

**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”), Lorson Conservation Investment 2, Lorson LLC as Nominee for Lorson Conservation Investment 2 LLLP, and Murray Fountain LLC (collectively, “Developer”), and LORSON RANCH 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 Lorson Ranch East Filing No. 4; 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 Lorson Ranch East Filing No. 4; 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 detention basin/stormwater quality BMP(s) ("Pond E1 & Pond E2 detention basins") 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; and

J. WHEREAS, Developer desires to construct the Pond E1 and Pond E2 detention basins on property as set forth on [Exhibit B](#) attached hereto; and

K. WHEREAS, Developer shall be charged with the duty of constructing the Pond E1 and Pond E2 detention basins and the Metro District shall be charged with the duties of operating, maintaining and repairing the detention basins 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 Pond E1 and Pond E2 detention basins, and further conditions approval on the Metro District's promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basins serving this Subdivision; and

O. WHEREAS, the County could condition 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 grant herein of a perpetual Easement over a the

property described in [Exhibit B](#) for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basins; and

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

### Agreement

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

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

2. Covenants Running with the Land: Developer 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.

3. Construction: Developer shall construct on the property described in [Exhibit B](#) attached hereto and incorporated herein by this reference the Pond E1 and Pond E2 detention basins. Developer shall not commence construction of the Pond E1 and Pond E2 detention basins until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basins and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the Pond E1 and Pond E2 detention basins in substantial compliance with the County-approved plans and specifications for the detention basins. Failure to meet these requirements shall be a material breach of this Agreement, and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basins shall be substantially completed within one (1) year (defined as 365 days), which one year period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder. Rough grading of the Pond E1 and Pond E2 detention basins must be completed and inspected by the El Paso County Planning and Community Development Department prior to commencing road construction.

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

4. Maintenance: The Metro District agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the Pond E1 and Pond E2 detention basins, and otherwise keep the same in good repair, all at its own cost and expense. No trees or shrubs that will impair the structural integrity of the detention basins shall be planted or allowed to grow on the detention basins.

5. Creation of Easement: Lorson LLC as Nominee for Lorson Conservation Investment 2 LLLP and Lorson, LLC hereby grant the County and the Metro District a non-exclusive perpetual easement upon and across 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 Pond E1 and Pond E2 detention basins; however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basins.

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basins are not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer, the Metro District and their respective successors and assigns, that the detention basins need 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 described in [Exhibit B](#) 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 basins.

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 Pond E1 and Pond E2 detention basins pursuant to the provisions of this Agreement.

The term "actual costs and expenses" shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney's fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

8. Contingencies of Subdivision Approval: Developer's and the Metro District's execution of this Agreement is a condition of subdivision approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. Conveyance of drainage easement from Lorson LLC as Nominee for Lorson Conservation Investment 2 LLLP and Lorson, LLC 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 Pond E1 and Pond E2 detention basins), and recording of the easement 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 Pond E1 and Pond E2 detention basins.

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, Lorson LLC as Nominee for Lorson Conservation Investment 2 LLLP and Murray Fountain, LLC, 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 Pond E1 and Pond E2 detention basins, and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law.

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

12. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against the County, the Developer, Love in Action, 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 Pond E1 and Pond E2 detention basins be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer, Lorson LLC as Nominee for Lorson Conservation Investment 2 LLLP and Murray Fountain, LLC, 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, Lorson LLC as Nominee for Lorson Conservation Investment 2 LLLP and Murray Fountain, LLC, and the Metro District, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

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

15. Limitation on Developer's Obligation and Liability: The obligation and liability of the Developer hereunder shall be joint and several but shall only continue until such time as the Final Plat as described in Paragraph Three (3) of the Recitals set forth above is recorded and the Developer completes the construction of the Pond E1 and Pond E2 detention basins and transfers all applicable maintenance and operation responsibilities to the Metro District. The obligation and liability of Lorson LLC as Nominee for Lorson Conservation Investment 2 LLLP and Murray Fountain, LLC shall be joint and several between each other and, as applicable, with Developer. 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 an easement upon the property described in Exhibit B to the Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

