

**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 Ryan Foster (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 develop on the Property a land use to be known as Black Diamond Cable; 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 land use on Developer’s promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices (“BMPs”) for the land use; 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 land use 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 operate, clean, maintain and repair such detention basin/BMP(s); and

I. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that is or will be platted as Lot 31 Claremont Business Park Filing No 2, as indicated on the final plat of the subdivision, and as set forth on Exhibit A 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 A; 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 land use due to the Developer’s failure to meet its obligations to do the same; and

M. WHEREAS, the County conditions approval of this land use on the Developer’s promise to so construct the detention basin/BMP(s), and conditions approval on the Developer’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 land use; and

N. WHEREAS, the County could condition land use 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 land use upon the Developer’s grant herein of a perpetual Easement over 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).

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 the Property described in Exhibit A, attached hereto and incorporated herein by this reference, one (1) detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the detention basin/BMP(s) in substantial compliance with the County-approved plans and specifications for the detention basin/BMP(s). Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin/BMP(s) shall be substantially completed within one (1) year (defined as 365 days), which one year period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder. In cases where a subdivision is not required, the one-year period will commence to run on the date the Erosion and Stormwater Quality Control Permit (ESQCP) is issued. Rough grading of the detention basin/BMP(s) must be completed and inspected by the PCD 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 A. 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 Developer 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, 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. Contingencies of Land Use/Land Disturbance Approval: Developer's execution of this Agreement is a condition of land use/land disturbance approval.

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 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 its intentional or negligent acts, errors or omissions or that of its agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the detention basin/BMP(s), and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law.

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

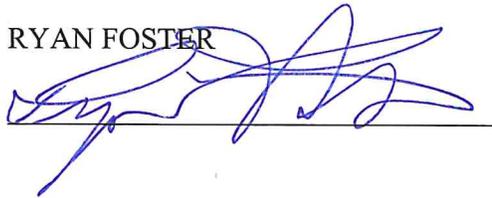
12. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Developer, or their respective successors and assigns, because of any breach hereof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

13. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMP(s) be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer 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.

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.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 15th day of April, 2024, by: Ryan Foster

RYAN FOSTER


The foregoing instrument was acknowledged before me this 15 day of April, 2024, by Ryan Foster.

Witness my hand and official seal.

My commission expires: 09/10/2025



Trevor S. Piolet
Notary Public

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

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Meggan Herington, Executive Director
Planning and Community Development Department
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by Meggan Herington, Executive Director, Planning and Community Development Department.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to form:

County Attorney's Office

Exhibit A

Legal Description

LOT 31 CLAREMONT BUSINESS PARK FIL NO 2

CLAREMONT BUSINESS PARK FILING NO. 2

A SUBDIVISION OF A PART OF THE SE1/4 OF SECTION 5 AND THE NE1/4 OF SECTION 8,
BOTH OF TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
COUNTY OF EL PASO, STATE OF COLORADO.
AREA = 62.967 ACRES, MORE OR LESS

KNOW ALL MEN BY THESE PRESENTS, THAT CLAREMONT DEVELOPMENT, INC., COLORADO EAST BANK & TRUST, CYGNET LAND LLC, A COLORADO LIMITED LIABILITY COMPANY, COMMITTEE FOR CATHOLIC SECONDARY EDUCATION IN COLORADO SPRINGS, A COLORADO NONPROFIT CORPORATION, LOVE IN ACTION, A COLORADO NONPROFIT CORPORATION, DME DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY AND PADMARK, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LEGAL DESCRIPTION
THOSE CERTAIN PARCELS OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 8 AND THE SOUTHEAST ONE-QUARTER OF SECTION 5, BOTH OF TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING A PORTION OF THE PARCEL OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED SEPTEMBER 6, 2005 AT RECEPTION NO. 205138660, THE SPECIAL WARRANTY DEED RECORDED SEPTEMBER 6, 2005 AT RECEPTION NO. 205138661, A PORTION OF PARCEL F AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED ON JANUARY 05, 1996 IN BOOK 6797 AT PAGE 35, A PORTION OF THE PARCEL 2 AS DESCRIBED IN THE WARRANTY DEED RECORDED AT RECEPTION NO. 201005003, AND A PORTION OF THE TRACT OF LAND AS DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 6790 AT PAGE 1103, ALL OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, FROM WHICH THE NORTHEAST CORNER THEREOF BEARS NORTH 00°00'34" WEST, 2684.55 FEET; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, SOUTH 89°46'33" WEST, 1490.56 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 7,514.00 FEET, A RADIAL LINE FROM SAID CURVE FROM SAID POINT BEARS NORTH 52°20'01" WEST, SAID CURVE BEING THE NORTHWESTERLY LINE OF PARCEL 201 OF COLORADO DEPARTMENT OF TRANSPORTATION PROJECT NO. NH 0243-058 UNIT 2 AS DESCRIBED IN THE COURT ORDER RECORDED DECEMBER 3, 2004 AT RECEPTION NO. 204198867 OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY AND THE TRUE POINT OF BEGINNING, SAID CORNER BEING ON THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 205138661;

THENCE SOUTH 89°46'33" WEST, 514.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 605.00 FEET WHOSE CENTER BEARS NORTH 76°39'23" WEST;

THENCE ALONG SAID CURVE SOUTHWESTERLY, 401.76 FEET THROUGH A CENTRAL ANGLE OF 38°02'55";

THENCE TANGENT FROM SAID CURVE, SOUTH 51°23'32" WEST, 594.95 FEET;

