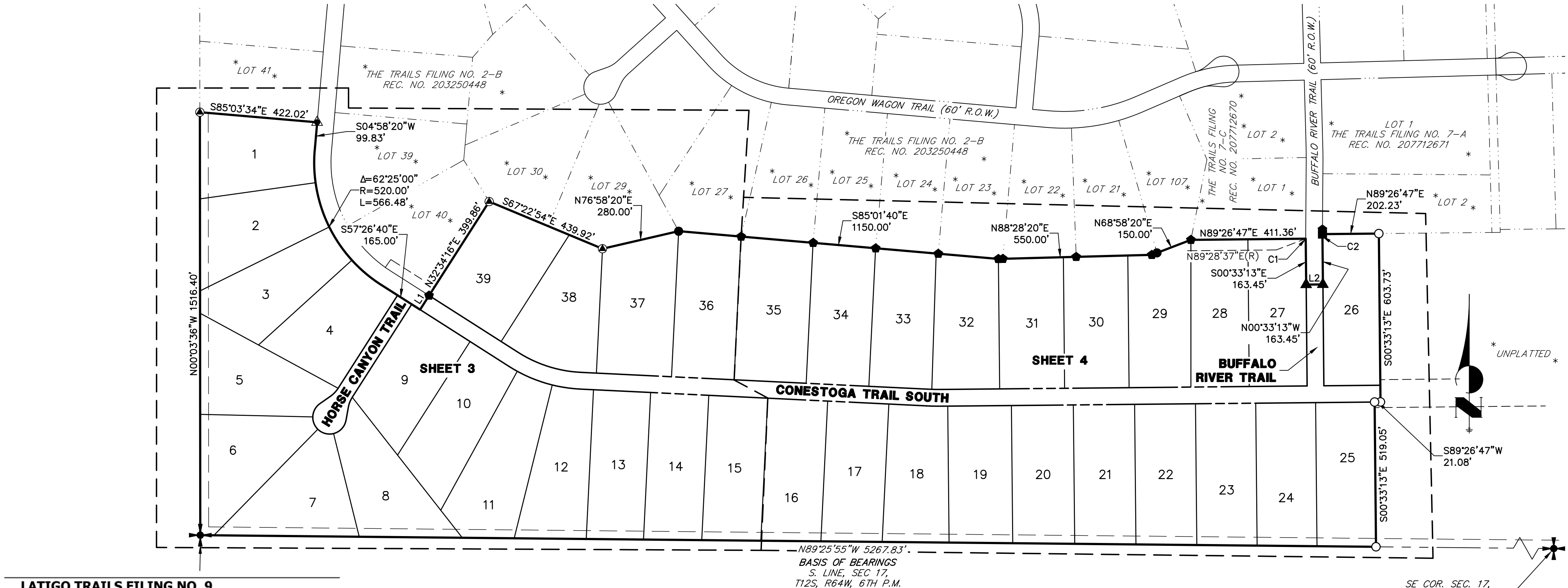
Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

THE TRAILS FILING NO. 9

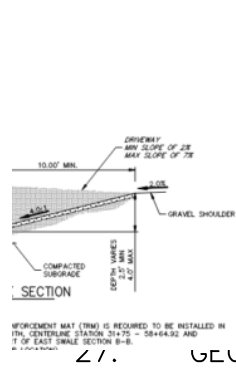
LOCATED IN THE SOUTH HALF OF SECTION 17,
TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF EL PASO, STATE OF COLORADO

GENERAL NOTES:

- PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF EL PASO COUNTY, COLORADO.
- THE BASIS OF BEARINGS IS THE SOUTH LINE OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM CAP STAMPED "LS 24964 2000" FLUSH WITH THE GROUND AND AT THE SOUTHWEST CORNER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 25955 1996" 0.35' BELOW GROUND, BEARING N89°25'55"W.
- THIS SITE IS NOT WITHIN A DESIGNATED F.E.M.A. FLOODPLAIN, AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR EL PASO COUNTY, COLORADO, PANEL NUMBER 08041C0339G, EFFECTIVE DATE DECEMBER 7, 2018.
- WATER SERVICES SHALL BE SUPPLIED BY MERIDIAN SERVICE METROPOLITAN DISTRICT.
- SEWER SERVICES SHALL BE SUPPLIED BY THE LOT OWNER.
- ELECTRIC SERVICES SHALL BE SUPPLIED BY MOUNTAIN VIEW ELECTRIC ASSOCIATION.
- NATURAL GAS SERVICES SHALL BE SUPPLIED BY BLACK HILLS ENERGY.
- FIRE PROTECTION BY THE BLACK FOREST FIRE PROTECTION DISTRICT.
- ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER, CURRENTLY LICENSED IN THE STATE OF COLORADO.
- THE FOLLOWING REPORTS HAVE BEEN SUBMITTED IN ASSOCIATION WITH THE PRELIMINARY PLAN OR FINAL PLAT FOR THIS SUBDIVISION AND ARE ON FILE AT THE COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT; TRANSPORTATION IMPACT STUDY; DRAINAGE REPORT; WATER RESOURCES REPORT; WASTEWATER DISPOSAL REPORT; NATURAL HAZARDS REPORT; GEOLOGY AND SOILS REPORT;
- 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.
- UNLESS OTHERWISE INDICATED, ALL SIDE LOT LINES ARE PLATTED ON EITHER SIDE WITH A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, EXCEPT WHEN THE SIDE YARD IS ADJACENT TO A PUBLIC STREET AND THEREFORE A 20 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT. ALL FRONT LOT LINES ARE HEREBY PLATTED WITH A 20 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT AND ALL REAR LOT LINES ARE HEREBY PLATTED WITH A 20 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT. THE SOLE RESPONSIBILITY FOR THE SURFACE MAINTENANCE OF EASEMENTS IS HEREBY VEST IN THE INDIVIDUAL PROPERTY OWNERS.
- 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 MEADOW JUMPING MOUSE).
- THE ADDRESSES EXHIBITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THE ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
- NO DRIVEWAY SHALL BE ESTABLISHED UNLESS AN ACCESS PERMIT HAS BEEN GRANTED BY EL PASO COUNTY.
- 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 PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR AND MEET THE POLICY AND PROCEDURE REQUIREMENTS OF EL PASO COUNTY PRIOR TO THE RELEASE BY THE COUNTY OF ANY LOTS FOR SALE, CONVEYANCE OR TRANSFER.
- THIS PLAT RESTRICTION MAY BE REMOVED OR RESCINDED BY THE BOARD OF COUNTY COMMISSIONERS OR, IF PERMITTED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT, BY THE PLANNING AND COMMUNITY DEVELOPMENT 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.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO CRS 18-4-508.
- ALL PROPERTY WITHIN THIS SUBDIVISION IS INCLUDED IN LATIGO CREEK METROPOLITAN DISTRICT.
- THE LATIGO CREEK METROPOLITAN DISTRICT WILL BE RESPONSIBLE FOR MAINTENANCE OF ROADS AND DRAINAGE FACILITIES UNTIL PRELIMINARY ACCEPTANCE OF THE PUBLIC IMPROVEMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAND DEVELOPMENT CODE, THE ENGINEERING CRITERIA MANUAL, AND THE SUBDIVISION IMPROVEMENTS AGREEMENT.
- ALL PROPERTY WITHIN THIS SUBDIVISION IS SUBJECT TO A DECLARATION OF COVENANTS AS RECORDED AT RECEPTION NUMBER _____ OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER.
- MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY AND UNITED STATES POSTAL SERVICE REGULATION.
- 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. 16-454), OR ANY AMENDMENTS THERETO, AT OR PRIOR TO THE TIME OF BUILDING PERMIT SUBMITTALS. THE FEE OBLIGATIONS, 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 THE PROPERTY.
- THERE SHALL BE NO DIRECT RESIDENTIAL LOT ACCESS TO LATIGO BOULEVARD AND EASTONVILLE ROAD.
- THE TEMPORARY TURNAROUND EASEMENT AS SHOWN ON THIS PLAT AND REFERENCED IN THE EASEMENT AGREEMENT AS RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY WILL BE VACATED UPON THE COMPLETION OF ROADWAY CONSTRUCTION OF _____ ROAD WITH A FUTURE FINAL PLAT, IN ACCORDANCE WITH THE TERMS OF SAID EASEMENT.
- INDIVIDUAL LOT PURCHASERS ARE RESPONSIBLE FOR CONSTRUCTING DRIVEWAYS, INCLUDING NECESSARY DRAINAGE CULVERTS FROM HORSE CANYON TRAIL AND CONESTOGA TRAIL SOUTH ROAD PER LAND DEVELOPMENT CODE SECTION 6.3.3.C.2 AND 6.3.3.C.3.



LATIGO TRAILS FILING NO. 9 DRIVEWAY CULVERT EXHIBIT



Filing 9 Proposed Driveway Culverts		
Lot #		Culvert Type
3 to 5	(1) 18"	
5 to 6	(1) 24"	
7 to 25	(1) 18"	
26 to 34	(2) 42"	
35-38	(2) 36"	
39	(1) 18"	

UPDATED NOTE TO REFLECT COMMENT

Revise to "the
Driveway Culvert
Exhibit"



* UNPLATTED *

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N32°33'20"E	60.00'
L2	N89°26'47"E	60.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	0°01'50"	2030.00'	1.08'
C2	0°29'41"	1970.00'	17.01'