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

Lorson, LLC

By: \_\_\_\_\_  
Jeff Mark, Manager

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeff Mark, Authorized signing Agent, Lorson, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

LORSON RANCH METROPOLITAN DISTRICT

By: \_\_\_\_\_  
Jeff Mark, President

Attest:

By: \_\_\_\_\_

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

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By: \_\_\_\_\_  
Craig Dossey, Executive Director  
Planning and Community Development Department  
Authorized signatory pursuant to LDC

Approved as to Content and Form:

\_\_\_\_\_  
Assistant County Attorney

## Exhibit A –Property Parcel Numbers/Description

### Lorson, LLC as Nominee for Lorson Conservation Investment 2, LLLP

Parcel No. 5500000282

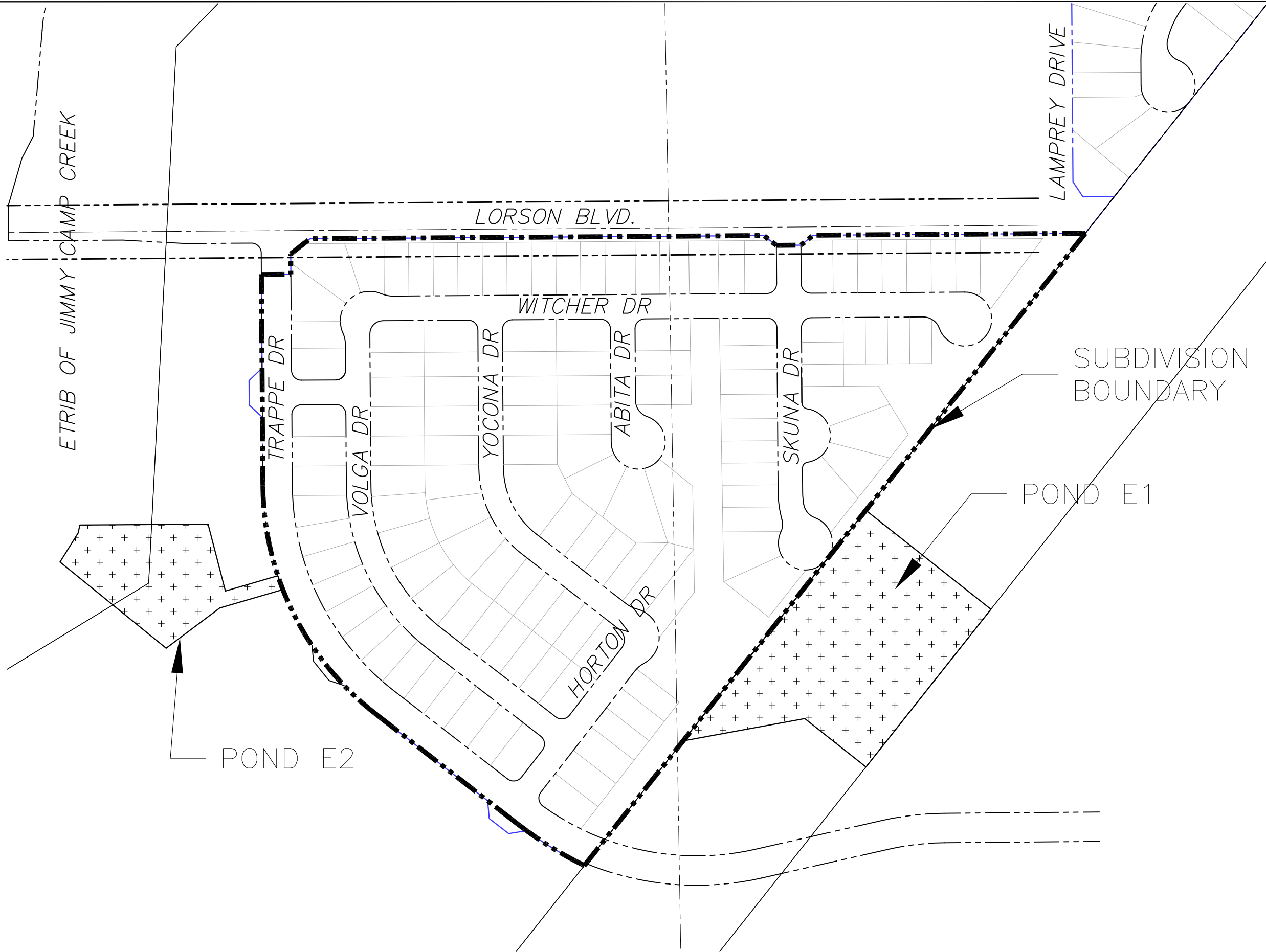
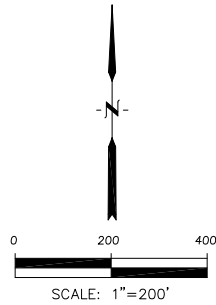
Parcel No. 5500000283

