### PRIVATE DETENTION BASIN / STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT

### (SF-20-XXX) SF-20-027

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 **Forest Lakes Metropolitan District**, a quasimunicipal 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, Developer is the owner of certain real estate (the Property or Subdivision) in El Paso County, Colorado, which Property is legally described in <u>Exhibit A</u> attached hereto and incorporated herein by this reference; and

B. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as **Forest Lakes Filing No. 6** and

C. 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

D. WHEREAS, Chapter 8, Section 8.4.5 of the El Paso County <u>Land Development Code</u>, 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

E. 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

F. WHEREAS, Section 2.9 of the El Paso County <u>Drainage Criteria Manual</u> provides for a developer's promise to maintain a subdivision's drainage facilities in the event the County does not assume such responsibility; and

G. 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

H. WHEREAS, Developer desires to construct for the subdivision one 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

I. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that will be platted as  $\underline{Tract D}$ , and as set forth on  $\underline{Exhibit B}$  attached hereto; and

J. WHEREAS, Developer shall be charged with the duty of constructing the detention basin/BMP(s) and the Association shall be charged in the Subdivision's Covenants with the duties of operating, maintaining and repairing all common areas and common structures within the Subdivision, including the detention basin/BMP(s) on the Property described in Exhibit B and

K. WHEREAS, it is the County's experience that subdivision developers and metro districts 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

L. 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 homeowners' associations 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

M. 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

N. 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

O. 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

P. WHEREAS, given that the Metro District could potentially avoid liability hereunder by dissolving and reforming as a different entity, and given the difficulties inherent in collecting an unsecured promise, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer's creation, by and through this Agreement, of a covenant running with the land upon each and every lot in the Subdivision.

### Agreement

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

1. <u>Incorporation of Recitals</u>: The Parties incorporate the Recitals above into this Agreement.

2. <u>Covenants Running with the Land and Pro Rata Liability upon Individual Lot Owners</u>: Developer and the Association agree that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in <u>Exhibit A</u> attached hereto, and that this entire Agreement and the performance thereof shall be binding upon themselves, their respective successors and assigns, including individual lot owners within the Subdivision.

However, any liability imposed under this Agreement against an individual lot owner shall not be joint and several with the Developer and the Association, but shall be pro rated on a per-lot basis as determined by the following formula and illustration: each individual lot owner(s) shall be liable for no more than the total monetary amount of liability multiplied by a fraction in which the numerator is the number of lots in the Subdivision owned by a particular lot owner, and the denominator is the total number of lots in the Subdivision. As to any lot(s) owned by more than one person or entity, the liability among co-owners shall be joint and several for the pro rata obligation of that lot. The application of this Paragraph is best illustrated by the following example. Assume the following parameters: total liability is \$10,000; total number of lots in the Subdivision is 100; Lot 1 is owned by persons A and B; person B also owns Lot 2. Liability is as follows: the Developer, \$10,000; the Association, \$10,000; Lot 1 is \$100.00, joint and several as to A and B, Lot 2 is \$100.00 owed solely by B. Thus person A's total liability is \$100.00 and person B's is \$200.00. Applying the principle that the County cannot collect more than it is owed, and assuming that the County cannot collect anything from the Developer and the Association, if the County collected the whole \$200.00 from B, then it could not collect the \$100.00 from A. Likewise, if the County collected the \$100.00 from A, then it could only collect \$100.00 from В.

3. <u>Construction</u>: Developer shall construct on that portion of the Property described in <u>Exhibits B and C</u> attached hereto and incorporated herein by this reference, 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 DSD. 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.

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 the Association and their respective successors and assigns, including individual lot owners in the Subdivision, 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. The scope of liability therefor of the Developer, the Association, and the individual lot owners shall be as set forth in Paragraph Two (2) above.

4. <u>Maintenance</u>: The Developer and the Association agree for themselves, their respective successors and assigns, including individual lot owners within the Subdivision, that they will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), and otherwise keep the same in good repair, all at their 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. <u>Creation of Easement</u>: Developer and the Association hereby grant the County a nonexclusive perpetual easement upon and across that portion of the Property described in <u>Exhibits B</u>. The purpose of the easement is to allow the County 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. <u>County's Rights and Obligations</u>: 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 Association and their respective successors and assigns, including the individual lot owners within the Subdivision, 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. <u>Reimbursement of County's Costs / Covenant Running With the Land</u>: The Developer and the Association agree and covenant, for themselves, their respective successors and assigns, including individual lot owners within the Subdivision, 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; however, the obligation and liability of the Developer hereunder shall only continue until such time as the Developer transfers the entire management and operation of the Association to the individual lot owners within the Subdivision. Notwithstanding the previous sentence, the Association and the individual lot owners within the Subdivision shall always remain obligated and liable hereunder, and as per the provisions of Paragraph Two (2) above.

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. The scope of liability therefor of the Developer, the Association, and the individual lot owners shall be as set forth in Paragraph Two (2) above.

8. <u>Contingencies of Subdivision Approval</u>: Developer's and the Association'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. The County's receipt of a copy of the Articles of Incorporation for the Association, as filed with the Colorado Secretary of State; receipt of the Certificate of Incorporation or other comparable proof for the same from the Colorado Secretary of State; a copy of the Bylaws of the Association; a copy of the organizational minutes or other appropriate document of the Association, properly executed and attested, establishing that the Association has adopted this Agreement as an obligation of the Association; and
- b. A copy of the Covenants of the Subdivision establishing that the Association is obligated to inspect, clean, maintain, and repair the detention basin/BMP(s); that the Association has adopted this Agreement as an obligation of the Association; and that a funding mechanism is in place whereby individual lot owners within the Subdivision pay a regular fee to the Association for, among other matters, the inspection, cleaning, maintenance, and repair of the detention basin/BMP(s); and
- c. A copy of the Covenants of the Subdivision establishing that this Agreement is incorporated into the Covenants, and that such Agreement touches and concerns each and every lot within the Subdivision.

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. <u>Distribution to Lot Purchasers</u>: Upon the initial sale of any lot within the Subdivision, prior to closing on such sale, the Developer shall give a copy of this Agreement to the potential Buyer.

10. <u>Agreement Monitored by El Paso County Planning and Community Development</u> <u>Department and/or El Paso County Department of Public Works</u>: 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.

11. Indemnification and Hold Harmless: To the extent authorized by law, Developer and the Association agree, for themselves, their respective successors and assigns, including the individual lot owners in the Subdivision, 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. However, the obligation and liability of the Developer hereunder shall only continue until such time as the Developer transfers the entire management and operation of the Association to the individual lot owners within the Subdivision.

12. <u>Severability:</u> 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.

13. <u>Third Parties:</u> 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 Association, or their respective successors and assigns, including any individual lot owners in the Subdivision, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

14. <u>Solid Waste or Hazardous Materials</u>: 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 Association 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 Association, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

15. <u>Applicable Law and Venue</u>: 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.

IN WITNESS WHEREOF, the Parties affix their signatures below.
Executed this day of, 20, by:
FLRD#2
By: Manager
The foregoing instrument was acknowledged before me this day of, 20, by Manager, FLRD #2, LLC.
Witness my hand and official seal.
My commission expires:
Notary Public
Executed this day of, 20, by:
FOREST LAKES METROPOLITAN DISTRICT, a quasi-municipal corporation.
By: Doug StimpleBoard Member
The foregoing instrument was acknowledged before me this day of,
20, by Doug Stimple , FOREST LAKES METROPOLITAN DISTRICT, a Colorado nonprofit corporation.