LEGEND

○	SET 18" #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "JR ENG LS 38252" FLUSH WITH GROUND	(R)	RADIAL BEARING
⊙	RECOVERED 1-1/4" WHITE PLASTIC CAP STAMPED "LS 9646" FLUSH WITH GROUND	*	NOT PART OF SURVEY
⬤	RECOVERED 1-1/4" RED PLASTIC CAP STAMPED "LS 19625" 0.2' BELOW GROUND	U.E.	UTILITY EASEMENT
⬤	RECOVERED 1-1/4" YELLOW PLASTIC CAP STAMPED "LS 24964" FLUSH UNLESS OTHERWISE NOTED	P.I., U. & D.E.	PUBLIC IMPROVEMENTS, UTILITY & DRAINAGE EASEMENT
⬤	RECOVERED #5 REBAR FLUSH WITH GROUND	D.E.	DRAINAGE EASEMENT
⬤	RECOVERED 1-1/4" YELLOW PLASTIC CAP STAMPED "LS 19625" FLUSH UNLESS OTHERWISE NOTED	U., D. & E.E.	UTILITY, DRAINAGE AND EQUESTRIAN
—	PROPOSED SUBDIVISION LINE		
—	PROPOSED LOT LINE		
---	PROPOSED RIGHT-OF-WAY LINE		
---	PROPOSED CENTERLINE		
---	PROPOSED EASEMENT		
---	EXISTING PROPERTY LINE		
---	EXISTING RIGHT-OF-WAY LINE		
---	EXISTING CENTERLINE		
---	EXISTING EASEMENT		
SF	SQUARE FEET		
AC	ACRES		
(####)	ADDRESS		

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Does this BMP maintenance agreement encompass the maintenance of the shared driveway between Lots 6 & 7 or limited to the pond? Who is responsible for the maintenance of the shared driveway that's also used by Lots 6 & 7?
The maintenance agreement identified in Note 30 is between the County and the District.

A note with reference to a separate private agreement needs to be created between Lot 6, 7 & District that Lot 6 will share the drive with the pond access. Lot 7 is to have its own access. Agreement has been modified. Notes here have been modified to reflect.

THE TRAILS FILING NO. 9
LOCATED IN THE SOUTH HALF OF SECTION 17,
TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF EL PASO, STATE OF COLORADO

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C8	57°19'31"	60.00'	60.03'

LINE TABLE		
LINE	BEARING	DISTANCE
L3	S57°26'40"E	30.00'
L4	S57°26'40"E	30.00'
L5	N32°33'20"E	30.00'
L6	N32°33'20"E	30.00'
L11	S32°33'20"W	30.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C3	22°30'00"	100.00'	39.27'
C4	22°30'00"	100.00'	39.27'

LEGEND

- SET 18" #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "JR ENG LS 38252" FLUSH WITH GROUND
- RECOVERED 1-1/4" WHITE PLASTIC CAP STAMPED "LS 9646" FLUSH WITH GROUND
- ▲ RECOVERED 1-1/4" RED PLASTIC CAP STAMPED "LS 19625" 0.2' BELOW GROUND
- ◆ RECOVERED 1-1/4" YELLOW PLASTIC CAP STAMPED "LS 24964" FLUSH UNLESS OTHERWISE NOTED
- RECOVERED #5 REBAR FLUSH WITH GROUND
- ▲ RECOVERED 1-1/4" YELLOW PLASTIC CAP STAMPED "LS 19625" FLUSH UNLESS OTHERWISE NOTED
- RECOVERED 1-1/4" YELLOW PLASTIC CAP STAMPED "LS 19623" FLUSH WITH GROUND
- SF SQUARE FEET
- AC ACRES
- (####) ADDRESS
- (R) RADIAL BEARING
- * NOT PART OF SURVEY
- U.E. UTILITY EASEMENT
- P.I., U. & D.E. PUBLIC IMPROVEMENTS, UTILITY & DRAINAGE EASEMENT
- D.E. DRAINAGE EASEMENT
- U., D. & E.E. UTILITY, DRAINAGE AND EQUESTRIAN EASEMENT

- PROPOSED SUBDIVISION LINE
- PROPOSED LOT LINE
- - - PROPOSED RIGHT-OF-WAY LINE
- - - PROPOSED CENTERLINE
- - - PROPOSED EASEMENT
- - - EXISTING PROPERTY LINE
- - - EXISTING RIGHT-OF-WAY LINE
- - - EXISTING CENTERLINE
- - - EXISTING EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L12	S25°52'24"E	33.67'
L13	N25°52'24"W	11.29'

RADIAL BEARING TABLE	
LINE	BEARING
RB1	S55°58'31"W

SITE VISIBILITY AND
PUBLIC IMPROVEMENT
EASEMENT (TYP.)
DETAIL (A)
NOT TO SCALE



80 40 0 80
ORIGINAL SCALE: 1" = 80'

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J-R ENGINEERING
A Westrian Company