THENCE SOUTH 41°10'14" EAST, 393.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 7514.00 FEET WHOSE CENTER BEARS NORTH 41°52'56" WEST;

THENCE ALONG SAID CURVE SOUTHWESTERLY, 97.00 FEET THROUGH A CENTRAL ANGLE OF 0°44'23"

THENCE NON-TANGENT FROM SAID CURVE, NORTH 41°10'14" WEST, 478.73 FEET;

THENCE NORTH 51°23'32" EAST, 695.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 525.00 FEET;

THENCE ALONG SAID CURVE NORTHEASTERLY, 329.24 FEET THROUGH A CENTRAL ANGLE OF 35°55'54" TO A POINT ON THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 205138661;

THENCE ALONG THE SOUTH AND NORTHWESTERLY LINES OF THE PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 205138661 THE FOLLOWING NINE (9) COURSES AND DISTANCES:

THENCE SOUTH 89°46'33" WEST, 774.87 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1032.00 FEET, A RADIAL LINE FROM SAID CURVE FROM SAID POINT BEARS NORTH 60°08'57" WEST;

THENCE ALONG SAID CURVE NORTHEASTERLY, 259.47 FEET THROUGH A CENTRAL ANGLE OF 14°24'20";

THENCE TANGENT FROM SAID CURVE, NORTH 15°26'43" EAST, 208.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 808.00 FEET;

THENCE ALONG SAID CURVE NORTHEASTERLY, 138.22 FEET THROUGH A CENTRAL ANGLE OF 09°48'04";

THENCE TANGENT FROM SAID CURVE NORTH 25°14'47" EAST, 248.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1018.00 FEET;

THENCE ALONG SAID CURVE NORTHEASTERLY, 725.24 FEET THROUGH A CENTRAL ANGLE OF 40°49'06";

THENCE NORTH 66°03'53" EAST, 119.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1015.00 FEET;

THENCE ALONG SAID CURVE NORTHEASTERLY, 569.45 FEET THROUGH A CENTRAL ANGLE OF 32°08'41";

THENCE TANGENT FROM SAID CURVE, NORTH 33°55'12" EAST, 1195.58 FEET TO THE SOUTH LINE OF SAID SECTION 5;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 5, NORTH 89°42'11" EAST, 79.29 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 605.00 FEET, A RADIAL LINE FROM SAID CURVE FROM SAID POINT BEARS SOUTH 83°09'06" EAST, SAID CURVE BEING THE WESTERLY LINE OF CLAREMONT BUSINESS PARK FILING NO. 1, A SUBDIVISION RECORDED AT RECEPTION NO. 2050127124 OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY;

THENCE ALONG THE WESTERLY, NORTHWESTERLY, AND SOUTHWESTERLY LINE OF SAID CLAREMONT BUSINESS PARK FILING NO. 1 THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:

THENCE ALONG SAID CURVE SOUTHERLY, 202.60 FEET THROUGH A CENTRAL ANGLE OF 19°11'12";

THENCE TANGENT FROM SAID CURVE, SOUTH 12°11'18" EAST, 118.59 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 525.00 FEET;

THENCE ALONG SAID CURVE SOUTHERLY, 391.54 FEET THROUGH A CENTRAL ANGLE OF 42°43'49";

THENCE NON-TANGENT FROM SAID CURVE, NORTH 56°04'48" WEST, 227.58 FEET;

THENCE SOUTH 36°48'52" WEST, 90.33 FEET;

THENCE SOUTH 23°11'49" WEST, 128.68 FEET;

THENCE SOUTH 27°20'55" WEST, 202.99 FEET;

THENCE SOUTH 56°04'48" EAST, 9.86 FEET;

THENCE SOUTH 33°55'12" WEST, 32.00 FEET;

THENCE SOUTH 56°04'48" EAST, 176.01 FEET;

THENCE SOUTH 33°55'12" WEST, 629.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 525.00 FEET;

LEGAL DESCRIPTION CONTINUED:

THENCE ALONG SAID CURVE SOUTHWESTERLY, 163.90 FEET THROUGH A CENTRAL ANGLE OF 17°53'13";

THENCE TANGENT FROM SAID CURVE, SOUTH 51°48'25" WEST, 231.80 FEET;

THENCE NORTH 56°32'37" WEST, 22.65 FEET;

THENCE SOUTH 33°27'23" WEST, 64.00 FEET;

THENCE SOUTH 56°32'37" EAST, 2.48 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 605.00 FEET, A RADIAL LINE FROM SAID POINT FROM SAID CURVE BEARS SOUTH 41°29'51" EAST;

THENCE ALONG SAID CURVE SOUTHWESTERLY, 14.21 FEET THROUGH A CENTRAL ANGLE OF 01°20'45";

THENCE RADIAL FROM SAID CURVE, SOUTH 42°50'36" EAST, 80.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 525.00 FEET, A RADIAL LINE FROM SAID POINT FROM SAID CURVE BEARS SOUTH 42°50'36" EAST;

THENCE ALONG SAID CURVE NORTHEASTERLY, 33.98 FEET THROUGH A CENTRAL ANGLE OF 03°42'24";

THENCE NON-TANGENT FROM SAID CURVE, SOUTH 56°32'37" EAST, 575.62 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 7514.00 FEET, A RADIAL LINE FROM SAID POINT FROM SAID CURVE BEARS NORTH 56°20'20" WEST, SAID CURVE BEING ON THE NORTHWESTERLY LINE OF PARCEL 210 OF COLORADO DEPARTMENT OF TRANSPORTATION PROJECT NO. NH 0243-058 UNIT 2 AS DESCRIBED IN THE WARRANTY DEED RECORDED FEBRUARY 20, 2002 AT RECEPTION NO. 202028680 OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY;

THENCE ALONG SAID CURVE SOUTHWESTERLY, 525.27 FEET THROUGH A CENTRAL ANGLE OF 04°00'19" TO THE TRUE POINT OF BEGINNING.