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 \_\_\_\_\_, 2020, 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"

1175.60-02

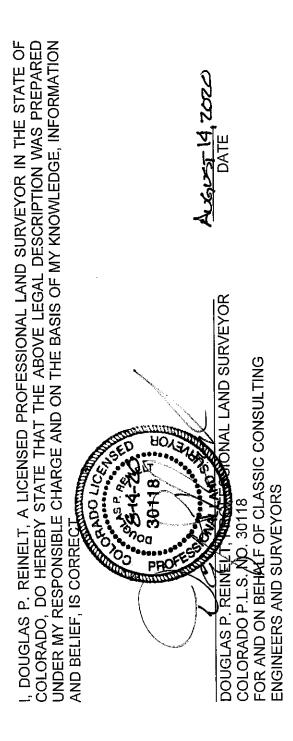
CLASSIC CONSULTING	JOB NO. 1175.60-02 AUGUST 14, 2020 PAGE 1 OF 3
619 N. Cascade Avenue, Suite 200 (719) 785-0790 Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)	
LEGAL DESCRIPTION: FOREST LAKES FILING NO. 6	
(2) TWO PARCELS OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, AND THE SOUTHEAST QUARTER OF SECTION 29 ALL IN TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:	NUARTER OF SECTION 11 SOUTH, RANGE 67 ORADO, BEING MORE
BASIS OF BEARINGS: A PORTION OF THE NORTHERLY BOUNDARY OF FOREST LAKES FILING NO. 1 RECORDED UNDER RECEPTION NO. 206712407 RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT BOTH ENDS BY A NO. 4 REBAR AND RED PLASTIC SURVEYORS CAP STAMPED "ROCKWELL PLS 19586" ASSUMED TO BEAR N89°29'26"E, A DISTANCE OF 3103.31 FEET.	-OREST LAKES FILING 2407 RECORDS OF EL ED AT BOTH ENDS BY (ORS CAP STAMPED 9°29'26"E, A DISTANCE
PARCEL 1	
TRACT B AS PLATTED IN FOREST LAKES FILING NO. 5 RECORDED UI 220714540 RECORDS OF EL PASO COUNTY, COLORADO.	5 RECORDED UNDER RECEPTION NO. DO.
CONTAINING A CALCULATED AREA OF 1.716 ACRES.	
PARCEL 2	
COMMENCING AT THE NORTHWESTERLY CORNER OF FOREST LAKES FILING NO. 1 RECORDED UNDER RECEPTION NO. 206712407, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING;	LAKES FILING NO. 1 COUNTY, COLORADO, RTER OF SECTION 28, MERIDIAN, EL PASO
THENCE, ON THE WESTERLY BOUNDARY OF SAID FOREST LAKES FOLLOWING (9) NINE COURSES:	S FILING NO. 1, THE
<ol> <li>S04°27'43"E, A DISTANCE OF 339.79 FEET;</li> <li>S38°59'42"W, A DISTANCE OF 180.21 FEET TO A POINT ON CURV.</li> <li>ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEAR A DELTA OF 01°06'06", A RADIUS OF 370.00 FEET AND A DISTAN DOINT OF DEVIDED CURVE.</li> </ol>	E; S N21°35'30"E, HAVING CE OF 7.11 FEET TO A
4. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 3 330.00 FEET AND A DISTANCE OF 181.01 FEET TO A POINT OF R 5. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 3	31°25'41", A RADIUS OF EVERSE CURVE; 2°16'24", A RADIUS OF
<ul> <li>120.00 FEET AND A DISTANCE OF 67.59 FEET TO A POINT OF TA</li> <li>S70°21'22"E, A DISTANCE OF 52.28 FEET TO A POINT OF CURVE</li> <li>ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 2</li> <li>215.00 FEET AND A DISTANCE OF 103.25 FEET TO A POINT OF T</li> </ul>	NGENT; ; ?7°30'55", A RADIUS OF ANGENT;
<ol> <li>8. \$42°50'27"E, A DISTANCE OF 31.85 FEET TO A POINT ON CURVE;</li> <li>9. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N47°10'02"E, HAVING A DELTA OF 47°22'46", A RADIUS OF 110.00 FEET AND A DISTANCE OF 90.96 FEET TO A POINT ON CURVE SAID POINT BEING ON THE NORTHERLY BOUNDARY OF FOREST LAKES FILING NO. 5 RECORDED UNDER RECEPTION NO. 220714540;</li> </ol>	S N47°10'02"E,HAVING CE OF 90.96 FEET TO A DUNDARY OF FOREST 4540;
THENCE ON THE NORTHERLY, EASTERLY AND WESTERLY BOUNDARY LAKES FILING NO. 5, THE FOLLOWING (10) TEN COURSES:	ARY OF SAID FOREST
<ol> <li>S89°46'48"W, A DISTANCE OF 183.07 FEET TO A POINT OF CURVE;</li> <li>ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 44°35'14", 170.00 FEET AND A DISTANCE OF 132.29 FEET TO A POINT OF REVERSE</li> <li>ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 68°49'01", 610.00 FEET AND A DISTANCE OF 732.66 FEET TO A POINT OF REVERSE</li> <li>ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 68°49'01", 610.00 FEET AND A DISTANCE OF 732.66 FEET TO A POINT OF REVERSE</li> <li>ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 05°11'19", 2970.00 FEET AND A DISTANCE OF 268.96 FEET TO A POINT ON CURVE;</li> </ol>	E; 14°35'14", A RADIUS OF EVERSE CURVE; 8°49'01", A RADIUS OF EVERSE CURVE; 55°11'19", A RADIUS OF CURVE;

<ul> <li>INTRACTOR AND ADSTANCE OF 456 OF EACT ADDR. TO ADDR.</li></ul>
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CONTAINING A CALCULATED AREA OF 79.168 ACRES

