

**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 (hereinafter “Board” or “County”), Lorson Ranch Metropolitan District (hereinafter “Metro District”), Love In Action (the Metro District and Love In Action, hereinafter collectively, “Developer” or “Owner”). 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 Lorson Ranch; and

B. WHEREAS, Developer is the owner of certain real estate (the Subdivision Property) in El Paso County, Colorado, which Subdivision 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 Subdivision Property a subdivision to be known as The Ridge at Lorson Ranch Filing No.1 and has submitted an Early Grading Permit (EGP) application in connection therewith; and

D. WHEREAS, the development of this Subdivision Property will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Subdivision 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 one detention basin/stormwater quality BMP(s) ("Pond F water quality basin") 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 basins; and

J. WHEREAS, Developer desires to construct the detention basins on property that is or will be platted as The Ridge at Lorson Ranch Filing No. 1 as depicted on Exhibit B attached hereto; and

K. WHEREAS, Developer shall be charged with the duty of constructing Pond F water quality basin and the Metro District shall be charged with the duties of operating, maintaining and repairing the water quality basin on the property described in Exhibit A; 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 EGP on the Developer's promise to so construct the 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 EGP 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 EGP upon the grant herein of a perpetual Easement over the property described in Exhibit A 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 agrees that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit A attached hereto, and that this entire Agreement and the performance thereof shall be binding upon themselves and their respective successors and assigns.
3. Construction: Developer shall construct on the property described in Exhibit B attached hereto and incorporated herein by this reference Pond F water quality basin. Developer shall not commence construction of the Pond F water quality basin 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 F water quality basin 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 Pond F water quality basin shall be substantially completed within one (1) year (defined as 365 days), which one-year period will commence to run on the date the Erosion and Stormwater Quality Control Permit is issued. Rough grading of the Pond F water quality basin 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 F water quality basin, 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 in the Pond F water quality basin.

5. Creation of Easement: Owner hereby grants the County and the Metro District a non-exclusive perpetual easement upon and across the property described in Exhibit A. The purpose of the easement is to allow the County and the Metro District to access, inspect, clean, repair and maintain the Pond F water quality basin; 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 Pond F water quality basin

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the Pond F water quality basin 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 Pond F water quality basin needs to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problems. Should the responsible parties fail to correct the specified problems, the County may enter upon the property described in Exhibit A to so correct the specified problems. 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: The Developer and the Metro District agree and covenant, for themselves, their respective successors and assigns, that they will reimburse the County for its actual costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the Pond F water quality basin 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 EGP approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. After recording of the final plat(s) of the subdivision, conveyance of the tracts within which Pond F water quality basin lies from the 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 Pond F water quality basin ), and recording of a deed for the same.

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 and 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 F water quality basin, 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, the Owner, 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 F water quality basin 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 be joint and several but shall only continue until such time as the Final Plat as

described in Paragraph C of the Recitals set forth above is recorded and the Developer completes the construction of the detention basins 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 conveyance by deed of the Pond F water quality basin tract to the Metro District as required by Paragraph 8 above.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 30th day of November, 2021, by:

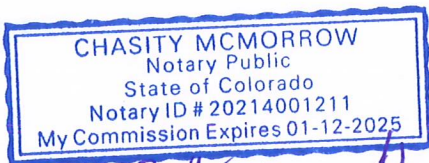
Love in Action

By: [Signature]  
Jeff Mark, Authorized signing Agent

The foregoing instrument was acknowledged before me this 30 day of November, 2021, by Jeff Mark, Authorized signing Agent for Love In Action

Witness my hand and official seal.

My commission expires: 01-12-2025



[Signature]  
Notary Public

Executed this 30th day of November, 2021, by:

LORSON RANCH METROPOLITAN DISTRICT

By: [Signature]  
Jeff Mark, President

Attest:  
By: [Signature]

The foregoing instrument was acknowledged before me this 30 day of November,  
2021, by Jeff Mark, President, LORSON RANCH METROPOLITAN DISTRICT, as attested by  
Chasity McMorrow as Director.

Witness my hand and official seal.

