

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

This PRIVATE DETENTION BASIN / STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (Board or County) and **CHALLENGER COMMUNITIES, LLC**, a Colorado limited liability company (Developer). 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) in El Paso County, Colorado, which Property is legally described in Exhibit A attached hereto and incorporated herein by this reference; and

B. WHEREAS, Developer desires to plat on the Property a subdivision to be known as **FALCON MEADOWS AT BENT GRASS FILING NO. 2**; 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 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

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 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

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 (#1)** 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 the property that is or will be platted as **Tract E**, as indicated on the final plat of the subdivision and as set forth on Exhibit B, attached hereto; and

J. WHEREAS, Developer shall be charged with the duties of constructing, operating, maintaining and repairing 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 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

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 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 Owner’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 Owner’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 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

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 itself, its successors and assigns.

3. Construction: Developer shall construct on that portion of the Property described in Exhibit B attached hereto and incorporated herein by this reference, **ONE (#1)** detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Development Services Department (DSD) 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 El Paso County Development Services 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 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 Developer agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), and otherwise keep the same in good repair, all at its own cost and expense. No trees or shrubs that will impair the structural integrity of the detention basin/BMP(s) shall be planted or allowed to grow on the detention basin/BMP(s).

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

7. Reimbursement of County's Costs / Covenant Running With the Land: The Developer agrees and covenants, for itself, and its successors and assigns, that it will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMP(s) pursuant to the provisions of this Agreement.

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

8. Agreement Monitored by El Paso County Planning and Community Development 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 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 and/or the Director of the El Paso County Department of Public Works.

9. Indemnification and Hold Harmless: To the extent authorized by law, Developer agrees, for itself and its successors and assigns, that it 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.

10. 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.

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

12. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMP(s) be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer 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, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

13. 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.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 16th day of March, ²⁰²²~~2021~~, by:

CHALLENGER COMMUNITIES, LLC

A Colorado Limited Liability Company (Developer)

By:

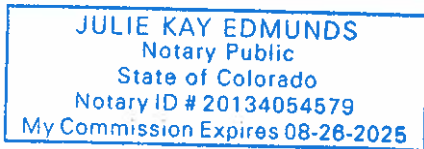
JIM BYERS, VP OF COMMUNITY DEVELOPMENT

STATE OF COLORADO)
) ss
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 16th day of March,
2022, by **JIM BYERS, VP OF COMMUNITY DEVELOPMENT of CHALLENGER**
COMMUNITIES, LLC

Witness my hand and official seal.

My commission expires: 8-26-2025





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
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, Executive Director of Planning and Community
Development of El Paso County, Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

Exhibit A

A PORTION OF TRACT G, BENT GRASS RESIDENTIAL FILING NO. 2, AND A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, TOGETHER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 BEARS $N00^{\circ}13'46''W$, MONUMENTED BY THE SOUTHWEST CORNER OF SAID SECTION 1, BEING A 2-1/2 INCH ALUMINUM CAP IN RANGE BOX STAMPED "PLS 17664", AND BY THE WEST QUARTER CORNER OF SAID SECTION 1, BEING A 2" ALUMINUM CAP STAMPED "PLS 28651", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 1;

THENCE WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, $N00^{\circ}14'14''W$, A DISTANCE OF 1,316.12 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION 1;

THENCE WITH THE NORTH LINE OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, $N89^{\circ}36'34''E$, A DISTANCE OF 1,207.60 FEET;

THENCE DEPARTING THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, $S00^{\circ}24'55''W$, A DISTANCE OF 135.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A DELTA ANGLE OF $134^{\circ}24'55''$, HAVING A RADIUS OF 55.00 FEET, AN ARC LENGTH OF 129.03 FEET, AND A CHORD BEARING $S23^{\circ}17'58''E$, A CHORD DISTANCE OF 101.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $44^{\circ}24'56''$, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 38.76 FEET, AND A CHORD BEARING $S21^{\circ}42'02''W$, A CHORD DISTANCE OF 37.80 FEET;

THENCE $S00^{\circ}30'26''E$, A DISTANCE OF 271.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $115^{\circ}24'50''$, HAVING A RADIUS OF 55.00 FEET, AN ARC LENGTH OF 110.79 FEET, AND A CHORD BEARING $S06^{\circ}49'35''E$, A CHORD DISTANCE OF 92.99 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $48^{\circ}11'23''$, HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 29.44 FEET, AND WHOSE CHORD BEARS $S26^{\circ}47'08''W$, A CHORD DISTANCE OF 28.58 FEET;

THENCE $S02^{\circ}41'25''W$, A DISTANCE OF 48.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $03^{\circ}11'15''$, HAVING A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 26.42 FEET, AND WHOSE CHORD BEARS $S01^{\circ}05'49''W$, A CHORD DISTANCE OF 26.42 FEET;

THENCE $S00^{\circ}29'48''E$, A DISTANCE OF 15.55 FEET;