# CONTAINING A TOTAL CALCULATED AREA OF 80.884 ACRES.

# LEGAL DESCRIPTION STATEMENT:



### EXHIBIT "B"

Tract D Forest Lakes Filing No. 6

KNOW ALL MEN BY THESE PRESENTS:	
THAT FLRD #2, LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:	
LEGAL DESCRIPTION: TRACT B AS PLATTED IN FOREST LAKES FILING NO. 5 RECORDED UNDER RECEPTION NO. 220714540 RECORDS OF EL PASO COUNTY, COLORADO. CONTAINING A CALCULATED AREA OF 1.716 ACRES	A REPLAT UNDER RI TOGETHI
TOGETHER WITH A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28 AND THE SOUTHEAST QUARTER OF SECTION 29 ALL IN TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:	AND THE RANGE 67 N ACCEPTANCE CERTIF
BASIS OF BEARINGS: A PORTION OF THE NORTHERLY BOUNDARY OF FOREST LAKES FILING NO. 1 RECORDED UNDER RECEPTION NO. 206712407 RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT BOTH ENDS BY A NO. 4 REBAR AND RED PLASTIC SURVEYORS CAP STAMPED "ROCKWELL PLS 19586" ASSUMED TO BEAR N89*29'26"E, A DISTANCE OF 3103.31 FEET.	THE DEDICATION OF TRACT HEREBY ACCEPTED FOR OV METROPOLITAN DISTRICT. BY: AS
COMMENCING AT THE NORTHWESTERLY CORNER OF FOREST LAKES FILING NO. 1 RECORDED UNDER RECEPTION NO. 206712407, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING;	OF FOREST LAKES METROPOL STATE OF COLORADO ) ) ss
THENCE, ON THE WESTERLY BOUNDARY OF SAID FOREST LAKES FILING NO. 1, THE FOLLOWING (9) NINE COURSES:	COUNTY OF EL PASO ) THE FOREGOING INSTRUMENT OF AS
<ol> <li>S04*27'43"E, A DISTANCE OF 339.79 FEET;</li> <li>S38*59'42"W, A DISTANCE OF 180.21 FEET TO A POINT ON CURVE;</li> <li>ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N21*35'30"E, HAVING A DELTA OF 01*06'06", A RADIUS OF 370.00 FEET AND A DISTANCE OF 7.11 FEET TO A POINT OF REVERSE CURVE:</li> </ol>	WITNESS MY HAND AND OFFIC MY COMMISSION EXPIRES:
<ul> <li>CURVE;</li> <li>ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 31°25'41", A RADIUS OF 330.00 FEET AND A DISTANCE OF 181.01 FEET TO A POINT OF REVERSE CURVE;</li> <li>ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 32°16'24", A RADIUS OF 120.00 FEET AND A DISTANCE OF 67.59 FEET TO A POINT OF TANGENT;</li> <li>S70°21'22"E, A DISTANCE OF 52.28 FEET TO A POINT OF CURVE;</li> <li>ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 27°30'55", A RADIUS OF 215.00 FEET AND A DISTANCE OF 103.25 FEET TO A POINT OF TANGENT;</li> <li>S42°50'27"E, A DISTANCE OF 31.85 FEET TO A POINT ON CURVE;</li> <li>ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N47°10'02"E, HAVING A DELTA OF 47°22'46", A RADIUS OF 110.00 FEET AND A DISTANCE OF 90.96 FEET TO A POINT ON CURVE SAID POINT BEING ON THE NORTHERLY BOUNDARY OF FOREST LAKES FILING NO. 5 RECORDED UNDER RECEPTION NO. 220714540;</li> </ul>	OWNER'S CERTIFICATE: THE UNDERSIGNED, BEING ALL HOLDERS OF OTHER INTERESTS REPLATTED SAID LANDS INTO THE NAME AND SUBDIVISION OF PLATTED ARE HEREBY DEDICA AGREE THAT THE PUBLIC IMPE AND THAT PROPER DRAINAGE OWNER'S EXPENSE, ALL TO TH PASO COUNTY, COLORADO. UF DEDICATED WILL BECOME MATT EASEMENTS SHOWN HEREON A SYSTEMS AND OTHER PURPOS
THENCE ON THE NORTHERLY, EASTERLY AND WESTERLY BOUNDARY OF SAID FOREST LAKES FILING NO. 5, THE FOLLOWING (10) TEN COURSES: 1. S89°46'48"W, A DISTANCE OF 183.07 FEET TO A POINT OF CURVE;	THE SERVICES FOR WHICH THE PERPETUAL RIGHT OF INGRESS INSTALLATION, MAINTENANCE,
<ol> <li>ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 44°35'14", A RADIUS OF 170.00 FEET AND A DISTANCE OF 132.29 FEET TO A POINT OF REVERSE CURVE;</li> <li>ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 68°49'01", A RADIUS OF 610.00 FEET AND A DISTANCE OF 732.66 FEET TO A POINT OF REVERSE CURVE;</li> <li>ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 05°11'19", A RADIUS OF 2970.00</li> </ol>	OWNER: FLRD #2, LLC, A COLORADO L DAY OF
<ul> <li>FEET AND A DISTANCE OF 268.96 FEET TO A POINT ON CURVE;</li> <li>5. N19'15'40"W, A DISTANCE OF 195.00 FEET;</li> <li>6. S71'35'22"W, A DISTANCE OF 82.41 FEET;</li> <li>7. S73'15'37"W, A DISTANCE OF 79.43 FEET;</li> <li>8. S74'54'03"W, A DISTANCE OF 79.46 FEET;</li> </ul>	BY: FLRD #2, LLC A COLORADO LI
9. S14°22'43"E, A DISTANCE OF 180.00 FEET; 10. S14°17'53"E, A DISTANCE OF 90.00 FEET TO A POINT ON CURVE;	STATE OF COLORADO ) ) ss COUNTY OF EL PASO )
THENCE ON THE ARC OF CURVE TO THE RIGHT WHOSE CENTER BEARS N14'17'53"W HAVING A DELTA OF 02'49'14", A RADIUS OF 3045.00 FEET AND A DISTANCE OF 149.89 FEET TO A POINT OF TANGENT; THENCE S78'32'06"W, A DISTANCE OF 126.34 FEET; THENCE S11'27'54"E, A DISTANCE OF 120.00 FEET; THENCE S06'00'12"W, A DISTANCE OF 190.00 FEET;	THE FOREGOING INSTRUMENT , 20, A.D., E LLC, A COLORADO LIMITED LIA
THENCE S16'36'58"W, A DISTANCE OF 85.00 FEET; THENCE S35'54'31"W, A DISTANCE OF 123.00 FEET; THENCE S73'26'22"W, A DISTANCE OF 186.50 FEET;	WITNESS MY HAND AND OFFIC
THENCE S13°23'21"W, A DISTANCE OF 143.85 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 93°21'59", A RADIUS OF 345.00 FEET AND A DISTANCE OF 562.19 FEET TO A POINT OF TANGENT; THENCE N73°14'40"W, A DISTANCE OF 87.48 FEET;	GENERAL NOTES:
THENCE N47"10'45"W, A DISTANCE OF 60.00 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N47"10'45"W HAVING A DELTA OF 29"25'54", A RADIUS OF 270.00 FEET AND A DISTANCE OF 138.69 FEET TO A POINT OF TANGENT; THENCE N13"23'21"E, A DISTANCE OF 187.58 FEET;	<ol> <li>THE DATE OF PREPARATION</li> <li>THE TRACT OF LAND HEREIN SOUTHEAST QUARTER OF SEM MERIDIAN.</li> </ol>
THENCE N76°36'39"W, A DISTANCE OF 12.00 FEET; THENCE N13°23'21"E, A DISTANCE OF 112.00 FEET; THENCE N76°36'39"W, A DISTANCE OF 138.00 FEET; THENCE N13°23'21"E, A DISTANCE OF 72.42 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 22°26'27", A RADIUS OF 680.00	3. FLOODPLAIN STATEMENT: NO PORTION OF THIS SITE, F AS DETERMINED BY THE FLO 08041C0266G AND 08041C02
FEET AND A DISTANCE OF 266.33 FEET TO A POINT ON CURVE; THENCE N54"10'11"W, A DISTANCE OF 55.57 FEET; THENCE N80"01'15"W, A DISTANCE OF 99.34 FEET TO A POINT OF CURVE;	4. THE ADDRESSES ( ) EXH NOT THE LEGAL DESCRIPTION
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 29"11'30", A RADIUS OF 365.00 FEET AND A DISTANCE OF 185.96 FEET TO A POINT OF TANGENT; THENCE N50"49'45"W, A DISTANCE OF 148.00 FEET; THENCE N39"10'15"E, A DISTANCE OF 140.00 FEET TO A POINT ON CURVE;	<ol> <li>WATER SERVICE SHALL BE S</li> <li>SEWER SERVICE SHALL BE S</li> </ol>
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS \$39"10'15"W HAVING A DELTA OF 16"43'30", A RADIUS OF 325.00 FEET AND A DISTANCE OF 94.87 FEET TO A POINT OF TANGENT;	<ol> <li>ELECTRIC SERVICES SHALL B</li> <li>GAS SERVICES SHALL BE SU</li> </ol>
THENCE N67°33'15"W, A DISTANCE OF 216.00 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 40°00'20", A RADIUS OF 225.00 FEET AND A DISTANCE OF 157.10 FEET TO A POINT OF REVERSE CURVE;	9. FIRE PROTECTION BY THE TR
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 62°03'00", A RADIUS OF 175.00 FEET AND A DISTANCE OF 189.52 FEET TO A POINT ON CURVE; THENCE S00°24'05"W, A DISTANCE OF 5.00 FEET	10. ALL STRUCTURAL FOUNDATIC CURRENTLY LICENSED IN THE
THENCE N89'35'55"W, A DISTANCE OF 271.00 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 47'41'21", A RADIUS OF 525.00 FEET AND A DISTANCE OF 436.97 FEET TO A POINT ON CURVE; THENCE S47'17'16"E, A DISTANCE OF 170.00 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S47'17'16"E HAVING A DELTA	11. THE FOLLOWING REPORTS HA FINAL PLAT FOR THIS SUBDI' DEVELOPMENT DEPARTMENT: SOIL, GEOLOGY AND GEOLOGI REPORT; SUBDIVISION OR PR
OF 25°13'46", A RADIUS OF 355.00 FEET AND A DISTANCE OF 156.32 FEET TO A POINT ON CURVE; THENCE N72°31'01"W, A DISTANCE OF 170.00 FEET TO A POINT ON CURVE;	12. PRIOR TO THE ESTABLISHMEN PASO COUNTY.
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S72°31'01"E HAVING A DELTA OF 03°15'17", A RADIUS OF 525.00 FEET AND A DISTANCE OF 29.82 FEET TO A POINT ON CURVE; THENCE N75°46'18"W, A DISTANCE OF 581.80 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;	13. THIS SURVEY DOES NOT CON RECORD. FOR ALL INFORMA CLASSIC CONSULTING ENGINE COMMITMENTS FOR TITLE INS COMPANY, ORDER NO. 20055
THENCE NOO"13'11"E, ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 29, A DISTANCE OF 572.93 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 29; THENCE N89"40'43"E, ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 2638.56 FEET TO THE WEST QUARTER CORNER OF SECTION 28; THENCE N89"29'26"E, ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 A	14. ANY PERSON WHO KNOWINGL LAND BOUNDARY MONUMENT CRS 18-4-508.
THENCE N89°29'26"E, ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1718.18 FEET TO THE POINT OF BEGINNING.	15. TRACT A IS FOR OPEN SPAC SHALL BE OWNED AND MAIN SEPARATE INSTRUMENT.
CONTAINING A TOTAL CALCULATED AREA OF 80.884 ACRES.	16. TRACT B OPEN SPACE, TRAIL AND MAINTAINED BY THE FO INSTRUMENT.