### Lorson, LLC as Nominee for Murray Fountain, LLC

Parcel No. 5500000411



## Exhibit B – Pond Location Legal Description



<b>CORE</b> <b>ENGINEERING GROUP</b> 15004 1ST AVENUE S. DENVER, CO 80202 PHONE: 719.576.1100 CONTACT: RICHARD L. SCHINDLER, P.E. EMAIL: Rich@cog1.com		DATE: _____
PROJECT: _____		DESCRIPTION: _____
NO.: _____		DATE: _____
DRAWN: RLS DESIGNED: RLS CHECKED: RLS		PREPARED FOR: <b>LORSON, LLC</b> 212 N. WAHSATCH AVE., SUITE 301 COLORADO SPRINGS, COLORADO 80903 (719) 635-3200 CONTACT: JEFF MARK
PROJECT: <b>LORSON RANCH EAST FILING NO. 4</b> LORSON BLVD. - LAMPREY DR. COLORADO SPRINGS, COLORADO		
<b>LORSON RANCH EAST FILING NO. 4</b> <b>OFFSITE POND E1 AND E2</b> <b>EXHIBIT</b>		
DATE: FEBRUARY 28, 2019		PROJECT NO. 100.048
SHEET NUMBER C2.2		TOTAL SHEETS: 40



102 E. Pikes Peak Ave. #500  
Colorado Springs, CO 80903  
Mail to: PO Box 1360  
Colorado Springs, CO 80901  
719.955.5485

**August 8, 2019**  
**POND E1 DRAINAGE EASEMENT**

A PARCEL OF LAND IN SOUTHWEST QUARTER (SW 1/4) SECTION 24, TOWNSHIP 15 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) SECTION 23, MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 13, 14, 23 AND 24 WITH A 3.25 INCH ALUMINUM CAP STAMPED "T15S R65W S14 S13 S23 S24 LS 16109" AND AT THE QUARTER CORNER COMMON TO SECTIONS 23 AND 24 WITH A 3.25 INCH ALUMINUM CAP STAMPED "T15S R65W 1/4 COR S23 S24 PLS 31161", SAID LINE IS ASSUMED TO BEAR N00°57'42"W, 2638.33 FEET;

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 23 AND 24;  
THENCE N00°07'54"E, 616.99 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN 100 FOOT WIDE ELECTRICAL EASEMENT DESCRIBED IN BOOK 2665 AT PAGE 715 IN THE RECORDS OF EL PASO COUNTY, COLORADO, AND THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION;  
THENCE N38°22'41"E ALONG SAID NORTHWESTERLY LINE 599.42 FEET;  
THENCE S51°37'19"E A DISTANCE OF 325.00 FEET;  
THENCE S38°22'41"W A DISTANCE OF 409.86 FEET;  
THENCE N51°37'19"W A DISTANCE OF 159.00 FEET;  
THENCE S79°35'13"W A DISTANCE OF 251.97 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 148,938 S.F. (3.412 ACRES MORE OR LESS).