THENCE $N90^{\circ}00'00''E$, A DISTANCE OF 104.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $09^{\circ}03'17''$, HAVING A RADIUS OF 227.00 FEET, AN ARC LENGTH OF 35.87 FEET, AND WHOSE CHORD BEARS $N18^{\circ}01'06''E$, A CHORD DISTANCE OF 35.84 FEET TO A POINT OF REVERSE CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $20^{\circ}33'31''$, HAVING A RADIUS OF 133.00 FEET, AN ARC LENGTH OF 47.72 FEET, AND WHOSE CHORD BEARS $N12^{\circ}15'59''E$, A CHORD DISTANCE OF 47.47 FEET;

THENCE $N01^{\circ}59'13''E$, A DISTANCE OF 158.63 FEET;

THENCE $N02^{\circ}46'30''W$, A DISTANCE OF 23.36 FEET TO A POINT ON THE EAST LINE OF SAID TRACT G;

THENCE WITH SAID EAST LINE OF SAID TRACT G, $S07^{\circ}25'43''E$, A DISTANCE OF 64.83 FEET;

THENCE CONTINUING WITH SAID EAST LINE OF TRACT G, $S12^{\circ}15'03''E$, A DISTANCE OF 78.86 FEET;

THENCE CONTINUING WITH SAID EAST LINE OF SAID TRACT G, $S16^{\circ}48'19''E$, A DISTANCE OF 98.31 FEET;

THENCE CONTINUING WITH SAID EAST LINE OF SAID TRACT G, $S04^{\circ}47'47''W$, A DISTANCE OF 94.40 FEET;

THENCE CONTINUING WITH SAID EAST LINE OF SAID TRACT G, $S27^{\circ}22'40''W$, A DISTANCE OF 143.51 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BENT GRASS MEADOWS DRIVE;

THENCE WITH SAID NORTH RIGHT OF WAY LINE, $S89^{\circ}30'12''W$, A DISTANCE OF 191.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE CONTINUING WITH SAID NORTH RIGHT OF WAY LINE AND SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $65^{\circ}45'45''$, HAVING A RADIUS OF 605.00 FEET, AN ARC LENGTH OF 694.40 FEET, AND WHOSE CHORD BEARS $S56^{\circ}37'18''W$, A CHORD DISTANCE OF 656.91 FEET;

THENCE $S23^{\circ}44'26''W$, A DISTANCE OF 247.83 FEET;

THENCE $S89^{\circ}46'14''W$, A DISTANCE OF 493.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

THENCE WITH SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, $N00^{\circ}13'46''W$, A DISTANCE OF 205.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.40 ACRES (1,585,416 SQUARE FEET), MORE OR LESS.

Exhibit B

FALCON MEADOWS AT BENT GRASS

FILING NO. 2

A REPLAT OF A PORTION OF TRACT G, BENT GRASS RESIDENTIAL FILING NO. 2 AND
A PORTION OF THE WEST HALF OF SECTION 1,
TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF EL PASO, STATE OF COLORADO