FUDD FILE NO. \_\_\_\_\_

# FOREST LAKES FILING NO. 6

OF TRACT B AS PLATTED IN FOREST LAKES FILING NO. 5 RECORDED ECEPTION NO. 220714540 RECORDS OF EL PASO COUNTY, COLORADO THE SOUTHWEST QUARTER OF SECTION 28 A PORTION OF SOUTHEAST QUARTER OF SECTION 29, ALL IN TOWNSHIP 11 SOUTH, WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORÁDO

### ICATE FOR TRACTS

TS A, B, C AND D WITH USES STATED IN THE TRACT TABLE, ARE INERSHIP AND MAINTENANCE BY THE FOREST LAKES

TAN DISTRICT

WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY \_\_\_\_, 20\_\_, A.D. BY \_\_\_\_\_ ---- OF FOREST LAKES METROPOLITAN DISTRICT.

IAL SEAL.

### NOTARY PUBLIC

THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND S IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED, AND LOTS, STREETS, TRACTS AND EASEMENTS AS SHOWN HEREON UNDER OF FOREST LAKES FILING NO. 6. ALL PUBLIC IMPROVEMENTS SO TED TO PUBLIC USE AND SAID OWNER DOES HEREBY COVENANT AND ROVEMENTS WILL BE CONSTRUCTED TO EL PASO COUNTY STANDARDS AND EROSION CONTROL FOR SAME WILL BE PROVIDED AT SAID HE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS OF EL ON ACCEPTANCE BY RESOLUTION, ALL PUBLIC IMPROVEMENTS SO TERS OF MAINTENANCE BY EL PASO COUNTY, COLORADO. THE UTILITY RE HEREBY DEDICATED FOR PUBLIC UTILITIES AND COMMUNICATIONS ES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES.

IMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THE \_\_\_\_, 20\_\_\_, A.D.

MITED LIABILITY COMPANY

WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_ AS \_\_\_\_\_\_ OF FLRD #2, BILITY COMPANY

IAL SEAL

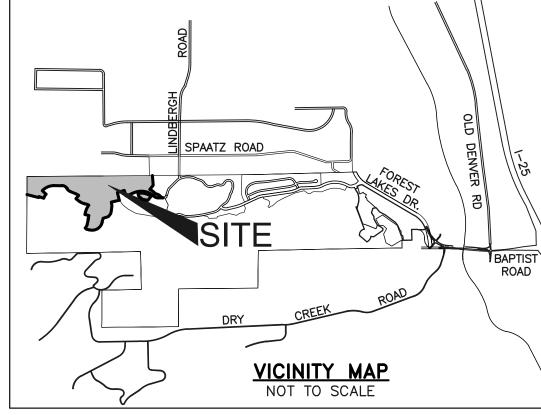
### NOTARY PUBLIC

AUGUST 14, 2020.

PLATTED LIES WITHIN THE SOUTHWEST QUARTER OF SECTION 28 AND THE CTION 29, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL

OREST LAKES FILING NO. 6. IS WITHIN A DESIGNATED F.E.M.A. FLOODPLAIN OD INSURANCE RATE MAP, MAP NUMBERS 08041C0258G, 08041C0259G, 267G, DATED DECEMBER 7, 2018. (ZONE X)

- BITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE AND ARE SUBJECT TO CHANGE.
- UPPLIED BY FOREST LAKES METROPOLITAN DISTRICT.
- UPPLIED BY FOREST LAKES METROPOLITAN DISTRICT.
- E SUPPLIED BY (MVEA) MOUNTAIN VIEW ELECTRIC ASSOCIATION.
- PPLIED BY BLACK HILLS ENERGY.
- I-LAKES MONUMENT FIRE PROTECTION DISTRICT.
- NS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER, STATE OF COLORADO.
- VE BEEN SUBMITTED IN ASSOCIATION WITH THE PRELIMINARY PLAN AND/OR VISION AND ARE ON FILE AT THE COUNTY PLANNING AND COMMUNITY TRANSPORTATION IMPACT ANALYSIS; PRELIMINARY/FINAL DRAINAGE REPORT; CAL HAZARD STUDY; WATER AVAILABILITY STUDY; NATURAL FEATURES OJECT PERCOLATION TEST RESULTS; EROSION CONTROL REPORT.
- NT OF ANY DRIVEWAY, AN ACCESS PERMIT MUST BE GRANTED BY THE EL
- ISTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OR TION REGARDING EASEMENTS, RIGHT-OF-WAY AND TITLE OF RECORD, ERS AND SURVEYORS AND THE SURVEYOR OF RECORD RELIED UPON URANCE ISSUED BY CAPSTONE TITLE, AGENT FOR STEWART TITLE GUARANTY 54 WITH AN EFFECTIVE DATE OF AUGUST 13, 2020 AT 8:00 A.M.
- LY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO
- TAINED BY THE FOREST LAKES METROPOLITAN DISTRICT TO BE CONVEYED BY
- S. PUBLIC UTILITIES. DRAINAGE AND WATER TANK AND SHALL BE OWNED REST LAKES METROPOLITAN DISTRICT TO BE CONVEYED BY SEPARATE