CONTAINING: 49.245 ACRES, MORE OR LESS

TOGETHER WITH THAT CERTAIN PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 8 AND THE SOUTHEAST ONE-QUARTER OF SECTION 5, BOTH OF TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING A PORTION OF THE PARCEL OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED SEPTEMBER 6, 2005 AT RECEPTION NO. 205138660 OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY INTERSECTION OF MEADOWBROOK PARKWAY WITH MARKSHEFFEL ROAD AS SHOWN ON SAID CLAREMONT BUSINESS PARK FILING NO. 1, THENCE ALONG THE SOUTHERLY, SOUTHEASTERLY AND EASTERLY LINES OF SAID MEADOWBROOK PARKWAY THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

THENCE SOUTH 89°38'10" WEST, 58.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 525.00 FEET;

THENCE ALONG SAID CURVE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY, 933.02 FEET THROUGH A CENTRAL ANGLE OF 101°49'28";

THENCE TANGENT FROM SAID CURVE, SOUTH 12°11'18" EAST, 118.59 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 525.00 FEET;

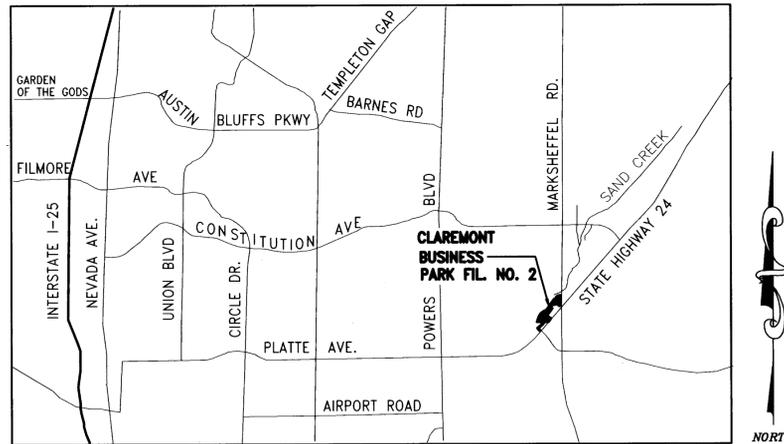
THENCE ALONG SAID CURVE SOUTHERLY, 254.16 FEET THROUGH A CENTRAL ANGLE OF 24°04'11";

THENCE ALONG THE NORTHEASTERLY LINE OF SAID CLAREMONT BUSINESS PARK FILING NO. 1 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 77°52'53" EAST, 113.76 FEET;

THENCE SOUTH 56°04'48" EAST, 427.29 FEET TO THE SOUTHEASTERLY LINE OF PARCEL A AS DESCRIBED IN SAID RECEPTION NO. 205138660;

THENCE ALONG THE SOUTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 205138660 THE FOLLOWING THREE (3) COURSES AND DISTANCES:



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION CONTINUED:

THENCE NORTH 33°32'48" EAST, 192.25 FEET;

THENCE NORTH 14°53'40" EAST, 164.31 FEET;

THENCE NORTH 06°46'50" WEST, 142.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 605.00 FEET, A RADIAL LINE FROM SAID POINT FROM SAID CURVE BEARS NORTH 65°05'02" EAST, SAID CURVE BEING THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD AS SHOWN ON SAID CLAREMONT BUSINESS PARK FILING NO. 1;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE ALONG SAID CURVE NORTHERLY, 264.46 FEET THROUGH A CENTRAL ANGLE OF 25°02'43";

THENCE TANGENT FROM SAID CURVE NORTH 00°07'45" EAST, 550.09 FEET TO THE POINT OF BEGINNING.

CONTAINING: 13.722 ACRES, MORE OR LESS
DEDICATION:

THE ABOVE OWNERS DO HEREBY CAUSE SAID TRACT TO BE PLATTED INTO LOTS, TRACTS, STREET AND EASEMENTS AS SHOWN HEREON. THE UNDERSIGNED DOES HEREBY GRANT UNTO EL PASO COUNTY ALL STREETS AND TRACTS FOR PUBLIC USE. THIS TRACT OF LAND HEREIN PLATTED SHALL BE KNOWN AS "CLAREMONT BUSINESS PARK FILING NO. 2" IN THE COUNTY OF EL PASO, STATE OF COLORADO.

THE AFOREMENTIONED, CLAREMONT DEVELOPMENT, INC., HAS EXECUTED THIS INSTRUMENT THIS 20th DAY OF October, 2006, A.D.

DAVE HAMMERS, MANAGING MEMBER
CLAREMONT DEVELOPMENT, INC.

STATE OF COLORADO)
COUNTY OF EL PASO)

THE ABOVE AND AFOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF October, 2006, BY DAVE HAMMERS, MANAGING MEMBER OF CLAREMONT DEVELOPMENT, INC.

WITNESS MY HAND AND OFFICIAL SEAL:
MY COMMISSION EXPIRES: March 12, 2008
NOTARY PUBLIC: [Signature]

THE AFOREMENTIONED, DME DEVELOPMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 25th DAY OF October, 2006, A.D.