My commission expires: 01.12.2025

Chasity McMorrow

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 – Land Description

### **THE RIDGE AT LORSON RANCH BOUNDARY SE 1/4 SECTION 13 AND NE 1/4 SECTION 24**

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 13 AND THE NORTHEAST QUARTER (NE 1/4) OF SECTION 24, T15S, R65W OF THE 6th P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE EAST-WEST CENTERLINE OF SAID SECTION 13 AND THE EASTERLY LINE OF THE 100 FOOT WIDE "TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION INC. EASEMENT" AS RECORDED IN BOOK 2665 AT PAGE 715 AND IN BOOK 2846 AT PAGE 719 OF THE EL PASO COUNTY RECORDS FROM WHENCE THE CENTER QUARTER OF SAID SECTION 13 BEARS S89°31'44"W A DISTANCE OF 1,236.86 FEET;  
THENCE N89°31'44"E ALONG SAID CENTERLINE A DISTANCE OF 1,424.38 FEET TO THE NORTHEAST CORNER OF AFORESAID SOUTHEAST QUARTER (SE 1/4) SECTION 13;  
THENCE S00°13'35"E ALONG THE EASTERLY LINE THEREOF A DISTANCE OF 2,616.98 FEET TO THE SECTION CORNER COMMON TO SECTIONS 13 AND 24, T15S, R65W OF THE 6th P.M. AND SECTIONS 18 AND 19, T15S, R64W OF THE 6th P.M.;  
THENCE S00°11'19"E ALONG THE EASTERLY LINE OF AFORESAID NORTHEAST QUARTER (NE 1/4) SECTION 24 A DISTANCE OF 2,011.91 FEET  
THENCE S89°25'43"W A DISTANCE OF 380.07 FEET;  
THENCE S00°34'17"E A DISTANCE OF 76.83 FEET;  
THENCE S89°25'43"W A DISTANCE OF 46.97 FEET;  
THENCE N60°34'17"W A DISTANCE OF 40.00 FEET;  
THENCE S89°25'43"W A DISTANCE OF 787.32 FEET;  
THENCE S61°29'50"W A DISTANCE OF 40.94 FEET;  
THENCE N88°30'10"W A DISTANCE OF 44.27 FEET  
THENCE N58°30'10"W A DISTANCE OF 41.38 FEET TO A NON-TANGENT CURVE;  
THENCE 319.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 17°45'40", THE CHORD OF 318.01 FEET BEARS N76°23'53"W TO A POINT OF TANGENT;  
THENCE N67°31'03"W A DISTANCE OF 663.92 FEET TO A POINT OF CURVE;  
THENCE 189.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 10°32'56", THE CHORD OF 189.37 FEET BEARS N62°14'35"W;  
THENCE N58°24'55"W, NON-TANGENT TO THE PREVIOUS COURSE, 79.22 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WALLEYE DRIVE AS SHOWN ON THE PLAT OF "THE HILLS AT LORSON RANCH FILING NO 1" AS RECORDED UNDER RECEPTION NO. \_\_\_\_\_ IN THE EL PASO COUNTY, COLORADO RECORDS;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWENTY-SIX (26) COURSES:

- 1) THENCE N33°01'53"E A DISTANCE OF 64.00 FEET;
- 2) THENCE N13°07'56"W A DISTANCE OF 27.70 FEET;
- 3) THENCE N30°42'15"E A DISTANCE OF 26.72 FEET TO A POINT OF CURVE;
- 4) THENCE 90.69 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 632.00 FEET, A CENTRAL ANGLE OF 8°13'18", THE CHORD OF 90.61 FEET BEARS N26°35'36"E TO A POINT OF TANGENT;
- 5) THENCE N22°28'57"E A DISTANCE OF 349.86 FEET TO A POINT OF CURVE;
- 6) THENCE 62.79 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,032.00 FEET, A CENTRAL ANGLE OF 3°29'10", THE CHORD OF 62.78 FEET BEARS N20°44'22"E TO A POINT OF TANGENT;
- 7) THENCE N18°59'47"E A DISTANCE OF 134.57 FEET;
- 8) THENCE N61°45'15"E A DISTANCE OF 29.46 FEET;
- 9) THENCE N18°59'47"E A DISTANCE OF 50.00 FEET;
- 10) THENCE N23°45'41"W A DISTANCE OF 29.46 FEET;
- 11) THENCE N18°59'47"E A DISTANCE OF 396.74 FEET;
- 12) THENCE N61°45'15"E A DISTANCE OF 29.46 FEET;