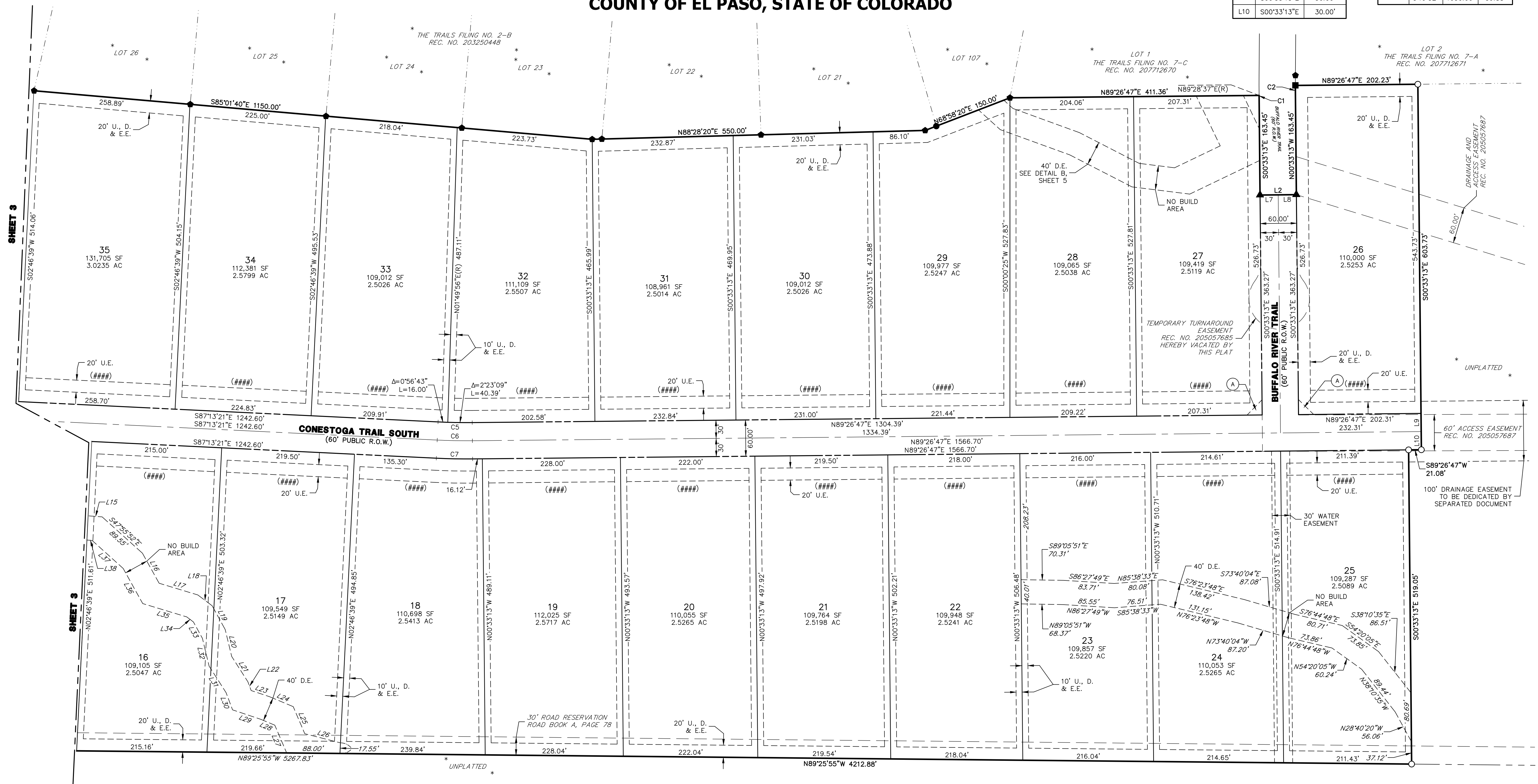
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THE TRAILS FILING NO. 9
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COUNTY OF EL PASO, STATE OF COLORADO

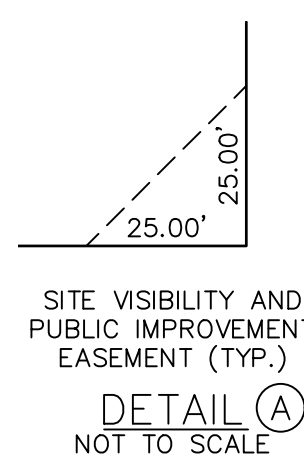
LINE TABLE		
LINE	BEARING	DISTANCE
L7	S89°26'47"W	30.00'
L8	S89°26'47"W	30.00'
L9	S00°33'13"E	30.00'
L10	S00°33'13"E	30.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C5	3°19'52"	970.00'	56.39'
C6	3°19'52"	1000.00'	58.14'
C7	3°19'52"	1030.00'	59.88'