GENERAL NOTES

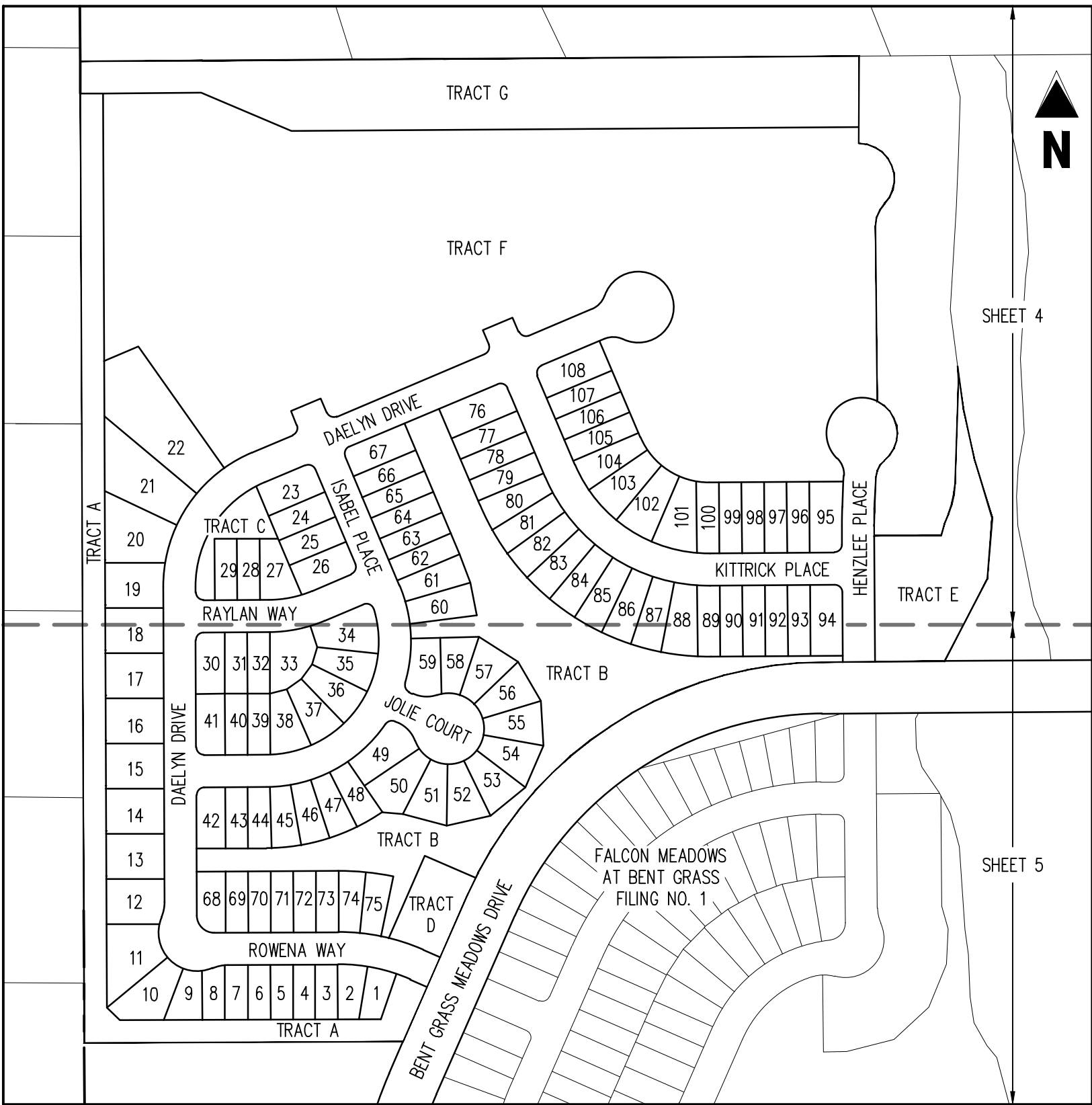
- THE PURPOSE OF THE PLAT IS TO CREATE 108 NEW LOTS, 7 TRACTS, PUBLIC RIGHT OF WAYS AND EASEMENTS.
- FIELD WORK WAS COMPLETED ON: FEBRUARY 19, 2021.
- ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.
- ACCESS NOTE: NO DRIVEWAY SHALL BE ESTABLISHED UNLESS AN ACCESS PERMIT HAS BEEN GRANTED BY EL PASO COUNTY.
- MAILBOXES: MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY AND UNITED STATES SERVICE REGULATIONS.
- PUBLIC AND COMMON SUBDIVISION IMPROVEMENTS: NO LOT OR INTEREST THEREIN, SHALL BE SOLD, CONVEYED, OR TRANSFERRED WHETHER BY DEED OR BY CONTRACT, NOR SHALL BUILDING PERMITS BE ISSUED, UNTIL AND UNLESS EITHER THE REQUIRED PUBLIC AND COMMON DEVELOPMENT IMPROVEMENTS HAVE BEEN CONSTRUCTED AND COMPLETED AND PRELIMINARILY ACCEPTED IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE APPLICANT/OWNER AND EL PASO COUNTY AS RECORDED UNDER RECEPTION NUMBER _____ IN THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO OR, IN THE ALTERNATIVE, OTHER COLLATERAL IS PROVIDED TO MAKE PROVISION FOR THE COMPLETION OF SAID IMPROVEMENTS IN ACCORDANCE WITH THE EL PASO COUNTY LAND DEVELOPMENT CODE AND ENGINEERING CRITERIA MANUAL. ANY SUCH ALTERNATIVE COLLATERAL MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OR, IF PERMITTED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT, BY THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR AND MEET THE POLICY AND PROCEDURE REQUIREMENTS OF EL PASO COUNTY PRIOR TO THE RELEASE BY THE COUNTY OF ANY LOTS FOR SALE, CONVEYANCE OR TRANSFER. THIS PLAT RESTRICTION MAY BE REMOVED OR RESCINDED BY THE BOARD OF COUNTY COMMISSIONERS OR, IF PERMITTED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT, BY THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR UPON EITHER APPROVAL OF AN ALTERNATIVE FORM OF COLLATERAL OR COMPLETION AND PRELIMINARY ACCEPTANCE BY THE EL PASO BOARD OF COUNTY COMMISSIONERS OF ALL IMPROVEMENTS REQUIRED TO BE CONSTRUCTED AND COMPLETED IN ACCORDANCE WITH SAID SUBDIVISION IMPROVEMENTS AGREEMENT. THE PARTIAL RELEASE OF LOTS FOR SALE, CONVEYANCE OR TRANSFER MAY ONLY BE GRANTED IN ACCORDANCE WITH ANY PLANNED PARTIAL RELEASE OF LOTS AUTHORIZED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT.
- TRACTS SHALL BE UTILIZED AS SPECIFIED IN THE TRACT TABLE, AS SHOWN. OWNERSHIP AND MAINTENANCE OF ALL TRACTS SHALL BE VESTED IN THE ENTITIES SPECIFIED IN THE TRACT TABLE.
- ADJACENT INDUSTRIAL AREAS: THIS PROPERTY MAY BE ADVERSELY IMPACTED BY NOISE, DUST, FUMES, AND LIGHT POLLUTION CAUSED BY ADJACENT INDUSTRIAL PROPERTIES AND ACTIVITIES. THE BUYER SHOULD RESEARCH AND BE AWARE OF THIS POTENTIALITY AND THE RAMIFICATIONS THEREOF.
- FLOODPLAIN: NO STRUCTURES OR FENCES ARE PERMITTED WITHIN DESIGNATED "FLOODPLAIN" OR "PARK AND OPEN SPACE" AREAS. THIS PROPERTY IS LOCATED WITHIN A DESIGNATED FEMA FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY MAP NUMBER 08041C05536, EFFECTIVE DATE DECEMBER 07, 2018. NO STRUCTURES ARE PERMITTED WITHIN THE DESIGNATED FLOODPLAIN AREAS.
- THIS PLAT HAS BEEN PLAT CHECKED BY PPPBD, THE STAMPED APPROVAL IS RECORDED AT RECEPTION NUMBER _____
- WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION IS PROVIDED BY THE WOODMEN HILLS METROPOLITAN DISTRICT SUBJECT TO THE DISTRICTS RULES, REGULATIONS AND SPECIFICATIONS.
- GAS SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY COLORADO SPRINGS UTILITIES.
- ELECTRIC SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MOUNTAIN VIEW ELECTRIC.
- ADDRESSES: THE ADDRESSES EXHIBITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
- THE LOTS PLATTED HEREON DO NOT HAVE DIRECT ACCESS TO BENT GRASS MEADOWS DRIVE.
- WOODMEN ROAD DISTRICT NOTE: ALL PROPERTY WITHIN THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE WOODMEN ROAD METROPOLITAN DISTRICT AND, AS SUCH, IS SUBJECT TO A MILL LEVY, PLATTING FEES AND BUILDING PERMIT FEES FOR THE PURPOSE OF FINANCING CONSTRUCTION OF SPECIFIED IMPROVEMENTS TO WOODMEN ROAD.
- ENVIRONMENTAL: DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LAWS, REGULATIONS, ORDINANCES, REVIEW AND PERMIT REQUIREMENTS, AND OTHER AGENCY REQUIREMENTS, IF ANY, OF APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO, THE COLORADO DIVISION OF PARKS AND WILDLIFE, COLORADO DEPARTMENT OF TRANSPORTATION, U.S. ARMY CORPS OF ENGINEERS AND THE U.S. FISH AND WILDLIFE SERVICE REGARDING THE ENDANGERED SPECIES ACT, PARTICULARLY AS IT RELATES TO THE LISTED SPECIES (E.G., FREBLE'S MEADOW JUMPING MOUSE).
- SPECIAL DISTRICT DISCLOSURE: A TITLE 32 SPECIAL DISTRICT ANNUAL REPORT AND DISCLOSURE FORM SATISFACTORY TO THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE RECORDED WITH EACH PLAT.
- THE PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN FALCON MEADOWS AT BENT GRASS PUD PRELIMINARY PLAN, RECORDED AT RECEPTION NUMBER 221186560.
- MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY DEPARTMENT OF TRANSPORTATION AND UNITED STATES POSTAL SERVICE REGULATIONS.