- 13) THENCE N18°59'47"E A DISTANCE OF 50.00 FEET;
- 14) THENCE N23°45'41"W A DISTANCE OF 29.46 FEET;
- 15) THENCE N18°59'47"E A DISTANCE OF 307.87 FEET;
- 16) THENCE N23°17'08"E A DISTANCE OF 106.97 FEET;
- 17) THENCE N18°59'47"E A DISTANCE OF 119.41 FEET;
- 18) THENCE N63°59'47"E A DISTANCE OF 25.46 FEET;
- 19) THENCE N18°59'47"E A DISTANCE OF 93.91 FEET;
- 20) THENCE N26°00'13"W A DISTANCE OF 36.77 FEET;
- 21) THENCE N18°59'47"E A DISTANCE OF 567.87 FEET;
- 22) THENCE N61°35'11"E A DISTANCE OF 30.06 FEET;
- 23) THENCE N18°59'47"E A DISTANCE OF 50.00 FEET;
- 24) THENCE N23°47'26"W A DISTANCE OF 29.39 FEET TO A NON-TANGENT CURVE;
- 25) THENCE 267.95 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 868.00 FEET, A CENTRAL ANGLE OF 17°41'14", THE CHORD OF 266.89 FEET BEARS N29°32'04"E TO A POINT OF TANGENT;
- 26) THENCE N38°22'41"E A DISTANCE OF 159.73 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF GRAYLING DRIVE AS SHOWN ON THE AFORESAID PLAT OF "THE HILLS AT LORSON RANCH FILING NO 1";

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING ELEVEN (11) COURSES:

- 1) THENCE N51°37'19"W A DISTANCE OF 62.00 FEET;
- 2) THENCE S83°22'41"W A DISTANCE OF 33.94 FEET;
- 3) THENCE N51°37'19"W A DISTANCE OF 94.90 FEET TO A POINT OF CURVE;
- 4) THENCE 141.30 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 12°51'04", THE CHORD OF 141.01 FEET BEARS N58°02'51"W TO A POINT OF TANGENT;
- 5) THENCE N64°28'23"W A DISTANCE OF 56.25 FEET;
- 6) THENCE N27°31'10"W A DISTANCE OF 33.27 FEET;
- 7) THENCE N64°28'23"W A DISTANCE OF 50.00 FEET;
- 8) THENCE S78°34'24"W A DISTANCE OF 33.27 FEET;
- 9) THENCE N64°28'23"W A DISTANCE OF 122.30 FEET TO A POINT OF CURVE;
- 10) THENCE 210.78 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 12°27'02", THE CHORD OF 210.37 FEET BEARS N58°14'52"W TO A POINT OF TANGENT;
- 11) THENCE N52°01'21"W A DISTANCE OF 85.54 FEET TO THE AFORESAID EASTERLY LINE OF THE 100 FOOT WIDE "TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION INC. EASEMENT";

THENCE N38°22'41"E ALONG SAID WESTERLY LINE, 1,158.91 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 8,993,976 SQUARE FEET (206.473 ACRES, MORE OR LESS).