LEGEND

○ SET 18" #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "JR ENG LS 38252" FLUSH WITH GROUND	● RECOVERED #5 REBAR FLUSH WITH GROUND	(####) ADDRESS	— PROPOSED SUBDIVISION LINE	— EXISTING EASEMENT
▲ RECOVERED 1-1/4" WHITE PLASTIC CAP STAMPED "LS 9646" FLUSH WITH GROUND	▲ RECOVERED 1-1/4" YELLOW PLASTIC CAP STAMPED "LS 19625" FLUSH UNLESS OTHERWISE NOTED	(R) RADIAL BEARING	— PROPOSED LOT LINE	
▲ RECOVERED 1-1/4" RED PLASTIC CAP STAMPED "LS 19625" 0.2' BELOW GROUND	■ RECOVERED 1-1/4" YELLOW PLASTIC CAP STAMPED "LS 19623" FLUSH WITH GROUND	* NOT PART OF SURVEY	— PROPOSED RIGHT-OF-WAY LINE	
● RECOVERED 1-1/4" YELLOW PLASTIC CAP STAMPED "LS 24964" FLUSH UNLESS OTHERWISE NOTED	SF SQUARE FEET	U.E. UTILITY EASEMENT	— PROPOSED CENTERLINE	
	AC ACRES	P.I., U. & D.E. PUBLIC IMPROVEMENTS, UTILITY & DRAINAGE EASEMENT	— PROPOSED EASEMENT	
		D.E. DRAINAGE EASEMENT	— EXISTING PROPERTY LINE	
		U., D. & E.E. UTILITY, DRAINAGE AND EQUESTRIA	— EXISTING RIGHT-OF-WAY LINE	
			— EXISTING CENTERLINE	



80 40 0 80
ORIGINAL SCALE: 1" = 80'
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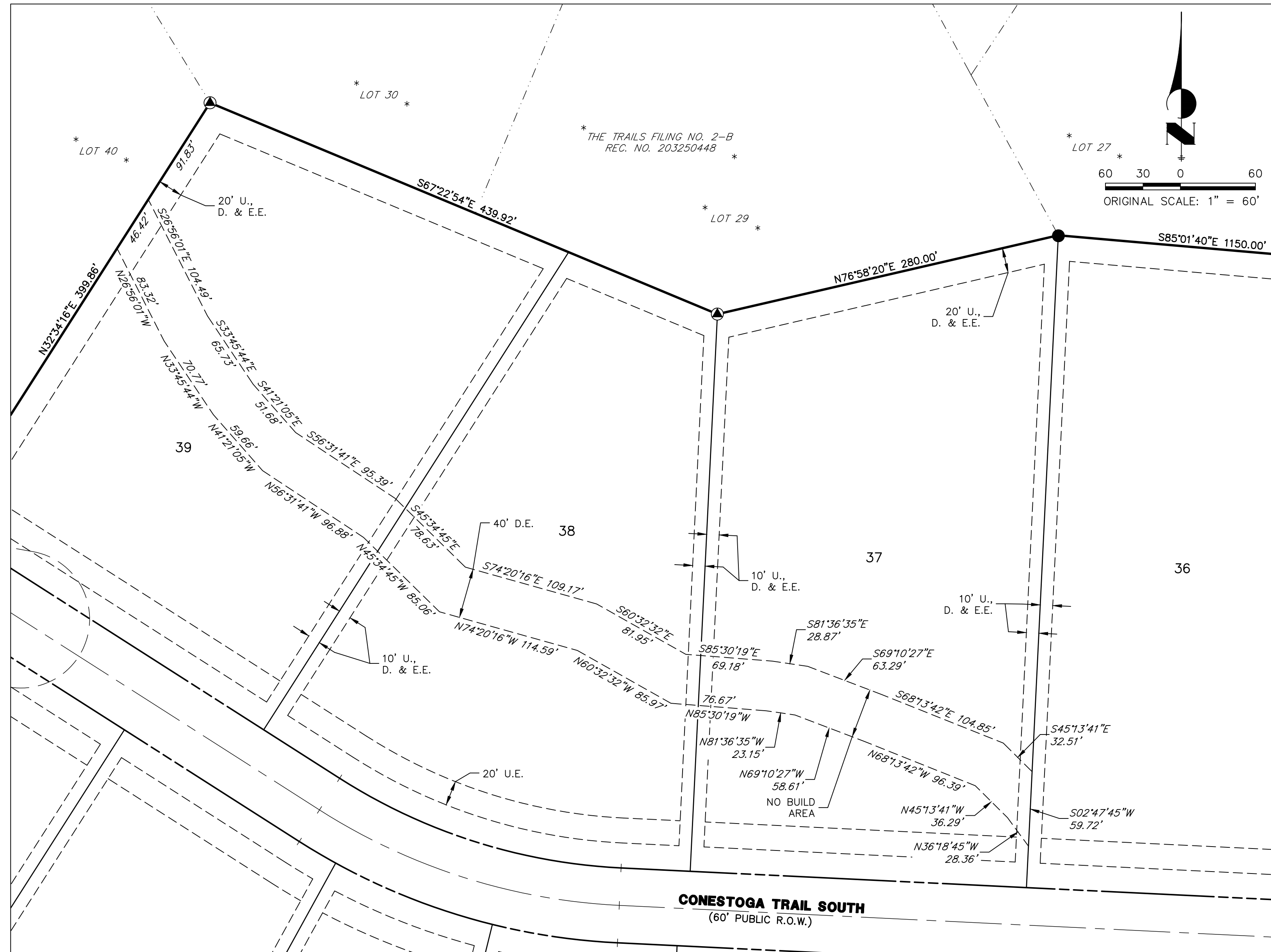