- THE PROPERTY IS SUBJECT TO THE RESTRICTIVE COVENANTS AS SET FORTH AND AS CONTAINED IN INSTRUMENT RECORDED APRIL 07, 2006, UNDER RECEPTION NO. 206051091.
- THE SUBDIVIDER AGREES ON BEHALF OF HIM/HERSELF AND ANY DEVELOPER OR BUILDER SUCCESSORS AND ASSIGNEES THAT SUBDIVIDER AND/OR SAID SUCCESSORS AND ASSIGNS SHALL BE REQUIRED TO PAY TRAFFIC IMPACT FEES IN ACCORDANCE WITH THE EL PASO COUNTY ROAD IMPACT FEE PROGRAM RESOLUTION (RESOLUTION NO. 19-471), OR ANY AMENDMENTS THERETO, AT OR PRIOR TO THE TIME OF BUILDING PERMIT SUBMITTALS. THE FEE OBLIGATION, IF NOT PAID AT FINAL PLAT RECORDING, SHALL BE DOCUMENTED ON ALL SALES DOCUMENTS AND ON PLAT NOTES TO ENSURE THAT A TITLE SEARCH WOULD FIND THE FEE OBLIGATION BEFORE SALE OF THE PROPERTY.
- NOTE REGARDING STORMWATER DRAINAGE: ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGH THEIR PROPERTY. PUBLIC DRAINAGE EASEMENTS AS SPECIFICALLY NOTED ON THE PLAT SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS UNLESS OTHERWISE INDICATED. STRUCTURES, FENCES, MATERIALS OR LANDSCAPING THAT COULD IMPEDE THE FLOW OF RUNOFF SHALL NOT BE PLACED IN DRAINAGE EASEMENTS.
- THIS PROPERTY IS SUBJECT TO A PRIVATE DETENTION BASIN/STORMWATER QUALITY BMP MAINTENANCE AGREEMENT AND EASEMENT AS RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY. THE BENT GRASS METROPOLITAN DISTRICT IS RESPONSIBLE FOR MAINTENANCE OF THE SUBJECT DRAINAGE FACILITIES. BENT GRASS METROPOLITAN DISTRICT SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE DRAINAGE CHANNEL IN TRACT E UNTIL THE NECESSARY CHANNEL STABILIZATION IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ACCEPTED FOR MAINTENANCE BY EL PASO COUNTY.
- ALL FENCES WILL BE CONSTRUCTED, OWNED, AND MAINTAINED BY HOME OWNERS.
- THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY GALLOWAY & COMPANY, INC. TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT OF WAY OR TITLE THEREOF, GALLOWAY & COMPANY INC. RELIED UPON THE INFORMATION OR TITLE COMMITMENT/REPORT PROVIDED AT THE TIME OF SURVEY BY THE CLIENT. TITLE COMMITMENT PROVIDED BY CLIENT AND PREPARED BY STEWART TITLE GUARANTY COMPANY, COMMITMENT NO. 37695LIG, WITH A COMMITMENT DATE OF JULY 29, 2021, 07:30 AM.
- ALL EASEMENTS THAT ARE DEDICATED HEREON FOR PUBLIC UTILITY PURPOSES SHALL BE SUBJECT TO THOSE TERMS AND CONDITIONS AS SPECIFIED IN THE INSTRUMENT RECORDED AT RECEPTION NUMBER 21212548 OF THE RECORDS OF EL PASO COUNTY, COLORADO, ALL OTHER EASEMENTS OR INTERESTS OF RECORD AFFECTING ANY OF THE PLATTED PROPERTY DEPICTED HEREON SHALL NOT BE AFFECTED AND SHALL REMAIN IN FULL FORCE AND EFFECT.