PREPARED BY:

VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966  
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC  
20 BOULDER CRESCENT, SUITE 110  
COLORADO SPRINGS, CO 80903

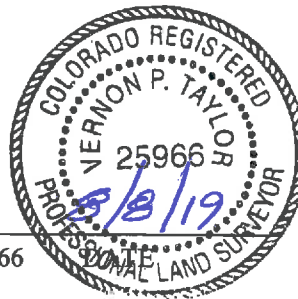
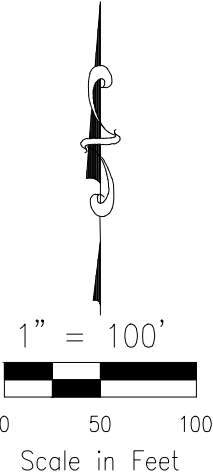
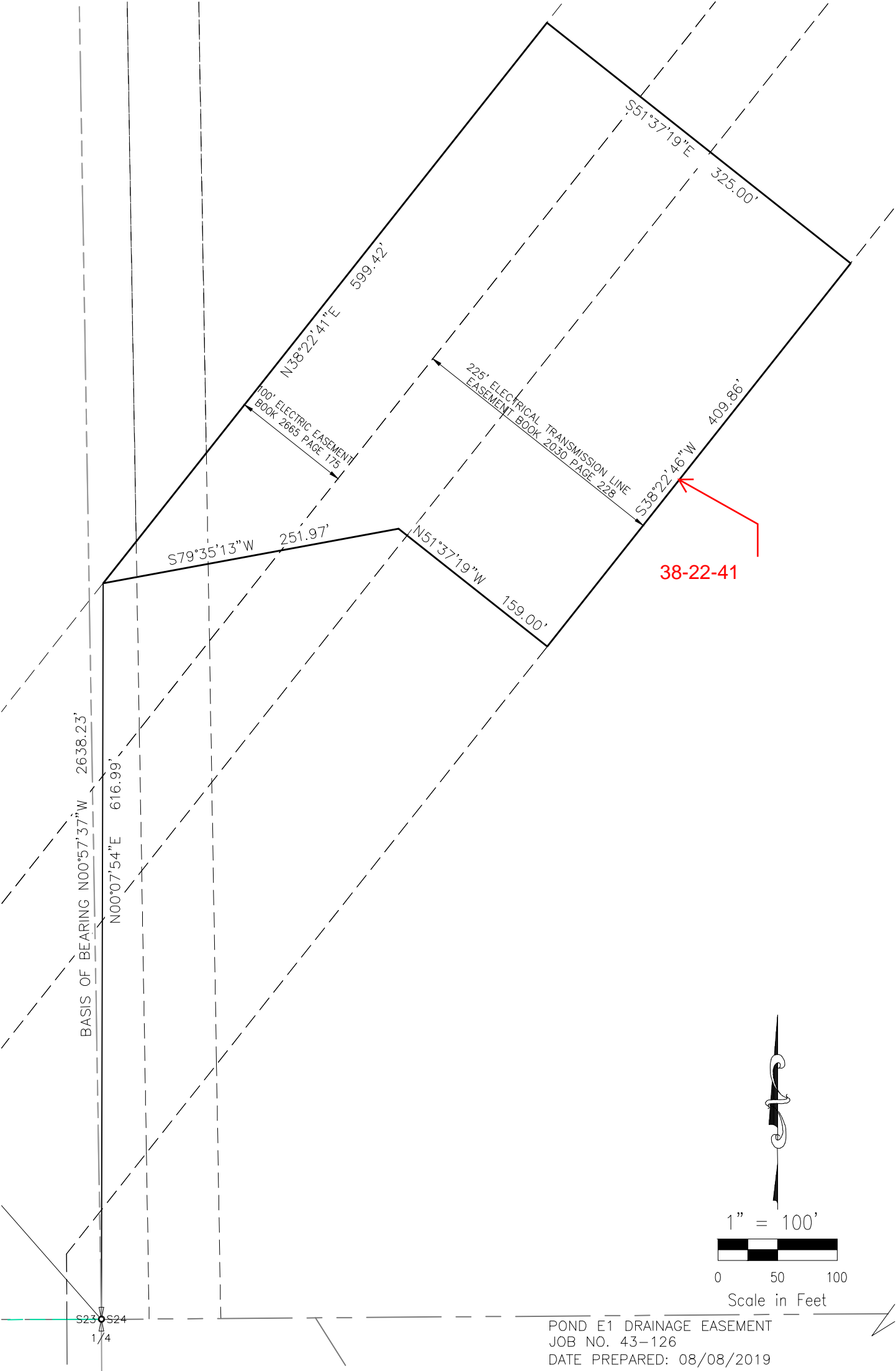