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TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF EL PASO, STATE OF COLORADO



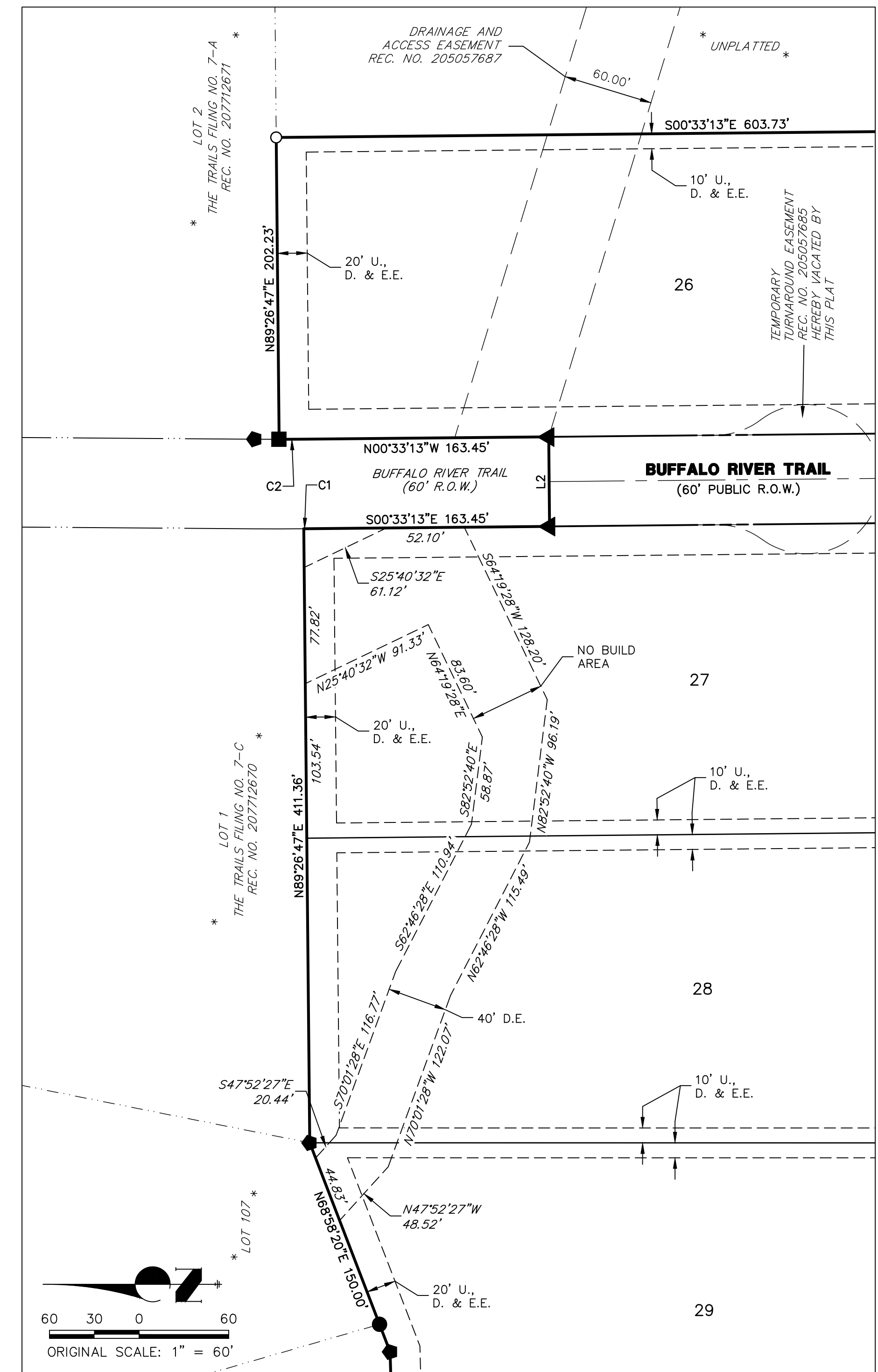
DETAIL A

LEGEND

○ SET 18" #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "JR ENG LS 38252" FLUSH WITH GROUND	(R) RADIAL BEARING
● RECOVERED 1-1/4" WHITE PLASTIC CAP STAMPED "LS 9646" FLUSH WITH GROUND	* NOT PART OF SURVEY
▲ RECOVERED 1-1/4" RED PLASTIC CAP STAMPED "LS 19625" 0.2' BELOW GROUND	U.E. UTILITY EASEMENT
● RECOVERED 1-1/4" YELLOW PLASTIC CAP STAMPED "LS 24964" FLUSH UNLESS OTHERWISE NOTED	P.I., U. & D.E. PUBLIC IMPROVEMENTS, UTILITY & DRAINAGE EASEMENT
● RECOVERED #5 REBAR FLUSH WITH GROUND	D.E. DRAINAGE EASEMENT
▲ RECOVERED 1-1/4" YELLOW PLASTIC CAP STAMPED "LS 19625" FLUSH UNLESS OTHERWISE NOTED	U., D. & E.E. UTILITY, DRAINAGE AND EQUESTRIAN EASEMENT
■ RECOVERED 1-1/4" YELLOW PLASTIC CAP STAMPED "LS 19623" FLUSH WITH GROUND	———— PROPOSED SUBDIVISION LINE
SF SQUARE FEET	———— PROPOSED LOT LINE
AC ACRES	———— PROPOSED RIGHT-OF-WAY LINE
(####) ADDRESS	———— PROPOSED CENTERLINE
	----- PROPOSED EASEMENT
	----- EXISTING PROPERTY LINE
	----- EXISTING RIGHT-OF-WAY LINE