TRACT TABLE		
TRACT/USE	AREA	OWNERSHIP AND MAINTENANCE
A OPEN SPACE, PUBLIC ACCESS, PUBLIC UTILITIES, DRAINAGE, MAINTENANCE ROAD	1.63 ACRES	BENT GRASS METROPOLITAN DISTRICT
B OPEN SPACE, PUBLIC ACCESS, PUBLIC UTILITIES, DRAINAGE, TRAIL	2.34 ACRES	BENT GRASS METROPOLITAN DISTRICT
C OPEN SPACE, PUBLIC ACCESS, PUBLIC UTILITIES, DRAINAGE, TRAIL	0.18 ACRES	BENT GRASS METROPOLITAN DISTRICT
D WELL SITE, ASSOCIATED DISTRICT WATER, WASTEWATER IMPROVEMENTS	0.27 ACRES	BENT GRASS METROPOLITAN DISTRICT
E OPEN SPACE, PUBLIC ACCESS, PUBLIC UTILITIES, DRAINAGE, TRAIL	0.87 ACRES	BENT GRASS METROPOLITAN DISTRICT
F FUTURE DEVELOPMENT	12.46 ACRES	CHALLENGER COMMUNITIES LLC
G OPEN SPACE, PUBLIC ACCESS, PUBLIC UTILITIES, DRAINAGE, CHANNEL, TRAIL	2.69 ACRES	BENT GRASS METROPOLITAN DISTRICT UNTIL ACCEPTED BY EPC

KEY MAP

1" = 200'



LINE TABLE	
#	BEARING
1	N89°46'08"E 45.00
2	N89°46'08"E 35.00
3	N89°46'08"E 35.00
4	N75°10'10"E 26.67
5	N56°05'05"E 27.86
6	N36°01'52"E 27.86
7	N15°58'40"E 27.86
8	N16°58'56"W 34.63
9	S22°53'39"E 5.50
10	S67°08'21"W 16.66
11	N22°53'39"W 5.50
12	N87°18'34"W 5.50
13	N02°41'26"E 3.46
14	N01°59'13"E 12.31
15	N90°00'00"E 68.99
16	N00°25'32"W 120.23
17	N00°25'32"W 120.23
18	N90°00'00"E 68.99
19	N01°59'13"E 100.87
20	N28°43'06"W 31.90
21	S76°11'58"W 31.90
22	S45°13'52"E 56.57
23	N89°46'08"E 5.50
24	S00°13'52"E 16.66
25	S89°46'08"W 5.50
26	S44°46'08"W 43.22
27	N45°13'52"W 43.22
28	S44°46'08"W 43.22
29	N45°24'33"W 42.73
30	N67°53'39"W 43.22
31	N22°06'21"E 43.22
32	S19°34'20"W 51.82
33	N65°58'26"W 41.19
34	N26°47'49"W 48.67
35	S72°59'39"W 46.06
36	N67°53'39"W 43.22
37	N44°28'17"E 43.27
38	S45°30'43"E 43.27
39	N37°02'40"E 31.90
40	S38°02'16"E 31.90
41	N22°06'21"E 43.22
42	N00°23'26"W 3.90