### GENERAL NOTES: (CONTINUED)

- 17. TRACT C IS FOR OPEN SPACE, TRAILS, MAILBOXES AND PARKING AND SHALL BE OWNED AND MAINTAINED BY THE FOREST LAKES METROPOLITAN DISTRICT TO BE CONVEYED BY SEPARATE INSTRUMENT. 18. TRACT D IS FOR OPEN SPACE, TRAILS, PUBLIC UTILITIES, DRAINAGE AND SHALL BE OWNED AND MAINTAINED
- BY THE FOREST LAKES METROPOLITAN DISTRICT TO BE CONVEYED BY SEPARATE INSTRUMENT.
- 19. ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGH THEIR PROPERTY. PUBLIC DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS UNLESS OTHERWISE INDICATED. STRUCTURES, FENCES, MATERIALS OR LANDSCAPING THAT COULD IMPEDE THE FLOW OR RUNOFF SHALL NOT BE PLACED IN THE DRAINAGE EASEMENTS.
- 20. 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 NO. OF THE CLERK AND RECORDED 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. THE 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.
- 21. ALL PROPERTY WITHIN THIS SUBDIVISION IS INCLUDED IN THE FOREST LAKES METROPOLITAN DISTRICT BY INSTRUMENTS RECORDED IN BOOK 5065 AT PAGE 1279 AND BOOK 5165 AT PAGE 326 AND AS AMENDED.
- 22. THE FOREST LAKES METROPOLITAN DISTRICT WILL BE RESPONSIBLE FOR MAINTENANCE OF THE ROADS 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.
- 23. ALL PROPERTY WITHIN THIS SUBDIVISION IS SUBJECT TO ROAD IMPACT FEES IN ACCORDANCE WITH EL PASO COUNTY ROAD IMPACT FEE PROGRAM RESOLUTION (RESOLUTION NO. 18-471). AS AMENDED, AT THE TIME OF BUILDING PERMIT APPLICATION.
- 24. UNLESS SHOWN OTHERWISE, THE FOLLOWING EASEMENTS ARE HEREBY PLATTED:
- A. A 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE FRONT LINES OF EACH LOT.
- B. A 7.50 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE REAR LINES OF EACH LOT.
- C. A 5.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG BOTH SIDE LOT LINES OF EACH
- D. A 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG STREETS. WHEN FRONT EASEMENT IS NOT APPROPRIATE.
- E. A 20.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG PERIMETER OF SUBDIVISION.
- 25. THE SOLE RESPONSIBILITY FOR THE SURFACE MAINTENANCE OF EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNER UNLESS OTHERWISE NOTED.
- 26. MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY AND UNITED STATES POSTAL SERVICE REGULATIONS.
- 27. THE TOTAL NUMBER OF LOTS BEING PLATTED IS 68 LOTS. THE TOTAL NUMBER OF TRACTS BEING PLATTED IS 4 TRACTS.
- 28. PURSUANT TO RESOLUTION APPROVED BY THE BOARD OF DIRECTORS, EL PASO COUNTY PUBLIC IMPROVEMENT DISTRICT AND RECORDED IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER \_THE PARCELS WITHIN THE PLATTED BOUNDARIES OF FOREST LAKES FILING AT RECEPTION NO. NO. 6 ARE INCLUDED WITHIN THE BOUNDARIES OF THE EL PASO COUNTY PUBLIC IMPROVEMENT DISTRICT NO. 3 AND AS SUCH IS SUBJECT TO APPLICABLE ROAD IMPACT FEES AND MILL LEVY.
- 29. DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LAWS, REGULATIONS, ORDINANCES, REVIEW AND PERMIT REQUIREMENTS, AND OTHER AGENCY REQUIREMENTS, IF ANY, OF A APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO, THE COLORADO DEPARTMENT OF PARKS AND WILDLIFE, COLORADO DEPARTMENT OF TRANSPORTATION, U.S. ARMY CORP. OF ENGINEERS, THE U.S. FISH & WILDLIFE SERVICE AND/OR COLORADO DEPARTMENT OF WILDLIFE REGARDING THE ENDANGERED SPECIES ACT.
- 30. THE PROPERTY WITHIN THIS SUBDIVISION IS INCLUDED IN PINON PINES METROPOLITAN DISTRICT NO. 2 BY INSTRUMENTS RECORDED UNDER RECEPTION NOS. 204033348 & 208042748.
- 31. GEOLOGIC HAZARDS DISCLOSURE STATEMENT: AREAS OF THE PROPOSED SUBDIVISION HAVE BEEN FOUND TO BE IMPACTED BY GEOLOGIC CONDITIONS INCLUDING SHALLOW GROUNDWATER, EXPANSIVE SOILS AND BEDROCK, AND POTENTIAL FOR FLOOD, EROSION AND DEBRIS FLOW. THESE CONDITIONS CAN BE MITIGATED BY AVOIDANCE, REGRADING, PROPER ENGINEERING DESIGN, AND CONSTRUCTION TECHNIQUES. A MAP OF THE HAZARD AREAS AND PROPOSED MITIGATION MEASURES CAN BE FOUND IN THE GEOLOGIC HAZARDS EVALUATION AND PRELIMINARY GEOTECHNICAL INVESTIGATION PREPARED BY CTL THOMSON INC., DATED JULY 18, 2018 AND IS HELD IN THE FOREST LAKES FILINGS 5, 6, & 7 PUD/PRELIMINARY PLAN AMENDMENT FILE (PUDSP-18-001) AT THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT. A DEBRIS FLOW/MUD FLOW ANALYSIS PREPARED BY CTL THOMPSON INC., DATED AUGUST 6, 2018 IS ALSO HELD IN THIS FILE. THE PROPOSED LOT LAYOUT AND DRAINAGE DESIGN ADDRESSES THE RECOMMENDATIONS OF THAT ANALYSIS.

E, TRAILS, DRAINAGE, PUBLIC UTILITIES AND EMERGENCY ACCESS ROAD AND 32. ALL PROPERTY WITHIN THIS SUBDIVISION IS TO BE INCLUDED IN THE FOREST LAKES HOMEOWNERS ASSOCIATION. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FOREST LAKES RESIDENTIAL ARE RECORDED UNDER RECEPTION NO. 215119474 AND AS AMENDED.

> 33. ALL PROPERTY WITHIN THIS SUBDIVISION IS WITHIN THE FOREST LAKES PUD AS RECORDED UNDER RECEPTION NO. 219053733 AND AMENDED BY RECEPTION NO. 219159875.



\_\_\_ IN THE OFFICE

	SUMMARY TABLE:				
	LOTS/TRACTS	AREA	PERCENTAGE	OWNER	MAINTENANCE
	TRACT A (OPEN SPACE, TRAILS, DRAINAGE, PUBLIC UTILITIES, EMERGENCY ACCESS ROAD)	947,025 SF	27%	FOREST LAKES METROPOLITAN DISTRICT	FOREST LAKES METROPOLITAN DISTRICT
)	TRACT B (OPEN SPACE, TRAILS, PUBLIC UTILITIES, DRAINAGE, WATER TANK)	286,368 SF	8%	FOREST LAKES METROPOLITAN DISTRICT	FOREST LAKES METROPOLITAN DISTRICT
	TRACT C (OPEN SPACE, TRAILS, MAILBOXES, PARKING)	1,344 SF	(<1%)	FOREST LAKES METROPOLITAN DISTRICT	FOREST LAKES METROPOLITAN DISTRICT
	TRACT D (OPEN SPACE, TRAILS, PUBLIC UTILITIES, DRAINAGE)	101,651 SF	3%	FOREST LAKES METROPOLITAN DISTRICT	FOREST LAKES METROPOLITAN DISTRICT
	LOTS (68 TOTAL)	1,891,929 SF	53%	INDIVIDUAL LOT OWNERS	INDIVIDUAL LOT OWNERS
	PUBLIC R.O.W.	294,999 SF	9%	COUNTY	COUNTY
	TOTAL	3,523,316 SF	100%		

### SURVEYOR'S STATEMENT:

I, DOUGLAS P. REINELT, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON DATE OF SURVEY, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:10,000; AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS. SUBDIVISION. OR SURVEYING OF LAND AND ALL APPLICABLE PROVISION OF THE EL PASO COUNTY LAND DEVELOPMENT CODE. I ATTEST THE ABOVE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_,

DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR COLORADO P.L.S. NO. 30118 FOR AND ON BEHALF OF CLASSIC CONSULTING ENGINEERS AND SURVEYORS, LLC

### NOTICE:

COUNTY ASSESSOR

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.

### COUNTY APPROVAL CERTIFICATE:

THIS PLAT FOR FOREST LAKES FILING NO. 6 WAS APPROVED FOR FILING BY THE EXECUTIVE DIRECTOR OF THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT ON THIS \_\_\_\_ DAY OF \_\_, 20\_\_, SUBJECT TO ANY NOTES SPECIFIED HEREON AND ANY CONDITIONS INCLUDED IN THE (NAME OF DOCUMENT TO BE DETERMINED). THE DEDICATIONS OF LAND TO THE PUBLIC (STREETS AND EASEMENTS) ARE ACCEPTED. BUT PUBLIC IMPROVEMENTS THEREON WILL NOT BECOME MAINTENANCE RESPONSIBILITY OF EL PASO COUNTY UNTIL PRELIMINARY ACCEPTANCE OF THE PUBLIC IMPROVEMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAND DEVELOPMENT CODE AND ENGINEERING CRITERIA MANUAL AND THE SUBDIVISION IMPROVEMENTS AGREEMENT.