	----- EXISTING CENTERLINE
	----- EXISTING EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L14	N78°38'24"E	41.08'
L15	S85°48'36"E	48.75'
L16	S29°03'02"E	56.76'
L17	S73°09'46"E	66.87'
L18	S52°54'20"E	29.59'
L19	S28°45'50"E	44.65'
L20	S13°34'31"E	45.91'
L21	S32°36'35"E	49.57'
L22	S20°33'36"E	15.50'
L23	S71°28'59"E	32.04'
L24	S67°13'43"E	42.34'
L25	S23°07'32"E	48.63'
L26	S75°36'33"E	60.83'
L27	N23°07'32"W	49.89'

LINE TABLE		
LINE	BEARING	DISTANCE
L28	N67°13'43"W	24.65'
L29	N71°28'59"W	49.60'
L30	N20°33'36"W	30.33'
L31	N32°36'35"W	52.05'
L32	N13°34'31"W	47.28'
L33	N28°45'50"W	30.76'
L34	N52°54'20"W	13.89'
L35	N73°09'46"W	75.93'
L36	N29°03'02"W	66.32'
L37	N47°55'52"W	69.17'
L38	N85°48'36"W	29.56'
L39	S78°38'24"W	37.86'
L40	S85°03'38"W	118.73'



DETAIL B

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PCD FILE NO. SF-21-036

Buffalo River Trail Guardrail Analysis Exhibit

Clearzone Requirements:

AASHTO Roadside Design Guide Table 3-1 Inputs:

- Design Speed: less than 40 mph, Design ADT: less than 750, Foreslopes: 1V:4H, and Backslopes: 1V:3H

Reading From Table 3-1:

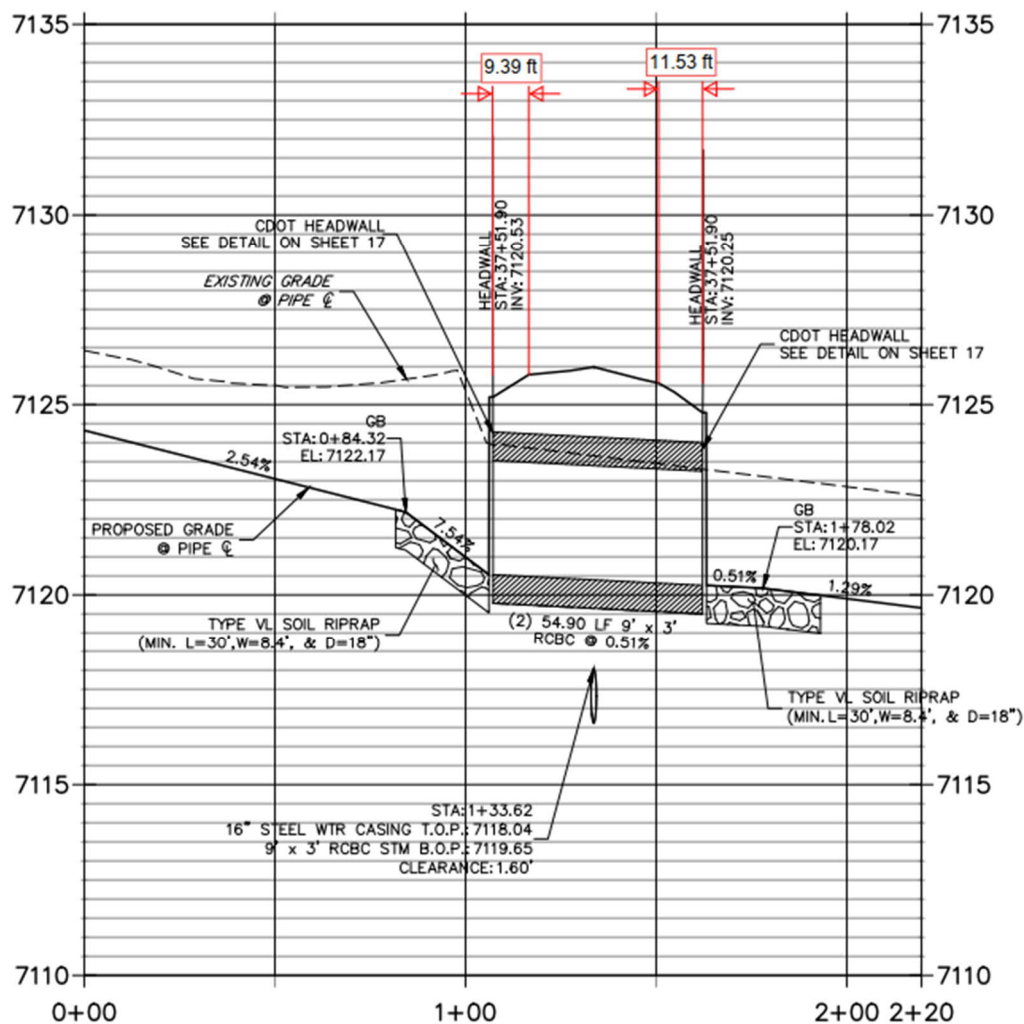
- Recommended clearzone distance is 7 ft to 10 ft