DAVE ELLEN, OWNER
DME DEVELOPMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

STATE OF COLORADO)
COUNTY OF EL PASO)

THE ABOVE AND AFOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25th DAY OF October, 2006, BY DAVE ELLEN, AS OWNER OF DME DEVELOPMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:
MY COMMISSION EXPIRES: 10/25/06
NOTARY PUBLIC: [Signature]

THE AFOREMENTIONED, PADMARK, LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 25th DAY OF October, 2006, A.D.

DAVE ELLEN, OWNER
PADMARK, LLC, A COLORADO LIMITED LIABILITY COMPANY

STATE OF COLORADO)
COUNTY OF EL PASO)

THE ABOVE AND AFOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25th DAY OF October, 2006, BY DAVE ELLEN, AS OWNER OF PADMARK, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:
MY COMMISSION EXPIRES: 10/25/06
NOTARY PUBLIC: [Signature]

THE AFOREMENTIONED, CYGNET LAND LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 31st DAY OF October, 2006, A.D.

GREG TMM, MANAGING MEMBER
CYGNET LAND LLC, A COLORADO LIMITED LIABILITY COMPANY

STATE OF COLORADO)
COUNTY OF EL PASO)

THE ABOVE AND AFOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 31st DAY OF October, 2006, BY GREG TMM, MANAGING MEMBER OF CYGNET LAND LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:
MY COMMISSION EXPIRES: 10-15-2009
NOTARY PUBLIC: [Signature]

THE AFOREMENTIONED, MARK DUNSMOOR, PUBLIC TRUSTEE, HAS EXECUTED THIS INSTRUMENT THIS 20th DAY OF October, 2006, A.D.

MARK DUNSMOOR, PUBLIC TRUSTEE OF COLORADO EAST BANK & TRUST.

STATE OF COLORADO)
COUNTY OF EL PASO)

THE ABOVE AND AFOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF October, 2006, BY MARK DUNSMOOR, PUBLIC TRUSTEE OF COLORADO EAST BANK & TRUST.

WITNESS MY HAND AND OFFICIAL SEAL:
MY COMMISSION EXPIRES: 10-5-2009
NOTARY PUBLIC: [Signature]

THE AFOREMENTIONED, COMMITTEE FOR CATHOLIC SECONDARY EDUCATION IN COLORADO SPRINGS, A COLORADO NONPROFIT CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS 10th DAY OF October, 2006, A.D.

DONALD J. MERSMAN, BOARD CHAIRMAN

STATE OF COLORADO)
COUNTY OF EL PASO)

THE ABOVE AND AFOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY OF October, 2006, BY LEROY LANDHUIS, MANAGING MEMBER OF CATHOLIC SECONDARY EDUCATION IN COLORADO SPRINGS, A COLORADO NONPROFIT CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL:
MY COMMISSION EXPIRES: March 12, 2008
NOTARY PUBLIC: [Signature]

THE AFOREMENTIONED, COMMITTEE FOR LOVE IN ACTION, A COLORADO NONPROFIT CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS 9th DAY OF November, 2006, A.D.

LOVE IN ACTION, MANAGING MEMBER

STATE OF COLORADO)
COUNTY OF EL PASO)

THE ABOVE AND AFOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9th DAY OF November, 2006, BY LEROY LANDHUIS, MANAGING MEMBER OF LOVE IN ACTION, A COLORADO NONPROFIT CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL:
MY COMMISSION EXPIRES: 11-22-2008
NOTARY PUBLIC: [Signature]

COUNTY APPROVAL:
APPROVAL IS GRANTED THIS 12th DAY OF October, 2006, A.D.

CHEATH BOARD OF COUNTY COMMISSIONERS

COUNTY APPROVAL:
APPROVAL IS GRANTED THIS 11-22-2008

EL PASO COUNTY DEVELOPMENT SERVICES DIRECTOR

FEE:
DRAINAGE FEE: 0 BRIDGE FEE: 0
SCHOOL FEE: 0 PARK FEE: 0

CLERK AND RECORDER'S CERTIFICATE
STATE OF COLORADO)
COUNTY OF EL PASO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 10:59 O'CLOCK A.M., THIS 24th DAY OF January, 2008, A.D., AND DULY RECORDED UNDER RECEPTION NO. 20774506 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

FEE: 50.00
SURCHARGE: 1.00

ROBERT C. BROWN, RECORDER
DEPUTY

CLAREMONT BUSINESS PARK FILING NO. 2

A SUBDIVISION OF A PART OF THE SE1/4 OF SECTION 5 AND THE NE1/4 OF SECTION 8,
BOTH OF TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
COUNTY OF EL PASO, STATE OF COLORADO.

AREA = 62.967 ACRES, MORE OR LESS

GENERAL NOTES:

1. NO LOT OR INTEREST THEREIN, SHALL BE SOLD, CONVEYED OR TRANSFERRED WHETHER DEED OR BY CONTRACT, NOR SHALL BUILDING PERMITS BE ISSUED, UNTIL AND UNLESS THE REQUIRED PUBLIC IMPROVEMENTS HAVE BEEN CONSTRUCTED AND COMPLETED IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENTS AGREEMENTS BETWEEN THE APPLICANT AND EL PASO COUNTY AS RECORDED AT RECEPTION NO. 201001840 IN THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO, OR IN THE ALTERNATIVE, OTHER COLLATERAL IS PROVIDED WHICH IS SUFFICIENT IN THE JUDGMENT OF THE BOARD OF COUNTY COMMISSIONERS, TO MAKE PROVISIONS FOR THE COMPLETION OF SAID IMPROVEMENTS.
2. THE WATER SUPPLY FOR THIS SUBDIVISION WILL BE DELIVERED BY THE CHEROKEE METROPOLITAN DISTRICT.
3. WASTEWATER SERVICES FOR THIS SUBDIVISION ARE TO BE PROVIDED BY THE CHEROKEE METROPOLITAN DISTRICT.
4. ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER, CURRENTLY REGISTERED IN THE STATE OF COLORADO.
5. THE ADDRESSES EXHIBITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
6. PRIOR TO THE ESTABLISHMENT OF ANY DRIVEWAY ONTO A COUNTY ROAD, AN ACCESS PERMIT MUST BE GRANTED BY THE EL PASO COUNTY DEVELOPMENT SERVICE DEPARTMENT.
7. MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY DEPARTMENT OF TRANSPORTATION AND UNITED STATES POSTAL SERVICES REGULATIONS.
8. NO MAN-MADE OR NON-MAN MADE OBSTRUCTIONS SHALL BE ALLOWED TO PENETRATE THE 40:1 APPROACH SURFACE.
9. ALL EXTERIOR LIGHTING PLANS BE APPROVED BY THE DIRECTOR OF AVIATION WITH COLORADO SPRINGS MUNICIPAL AIRPORT TO PREVENT A HAZARD TO AIRCRAFT.
10. NO ELECTROMAGNETIC LIGHT, ANY PHYSICAL EMISSIONS WHICH MAY INTERFERE WITH AIRCRAFT, AVIGATION, COMMUNICATIONS OR NAVIGATIONAL AIDS SHALL BE ALLOWED.
11. WHILE NOT A REQUIREMENT, A RECOMMENDATION IS MADE THAT A 25dB REDUCTION IN INTERIOR NOISE (IN THE OFFICES AND OR ANY INHABITED WORK AREAS SUSCEPTIBLE TO AIRCRAFT NOISE) BE OBTAINED BY SOUNDPROOFING USING FAA-RECOMMENDED CONSTRUCTION TECHNIQUES AND PERFORMED BY A CERTIFIED ACOUSTICAL ENGINEER. IF A CRANE IS TO BE USED DURING THE CONSTRUCTION PERIOD, AN FAA FORM 7460-1 WILL NEED TO BE FILED THROUGH THE AIRPORT OPERATIONS OFFICE AND APPROVED BY THE FEDERAL AVIATION ADMINISTRATION BEFORE ANY BUILDING PERMIT IS ISSUED BY THE CITY OR COUNTY. NORMAL TIME REQUIRED FOR APPROVAL IS 30-60 WORKING DAYS.
12. ALL PROPERTY WITHIN THIS SUBDIVISION IS SUBJECT TO AN AVIGATION EASEMENT AS RECORDED AT RECEPTION NO. 206095824, OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER.
13. THE NUMBER OF COMMERCIAL LOTS HEREBY PLATTED: 46
14. THE SUBJECT PROPERTY IS CURRENTLY LOCATED WITHIN THE BOUNDARIES OF THE CENTRAL MARKSHEFFEL METROPOLITAN DISTRICT, AND WILL BE SUBJECT TO ANY PROPERTY TAXES OR FEES WHICH ARE NOW LEVIED BY THIS DISTRICT OR WHICH MAY BE LEVIED IN THE FUTURE.
15. PROPERTY IS SUBJECT TO THE RIGHTS AS DESCRIBED IN THE UNITED STATES PATENT RECORDED NOVEMBER 16, 1886 IN BOOK 72 AT PAGE 90.
16. PROPERTY IS SUBJECT TO ANY ASSESSMENT OR LIEN OF THE CHEROKEE METROPOLITAN DISTRICT AS DESCRIBED IN THE COURT ORDER RECORDED IN BOOK 5216 AT PAGE 353 AND BOOK 5983 AT 83.
17. PROPERTY IS SUBJECT TO THE TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION 97-382, LAND USE-164 RECORDED AT RECEPTION NO. 97151776 AND REVISED AT RECEPTION NO. 98009638.

GENERAL NOTES CONTINUED:

17. PROPERTY IS SUBJECT TO THE TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 00-231 AT RECEPTION NO. 201033980.
18. A REPRESENTATIVE OF MATRIX DESIGN GROUP, INC. WILL SET A #5 REBAR WITH AN 1-1/2" ALUMINUM CAP STAMPED "MATRIX PLS 32822" AT ALL EXTERIOR BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
19. NO DIRECT LOT ACCESS TO MARKSHEFFEL ROAD SHALL BE PERMITTED.
20. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
21. NOTICE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MATRIX DESIGN GROUP, INC., TO DETERMINE THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OF LAND, OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY OR TITLE OF RECORD, MATRIX DESIGN GROUP, INC., RELIED UPON TITLE COMMITMENT NO. SC55011042-5, PREPARED BY LAND TITLE GUARANTEE COMPANY, EFFECTIVE DATE JUNE 22, 2006.
22. NOTICE: THIS PROPERTY MAY BE IMPACTED BY NOISE CAUSED BY AIRCRAFT OPERATING INTO AND OUT OF THE COLORADO SPRINGS MUNICIPAL AIRPORT. THE BUYER SHOULD FAMILIARIZE HIMSELF/HERSELF WITH THIS POTENTIALITY AND THE RAMIFICATIONS THEREOF.
23. ALL STREETS SHOWN, EXCEPT FOR MEADOWBROOK PARKWAY, ARE PRIVATE AND WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION.
24. THIS PROPERTY IS NOT LOCATED WITHIN A 100 YEAR DESIGNATED FEMA FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY MAP NUMBERS 08041C0752F AND 08041C0756F, EFFECTIVE DATE OF MARCH 17, 1997; AND AS MODIFIED BY LOMR (LETTER OF MAP REVISION) 06-08-B137P EFFECTIVE DATE DECEMBER 13, 2006. NO STRUCTURES ARE PERMITTED WITHIN THE DESIGNATED FLOODPLAIN AREA.
25. LOTS 10 THROUGH 25 SHALL DRAIN TO THEIR RESPECTIVE FRONTAGES AND WILL NOT DISCHARGE TO ADJACENT LOTS.
26. TRACT A AND TRACT B SHALL BE USED FOR DRAINAGE PURPOSES AND SHALL BE OWNED AND MAINTAINED BY EL PASO COUNTY.
27. ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGH THEIR PROPERTY.
28. EASEMENTS ARE AS SHOWN ON THE PLAT. THE SOLE RESPONSIBILITY FOR MAINTENANCE OF THESE EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNERS.
29. TRACT C IS RESERVED FOR FUTURE COMMERCIAL/INDUSTRIAL DEVELOPMENT AND SHALL BE OWNED AND MAINTAINED BY CLAREMONT DEVELOPMENT INC. AND THEIR HEIRS OR SUCCESSORS. ANY FUTURE DEVELOPMENT WITHIN TRACT C SHALL BE SUBJECT TO EL PASO COUNTY SUBDIVISION AND DEVELOPMENT APPROVALS.
30. BASIS OF BEARINGS ARE REFERRED TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M., AS BEING NORTH 00°07'45" EAST.
31. PERMITTED ACCESS TO MEADOWBROOK PARKWAY SHALL COMPLY WITH THE APPROVED PRELIMINARY PLAN FOR CLAREMONT BUSINESS PARK.
32. THE COUNTY SHALL OWN AND MAINTAIN ALL STORM SEWERS DESIGNATED AS PUBLIC IN THE FINAL DRAINAGE REPORT FOR THIS SUBDIVISION. IN PERFORMING MAINTENANCE ACTIVITIES ON THESE SEWER LINES, THE COUNTY SHALL BACKFILL AND COMPACT TRENCHES WITH AGGREGATE MATERIALS, BUT SHALL NOT BE RESPONSIBLE FOR PAVEMENT RESTORATION OR REPAIR. BACKFILLING SHALL BE IN ACCORDANCE WITH ADOPTED COUNTY STANDARDS. PAVEMENT MANAGEMENT AND MAINTENANCE SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER'S ASSOCIATION.
33. THE PROPERTY OWNER, ITS SUCCESSORS AND ASSIGNS, AND ALL FUTURE LOT OWNERS IN THIS DEVELOPMENT ARE HEREBY ON NOTICE THAT THEY MAY BE REQUIRED TO COMPLY WITH APPLICABLE RULES, IF ANY, OF THE COLORADO GROUND WATER COMMISSION AND/OR THE UPPER BLACK SQUIRREL CREEK GROUND WATER MANAGEMENT DISTRICT, WHICH COMPLIANCE MY RESULT IN A REDUCTION OF WELL WITHDRAWAL LIMITS, AND THUS A REDUCTION IN WATER AVAILABILITY.

SURVEYOR'S CERTIFICATION

THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR IS THE STATE OF COLORADO, HEREBY CERTIFIES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS SUPERVISION AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Jan Cortez
 32822
 12-7-06
 COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR NO. 32822



Matrix Design Group, Inc.
Integrated Design Solutions

2435 Research Parkway, Suite 300
Colorado Springs, CO 80920

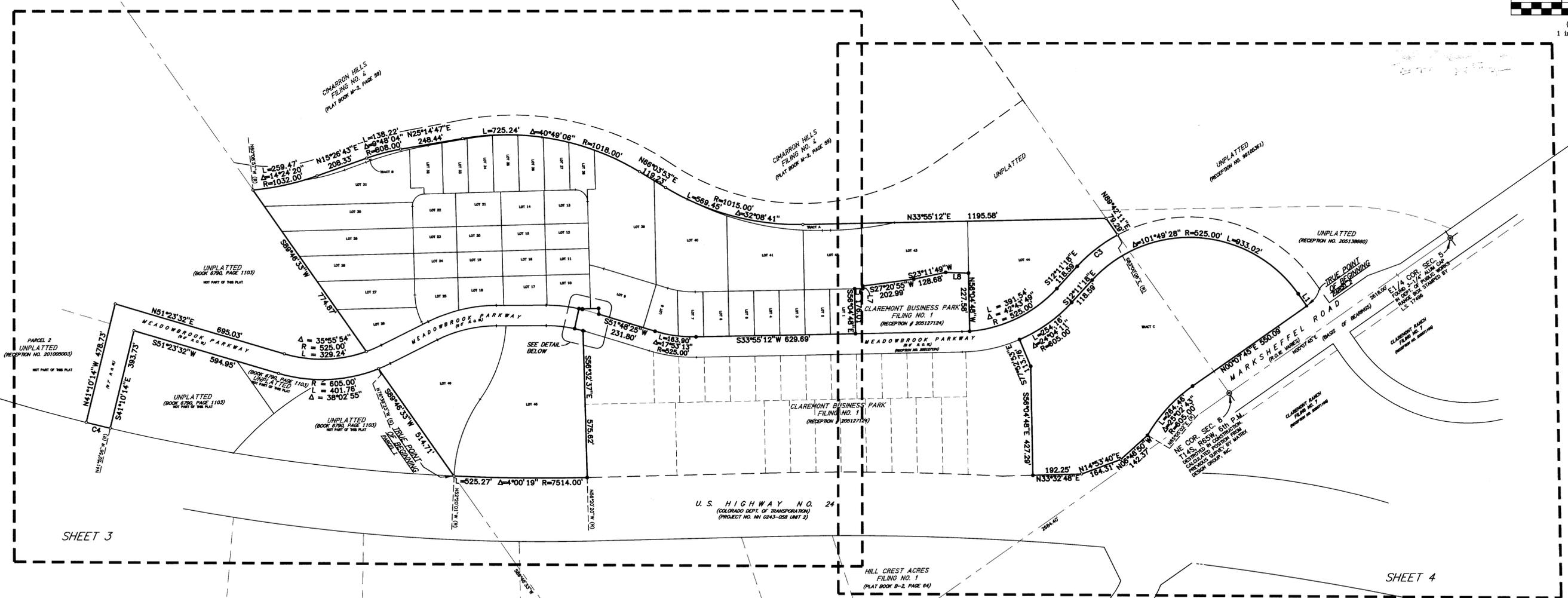
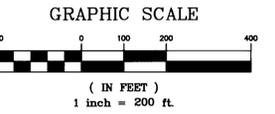
Phone 719-575-0100
Fax 719-575-0208