EXECUTIVE DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE

DATE

CONSULTING

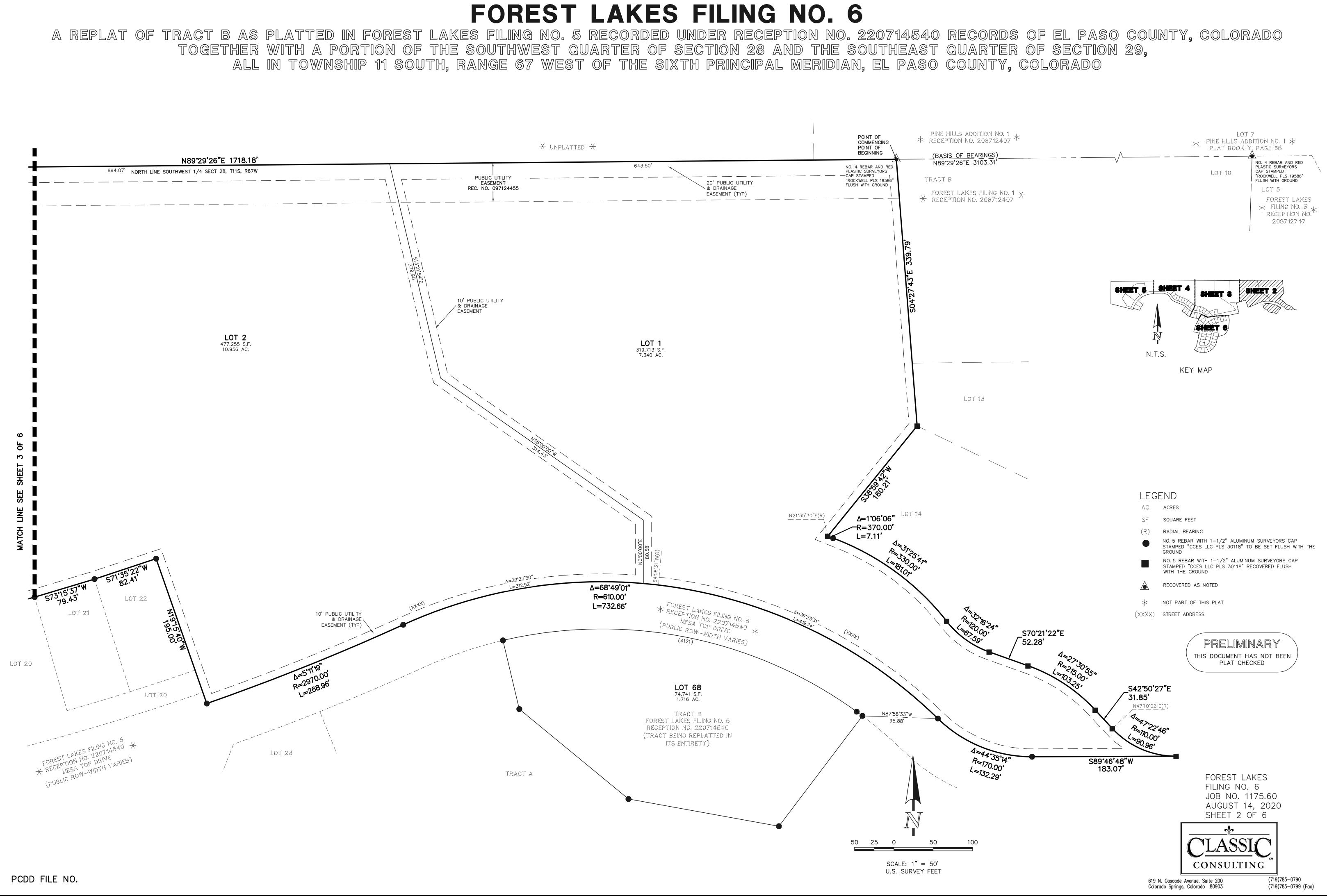
619 N. Cascade Avenue, Suite 200

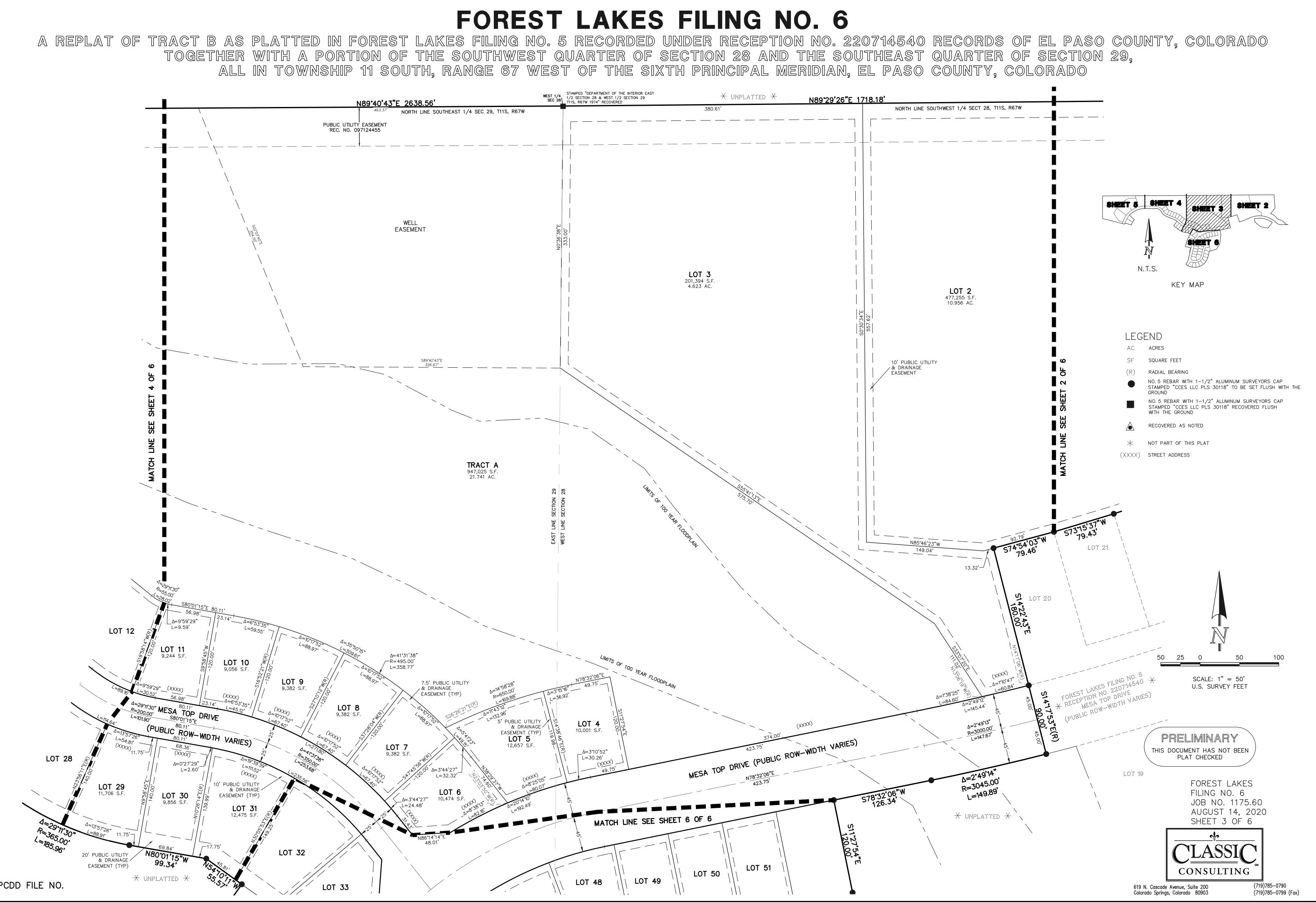
Colorado Springs, Colorado 80903

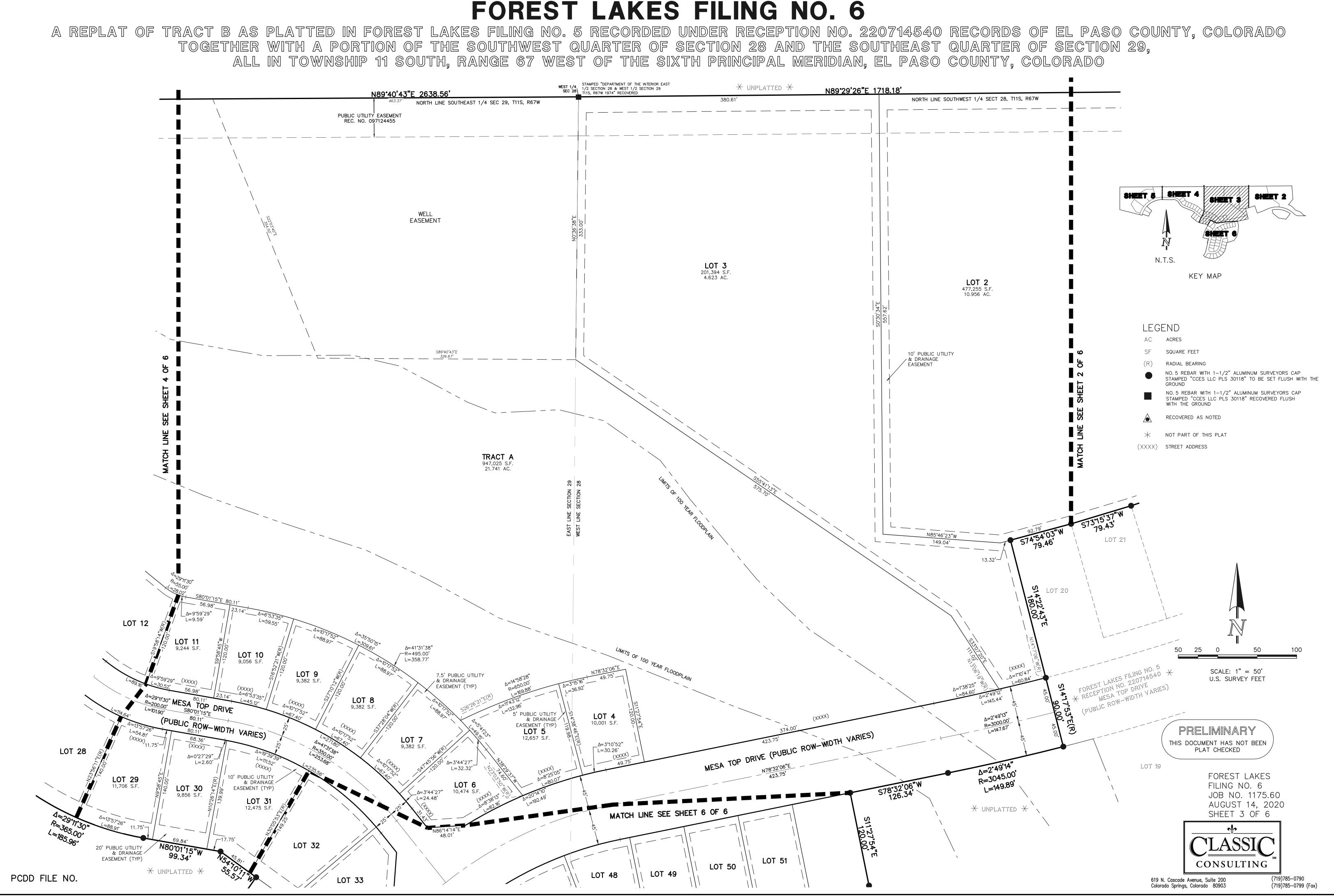
(719)785–0790

(719)785-0799 (Fax)

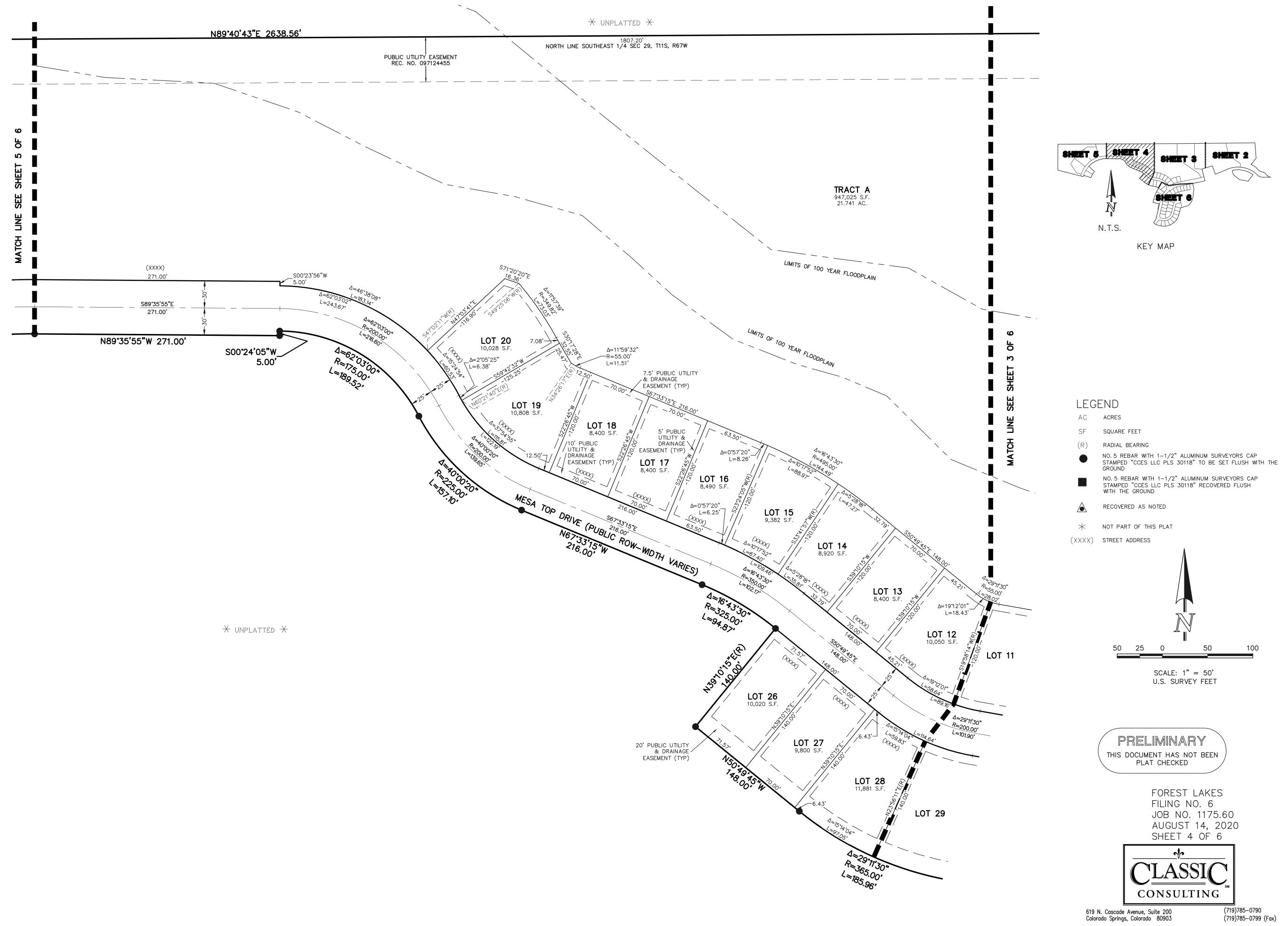
CLERK A	ND RECORDER:		
STATE OF	COLORADO )		
COUNTY C	) ss )FELPASO)	3	
AT AND IS DU	_O'CLOCKM. TH	IISDAY OF RECEPTION NO	T WAS FILED FOR RECORD IN MY OFFICE DF, 20, A.D., OF THE
CHUCK BR	OERMAN, RECORDE	ER	
	UTY		
FEE:			
SURCHAR	GE:		
SCHOOL F	EE: DISTRICT 38		
BRIDGE FE	EE:		
URBAN P	ARK FEE: LAND IN	LIEU OF FEES	
REGIONAL	PARK FEE: LAND	IN LIEU OF FEES	
DRAINAGE	FEE: <u>BEAVER C</u> F	REEK BASIN	THIS DOCUMENT HAS NOT BEEN PLAT CHECKED
OWNER:			
	PORATE DRIVE, SU SPRINGS, CO 809		FOREST LAKES FILING NO. 6 JOB NO. 1175.60 AUGUST 14, 2020
NO	REVISION	DATE	SHEET 1 OF 6