Provided Clearzone:

- As shown on the culvert profile below: 9.39 ft (West), 11.53 ft (East)

The provided clearzone distance is within the desired range and a guardrail is not recommended.

DP01 PROFILE STA 0+00.00 TO 2+19.58



U.S. Customary Units

Design Speed (mph)	Design ADT	Foreslopes			Backslopes		
		1V:6H or flatter	1V:5H to 1V:4H	1V:3H	1V:3H	1V:5H to 1V:4H	1V:6H or flatter
≤40	UNDER 750 ^c	7-10	7-10	b	7-10	7-10	7-10
	750-1500	10-12	12-14	b	10-12	10-12	10-12
	1500-6000	12-14	14-16	b	12-14	12-14	12-14
	OVER 6000	14-16	16-18	b	14-16	14-16	14-16
45-50	UNDER 750 ^c	10-12	12-14	b	8-10	8-10	10-12
	750-1500	14-16	16-20	b	10-12	12-14	14-16
	1500-6000	16-18	20-26	b	12-14	14-16	16-18
	OVER 6000	20-22	24-28	b	14-16	18-20	20-22
55	UNDER 750 ^c	12-14	14-18	b	8-10	10-12	10-12
	750-1500	16-18	20-24	b	10-12	14-16	16-18
	1500-6000	20-22	24-30	b	14-16	16-18	20-22
	OVER 6000	22-24	26-32 ^a	b	16-18	20-22	22-24
60	UNDER 750 ^c	16-18	20-24	b	10-12	12-14	14-16
	750-1500	20-24	26-32 ^a	b	12-14	16-18	20-22
	1500-6000	26-30	32-40 ^a	b	14-18	18-22	24-26
	OVER 6000	30-32 ^a	36-44 ^a	b	20-22	24-26	26-28
65-70 ^d	UNDER 750 ^c	18-20	20-26	b	10-12	14-16	14-16
	750-1500	24-26	28-36 ^a	b	12-16	18-20	20-22
	1500-6000	28-32 ^a	34-42 ^a	b	16-20	22-24	26-28
	OVER 6000	30-34 ^a	38-46 ^a	b	22-24	26-30	28-30

Notes:

- When a site-specific investigation indicates a high probability of continuing crashes or when such occurrences are indicated by crash history, the designer may provide clear-zone distances greater than the clear zone shown in Table 3-1. Clear zones may be limited to 30 ft for practicality and to provide a consistent roadway template if previous experience with similar projects or designs indicates satisfactory performance.
- Because recovery is less likely on the unshielded, traversable 1V:3H fill slopes, fixed objects should not be present in the vicinity of the toe of these slopes. Recovery of high-speed vehicles that encroach beyond the edge of the shoulder may be expected to occur beyond the toe of slope. Determination of the width of the recovery area at the toe of slope should consider right-of-way availability, environmental concerns, economic factors, safety needs, and crash histories. Also, the distance between the edge of the through traveled lane and the beginning of the 1V:3H slope should influence the recovery area provided at the toe of slope. While the application may be limited by several factors, the foreslope parameters that may enter into determining a maximum desirable recovery area are illustrated in Figure 3-2. A 10-ft recovery area at the toe of slope should be provided for all traversable, non recoverable fill slopes.
- For roadways with low volumes it may not be practical to apply even the minimum values found in Table 3-1. Refer to Chapter 12 for additional considerations for low-volume roadways and Chapter 10 for additional guidance for urban applications.
- When design speeds are greater than the values provided, the designer may provide clear-zone distances greater than those shown in Table 3-1.