CURVE TABLE			
#	DELTA	LENGTH	RADIUS
C1	23°33'24"	24.67	60.00
C2	137°06'47"	143.58	60.00
C3	23°33'24"	24.67	60.00
C4	90°00'00"	42.41	27.00
C5	90°00'00"	18.85	12.00
C6	81°01'06"	16.97	12.00
C7	44°24'55"	38.76	50.00
C8	268°49'50"	258.06	35.00
C9	44°24'55"	38.76	50.00
C10	81°01'06"	16.97	12.00
C11	90°00'00"	18.85	12.00
C12	90°00'00"	18.85	12.00
C13	90°00'00"	18.85	12.00
C14	90°00'00"	18.85	12.00
C15	90°00'00"	18.85	12.00
C16	96°08'29"	20.13	12.00
C17	90°00'00"	18.85	12.00
C18	90°00'00"	18.85	12.00
C19	90°00'00"	18.85	12.00
C20	90°00'00"	18.85	12.00
C21	90°00'00"	18.85	12.00
C22	20°33'31"	61.36	171.00
C23	7°03'53"	23.30	189.00
C24	74°31'08"	48.77	37.50
C25	90°25'32"	11.84	7.50
C26	88°44'01"	23.23	15.00
C27	4°11'29"	43.06	588.64
C28	48°03'42"	29.36	35.00
C29	69°42'25"	48.66	40.00
C30	90°25'32"	51.29	32.50
C31	74°31'08"	16.26	12.50
C32	S19°34'20"W 51.82	26.39	214.00
C33	N65°58'26"W 41.19	52.39	146.00
C34	48°11'23"	29.44	35.00
C35	3°11'15"	26.42	475.00
C36	8°03'17"	35.87	227.00
C37	20°33'31"	47.72	133.00
C38	3°11'15"	27.82	500.00
C39	N37°02'40"E 31.90	29.44	35.00
C40	S38°02'16"E 31.90	154.52	55.00
C41	48°11'23"	29.44	35.00
C42	276°22'46"	265.31	55.00
C43	48°11'23"	29.44	35.00
C44	23°15'30"	15.22	37.50
C45	66°44'30"	26.21	22.50

GEOLOGIC HAZARD NOTE

THE FOLLOWING PROJECT SITE HAS BEEN FOUND TO BE IMPACTED BY GEOLOGIC HAZARDS. MITIGATION MEASURES AND A MAP OF THE HAZARD AREA CAN BE FOUND IN THE REPORT SOILS AND GEOLOGY STUDY, FALCON MEADOWS AT BENT GRASS, EL PASO COUNTY, COLORADO BY ROCKY MOUNTAIN GROUP (RMG) DATED JUNE 22, 2020, AND LAST REVISED DECEMBER 3, 2021, IN FILE FALCON MEADOWS AT BENT GRASS FILING NO. 2, #SF-21-34 AVAILABLE AT THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT:

- FAULTS/SEISMICITY: (LOTS 1-108)
- RADIOACTIVITY/RADON GAS: (LOTS 1-108)
- EXPANSIVE/COMPRESSIBLE SOILS: (LOTS 1-108)
- SHALLOW GROUND WATER: (LOTS 1-9, 23-59, 76-108)

THE GEOLOGIC CONDITIONS ENCOUNTERED AT THIS SITE ARE RELATIVELY COMMON TO THE IMMEDIATE AREA AND MITIGATION CAN BE ACCOMPLISHED BY IMPLEMENTING COMMON ENGINEERING AND CONSTRUCTION PRACTICES. NONE OF THESE CONDITIONS ARE ANTICIPATED TO PRECLUDE THE PROPOSED DEVELOPMENT.

THE BUILDER HAS AGREED TO RESTRICT CONSTRUCTION TO NON-BASEMENT FOUNDATION TYPES IN AREAS WHERE GROUNDWATER IS ANTICIPATED TO BE SHALLOWER THAN 14 FEET BELOW GROUND SURFACE (LOTS 1-9, 23-59, 76-108).

UTILITY CONTACTS

UTILITY REVIEW - WATER/WASTEWATER
WOODMEN HILLS METRO DISTRICT
8046 EASTONVILLE ROAD
FALCON, CO 80831
CONTACT: JERRY JACOBSON
EMAIL: JERRY@WHMD.ORG
TEL: (719) 495-2500

UTILITY REVIEW - GAS
COLORADO SPRINGS UTILITIES
1521 HANCOCK EXPY #4801
COLORADO SPRINGS, CO 80903
CONTACT: CALEB SAVAGE
EMAIL: CJS@CSU.ORG
TEL: (719) 668-1855

ELECTRIC
MOUNTAIN VIEW ELECTRIC
1140 E WOODMEN RD
FALCON, CO 80831
TEL: (719) 495-2283

Galloway

1155 Kelly Johnson Blvd., Suite 305
Calaveras Springs, CO 80920
719.900.7220 • GallowayUS.com



FALCON MEADOWS AT BENT GRASS FILING NO. 2

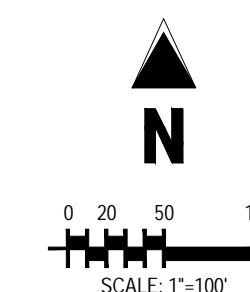
A REPLAT OF A PORTION OF TRACT G, BENT GRASS RESIDENTIAL FILING NO. 2 AND
A PORTION OF THE WEST HALF OF SECTION 1,
TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF EL PASO, STATE OF COLORADO

#	Date	Issue / Description	Init.
1	12/05/2021	REVISED FOR CITY COMMENTS	EMV
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Project No:	CLH000019.10
Drawn By:	EMV
Checked By:	BJD
Date:	08/27/21