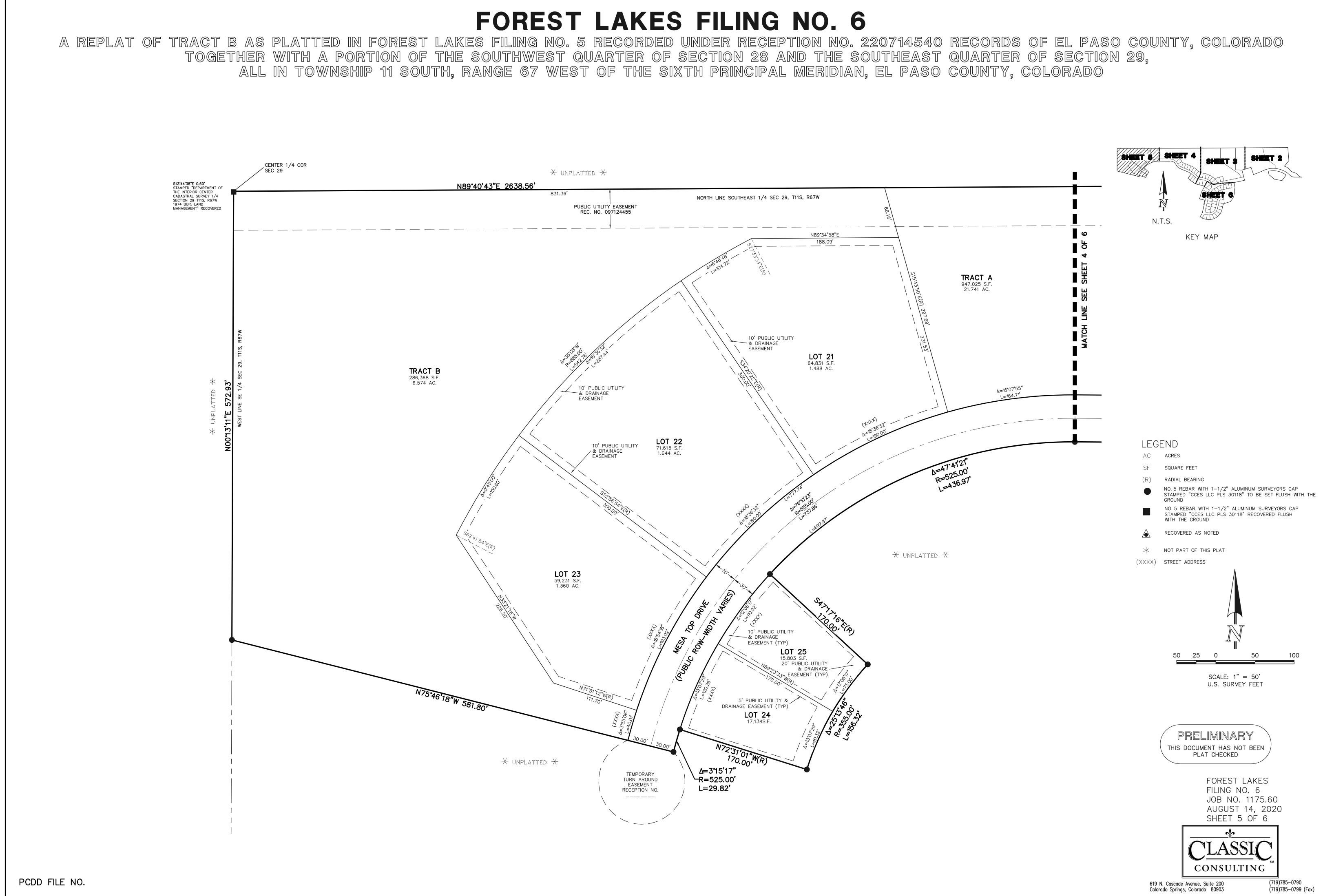




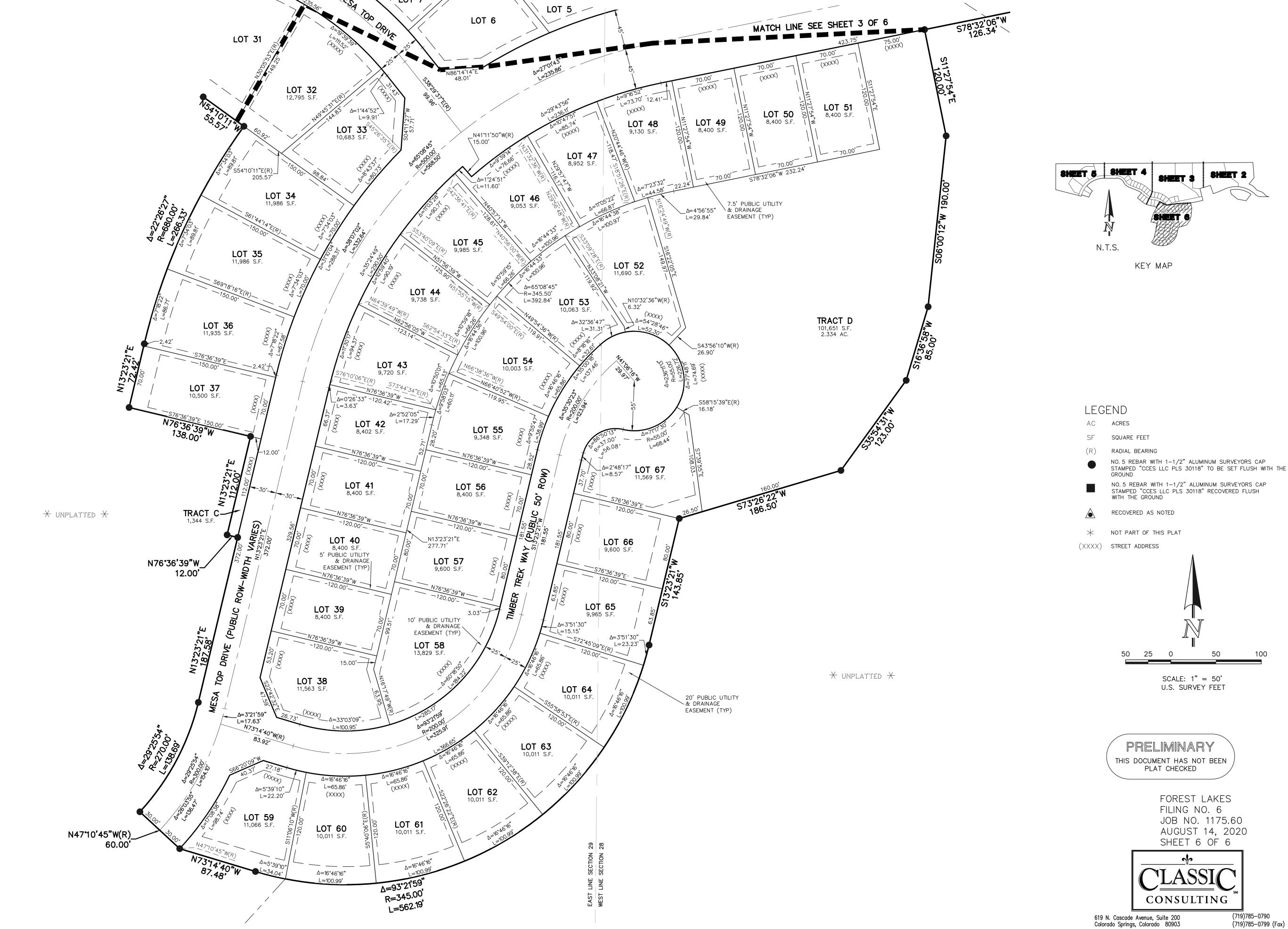
RACT B AS PLATTED IN FOREST LAKES FILING NO. 5 RECORDED UNDER RECEPTION NO. 220714540 RECORDS OF EL PASO COUNTY, COLORADO TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28 AND THE SOUTHEAST QUARTER OF SECTION 29, ALL IN TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO A REPLAT OF TRACT B AS PLATTED IN FOREST LAKES FILING NO.



# FOREST LAKES FILING NO. 6



N NO. 220714540 RECORDS OF EL PASO COUNTY, COLORADO THE SOUTHEAST QUARTER OF SECTION 29, A REPLAT OF TRACT B AS PLA IE())RIES; TOGETHER  $\mathbb{W}$ 28 TH A OF THE AND SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO ALL IN TOWNSHIP 11 SOUTH, RANGE OF 'HE LOT 7



# FOREST LAKES FILING NO. 6