DATE PREPARED: OCTOBER 16, 2006
JOB NUMBER: 05.151.006

CLAREMONT BUSINESS PARK FILING NO. 2

A SUBDIVISION OF A PART OF THE SE1/4 OF SECTION 5 AND THE NE1/4 OF SECTION 8,
BOTH OF TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
COUNTY OF EL PASO, STATE OF COLORADO.

AREA = 62.967 ACRES, MORE OR LESS



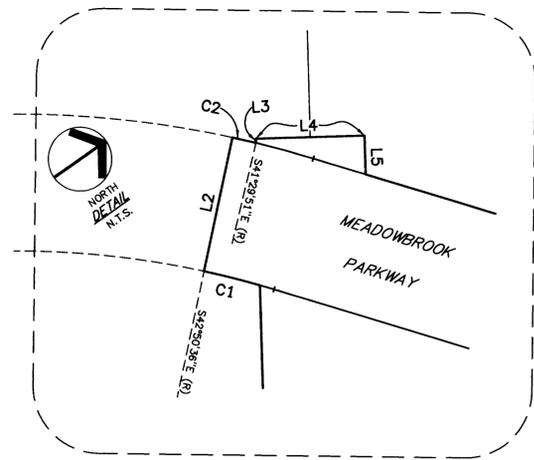
SHEET 3

SHEET 4

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°38'10"W	58.28'
L2	S42°50'36"E (R)	80.00'
L3	S56°32'37"E	2.48'
L4	S33°27'23"W	64.00'
L5	N56°32'37"W	22.65'
L6	S33°55'12"W	32.00'
L7	S56°04'48"E	9.86'
L8	S38°48'52"W	90.33'
L9	S38°36'38"E	99.13'

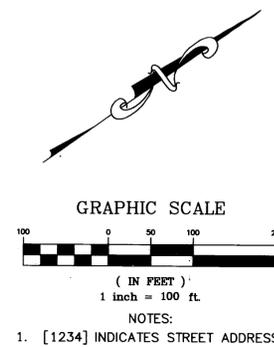
CURVE TABLE			
CURVE	Δ	RADIUS	LENGTH
C1	03°42'24"	525.00'	33.96'
C2	01°20'45"	605.00'	14.21'
C3	19°11'12"	605.00'	292.60'
C4	00°44'23"	7514.00'	97.00'