A REPLAT OF A PORTION OF TRACT G, BENT GRASS RESIDENTIAL FILING NO. 2 AND
A PORTION OF THE WEST HALF OF SECTION 1,
TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF EL PASO, STATE OF COLORADO
AS REPLATTED

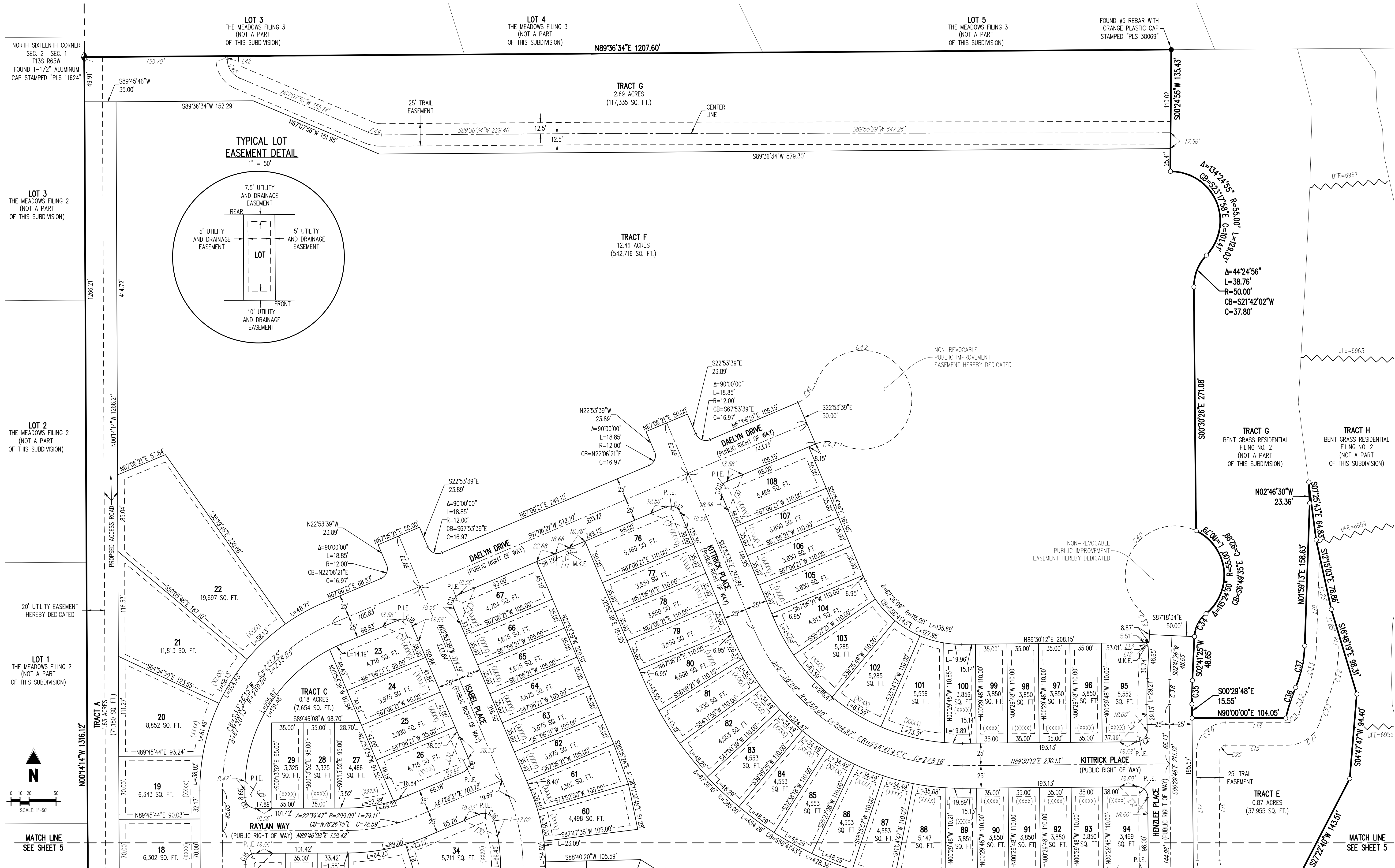
◆ FOUND ALIQUOT MONUMENT AS DESCRIBED
 ● FOUND PROPERTY MONUMENT AS DESCRIBED
 SET #5 REBAR 24" LONG WITH 1-1/4" ORANGE
 ○ PLASTIC CAP STAMPED "PLS 38069", UNLESS
 OTHERWISE NOTED



LEGEND

- P.I.E. PUBLIC IMPROVEMENT EASEMENT
M.K.E. MAILBOX KIOSK EASEMENT

NOTE:
SEE LINE AND CURVE TABLES, SHEET 2



FALCON MEADOWS AT BENT GRASS FILING NO. 2

A REPEAT OF A PORTION OF TRACT G, BENIT GRASS RESIDENTIAL FILING NO. 2 AND
A PORTION OF THE WEST HALF OF SECTION 1,
TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF EL PASO, STATE OF COLORADO

[illegible]