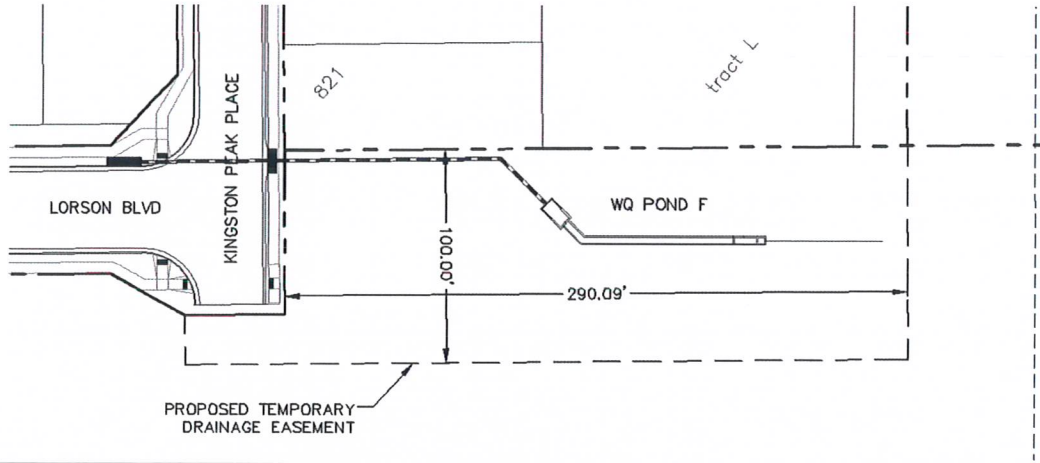
BASIS OF BEARINGS:

THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 13, T15S, R65W OF THE 6th P.M. AS MONUMENTED AT THE CENTER QUARTER OF SAID SECTION 13 WITH A NO. 6 REBAR AND 3.25" ALUMINUM CAP STAMPED "NOLTE, T15S R65W, C1/4 S13, 2005, PLS 23044" AND AT THE QUARTER CORNER COMMON TO SECTION 13 AND SECTION 18, T15S, R64W WITH A NO. 6 REBAR AND 3.25" ALUMINUM CAP STAMPED "JR ENG LTD, T15S, R65W R64W, 1/4, S13 \ S18, 2002, RLS 31161", SAID LINE BEARS N89°31'44"E A DISTANCE OF 2663.24 FEET.

PREPARED BY:

VERNON P. TAYLOR, COLORADO PLS NO. 25966      DATE  
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC

# Exhibit B – Pond Locations & Legal Description



**THE RIDGE AT LORSON RANCH FILING NO. 1  
 TEMPORARY DRAINAGE EASEMENT  
 EXHIBIT "B"**

A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 24, T15S, R65W OF THE 6th P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE QUARTER SECTION CORNER COMMON TO SECTION 24, T15S, R65W AND SECTION 19, T15S, R64W OF THE 6th P.M., EL PASO COUNTY, COLORADO;  
 THENCE N09°37'56"W A DISTANCE OF 544.25 FEET TO THE POINT OF BEGINNING;

THENCE S89°25'43"W A DISTANCE OF 337.07 FEET;  
 THENCE N00°34'17"W A DISTANCE OF 23.17 FEET;  
 THENCE N89°25'43"E A DISTANCE OF 46.97 FEET;  
 THENCE N00°34'17"W A DISTANCE OF 76.83 FEET;  
 THENCE N89°25'43"E A DISTANCE OF 290.10 FEET;  
 THENCE S00°34'17"E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 30,098 SQUARE FEET (0.691 ACRES, MORE OR LESS).

**BASIS OF BEARINGS:**

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 24, T15S, R65W OF THE 6th P.M., MONUMENTED AT THE QUARTER CORNER COMMON TO SECTION 24, T15S, R65W AND SECTION 19, T15S, R64W WITH A NO. 6 REBAR AND 3.25" ALUMINUM CAP STAMPED "JR ENG LTD, T15S, R65W R64W, 1/4, S24 | S19, 2002, RLS 31161" AND AT THE SECTION CORNER COMMON TO SECTIONS 13 AND 24, T15S, R65W OF THE 6th P.M. AND SECTIONS 18 AND 19, T15S, R64W OF THE 6th P.M. WITH A NO. 6 REBAR AND 3.25" ALUMINUM CAP STAMPED "JR ENG LTD, T15S, R65W R64W, S13 | S18-S24 | S19, 2002, RLS 31161", SAID LINE BEARS N00°11'19"W A DISTANCE OF 2,649.38 FEET.

PREPARED BY:

  
 VERNON P. TAYLOR, COLORADO PLS NO. 25966  
 FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC

11/09/2021  
 DATE



## Exhibit C – Pond Operations and Maintenance Manual