EXHIBIT "C"  
POND E1 DRAINAGE EASEMENT



- NOTES:**
1. THIS SKETCH IS INTENDED FOR LEGAL DESCRIPTION CLARIFICATION ONLY.
  2. IT IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY PLAT.
  3. IT IS NOT INTENDED TO REPRESENT AN IMPROVEMENT LOCATION SURVEY PLAT.

POND E1 DRAINAGE EASEMENT  
JOB NO. 43-126  
DATE PREPARED: 08/08/2019



102 E. PIKES PEAK AVE. #500  
COLORADO SPRINGS, CO 80903  
PHONE: 719.955.5485



102 E. Pikes Peak Ave. #500  
Colorado Springs, CO 80903  
Mail to: PO Box 1360  
Colorado Springs, CO 80901  
719.955.5485

**August 8, 2019**  
**POND E2 DRAINAGE EASEMENT**

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) SECTION 23, MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 13, 14, 23 AND 24 WITH A 3.25 INCH ALUMINUM CAP STAMPED "T15S R65W S14 S13 S23 S24 LS 16109" AND AT THE QUARTER CORNER COMMON TO SECTIONS 23 AND 24 WITH A 3.25 INCH ALUMINUM CAP STAMPED "T15S R65W 1/4 COR S23 S24 PLS 31161", SAID LINE IS ASSUMED TO BEAR N00°57'42"W, 2638.33 FEET;

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 23 AND 24;  
THENCE N41°19'09"W, 1232.06 FEET TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION;  
THENCE S73°47'30"W A DISTANCE OF 133.83 FEET;  
THENCE S53°06'24"W A DISTANCE OF 136.56 FEET;  
THENCE N51°52'51"W A DISTANCE OF 277.89 FEET;  
THENCE N31°55'05"E A DISTANCE OF 75.00 FEET;  
THENCE N11°17'09"E A DISTANCE OF 25.00 FEET;  
THENCE S88°27'50"E A DISTANCE OF 259.49 FEET;  
THENCE S14°35'06"E A DISTANCE OF 140.72 FEET;  
THENCE N73°47'30"E A DISTANCE OF 111.17 FEET;  
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 02°53'42", THE CHORD OF WHICH BEARS S19°53'01"E, 30.66 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 61,584 S.F. (1.414 ACRES MORE OR LESS).

PREPARED BY:

A handwritten signature in blue ink, reading 'Vernon P. Taylor', is written over a horizontal line.

VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966  
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC  
20 BOULDER CRESCENT, SUITE 110  
COLORADO SPRINGS, CO 80903