Project No:	CLH000019.10
Drawn By:	EMV
Checked By:	BJD
Date:	08/27/21

LEGEND

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND PROPERTY MONUMENT AS DESCRIBED
- SET #5 REBAR 24" LONG WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "PLS 38069", UNLESS OTHERWISE NOTED

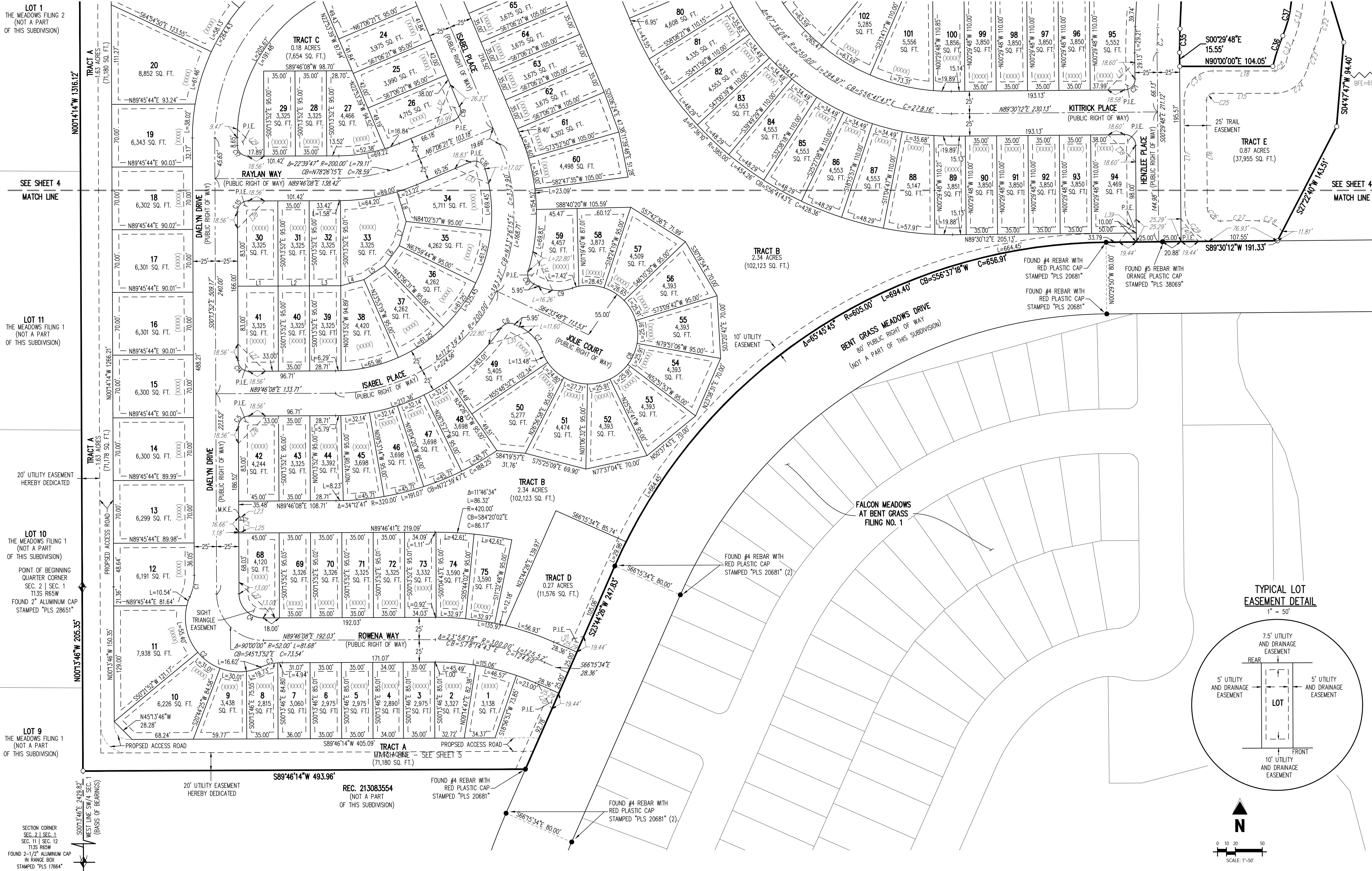
P.I.E. PUBLIC IMPROVEMENT EASEMENT
M.K.E. MAILBOX KIOSK EASEMENT

FALCON MEADOWS AT BENT GRASS

FILING NO. 2

A REPLAT OF A PORTION OF TRACT G, BENT GRASS RESIDENTIAL FILING NO. 2 AND
A PORTION OF THE WEST HALF OF SECTION 1,
TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF EL PASO, STATE OF COLORADO
AS REPLATTED

NOTE:
SEE LINE AND CURVE TABLES, SHEET 2



FALCON MEADOWS AT BENT GRASS FILING NO. 2

A REPLAT OF A PORTION OF TRACT G, BENT GRASS RESIDENTIAL FILING NO. 2 AND
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TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,
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#	Date	Issue / Description	Init.
1	12/05/2021	REVISED FOR CITY COMMENTS	EMV

Project No.: CLH000019.10
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