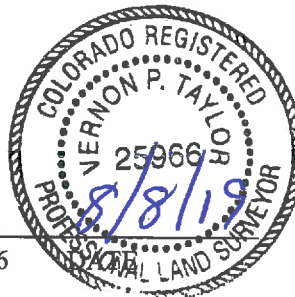
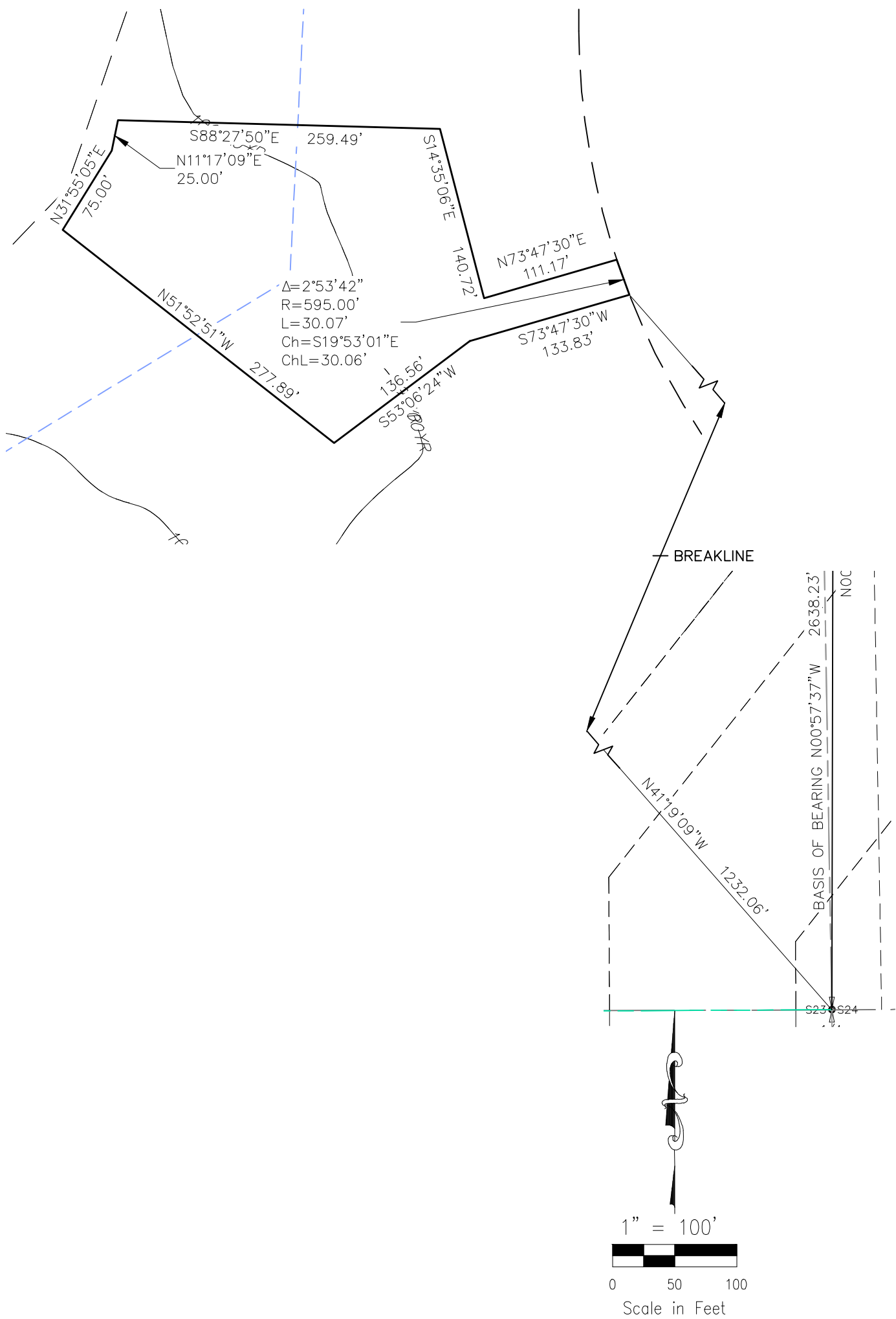


EXHIBIT "C"  
POND E2 DRAINAGE EASEMENT



**NOTES:**

1. THIS SKETCH IS INTENDED FOR LEGAL DESCRIPTION CLARIFICATION ONLY.
2. IT IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY PLAT.
3. IT IS NOT INTENDED TO REPRESENT AN IMPROVEMENT LOCATION SURVEY PLAT.

POND E2 DRAINAGE EASEMENT  
JOB NO. 43-126  
DATE PREPARED: 08/08/2019



102 E. PIKES PEAK AVE. #500  
COLORADO SPRINGS, CO 80903  
PHONE: 719.955.5485