BOUNDARY CONTROL & SHEET INDEX MAP



CLAREMONT BUSINESS PARK FILING NO. 2

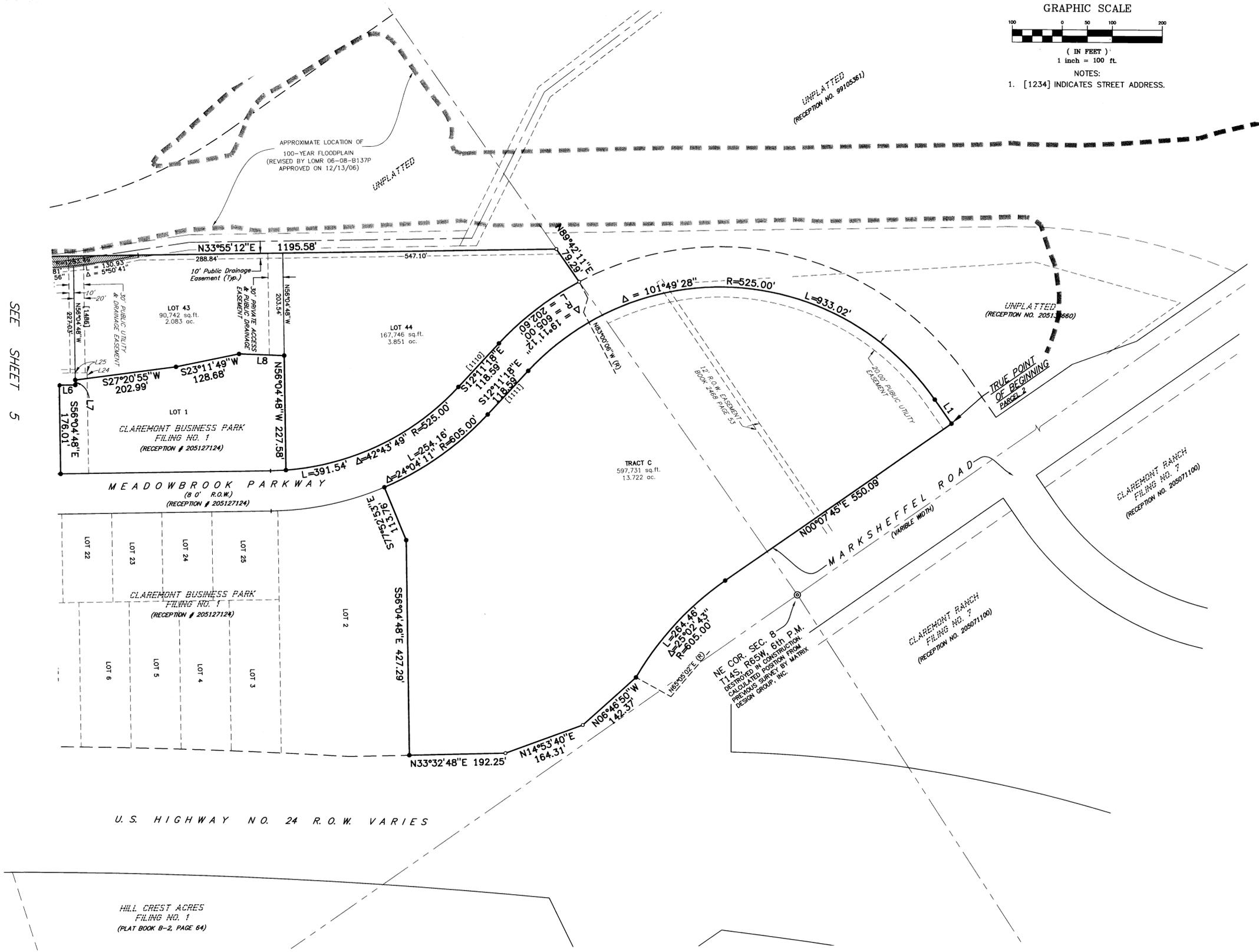
A SUBDIVISION OF A PART OF THE SE1/4 OF SECTION 5 AND THE NE1/4 OF SECTION 8,
 BOTH OF TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
 COUNTY OF EL PASO, STATE OF COLORADO.
 AREA = 62.967 ACRES, MORE OR LESS



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°38'10"W	58.28'
L2	S42°50'36"E (R)	80.00'
L3	S56°32'37"E	2.48'
L4	S33°27'23"W	64.00'
L5	S56°32'37"E	22.65'
L6	S33°55'12"W	32.00'
L7	S56°04'48"E	9.86'
L8	S36°48'52"W	90.33'
L9	N78°27'40"E	42.67'
L10	N81°29'00"W	11.55'
L11	N56°31'58"E	24.28'
L12	N33°28'02"E	52.41'
L13	N33°26'48"E	25.91'
L14	N33°28'02"E	32.10'
L15	N33°27'23"E	32.00'
L16	N33°27'23"E	32.00'
L17	N33°55'12"E	30.31'
L18	N08°31'39"E	24.08'
L19	N34°49'56"E	29.36'
L20	N11°32'54"W	42.67'
L21	N55°50'28"W	53.55'
L22	N86°37'13"E	22.34'
L23	N01°48'21"W	30.49'
L24	N56°04'48"W	9.89'
L25	N33°55'12"W	23.83'
L26	N24°59'37"E	55.55'
L27	N24°59'37"E	91.29'
L28	N11°32'54"E	33.48'
L29	N11°32'20"E	33.48'
L30	N17°00'23"W	15.81'
L31	N55°43'16"W	73.33'

CURVE TABLE			
CURVE	Δ	RADIUS	LENGTH
C1	03°42'24"	525.00'	33.96'
C2	01°20'45"	805.00'	14.21'
C3	06°58'38"	525.00'	63.63'
C4	13°39'50"	250.00'	58.82'
C5	11°18'33"	250.00'	49.20'
C6	19°37'25"	47.50'	16.27'
C7	70°21'59"	47.50'	58.34'
C8	89°58'25"	47.50'	74.60'
C9	2°53'06"	1473.00'	74.17'
C10	89°59'27"	47.50'	74.61'
C11	04°27'39"	741.34'	57.72'
C12	00°33'04"	1020.00'	9.81'
C13	06°22'50"	350.00'	38.98'
C14	11°30'23"	350.00'	70.29'
C15	04°49'37"	605.00'	50.97'
C16	00°51'16"	7514.00'	112.05'
C17	00°20'08"	605.00'	3.54'
C18	00°17'57"	1018.00'	5.31'
C19	02°58'57"	1032.00'	53.72'

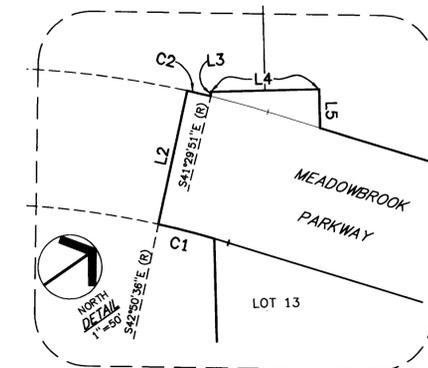
SEE SHEET 5



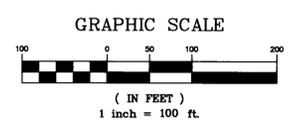
HILL CREST ACRES
 FILING NO. 1
 (PLAT BOOK B-2, PAGE 64)

CLAREMONT BUSINESS PARK FILING NO. 2

A SUBDIVISION OF A PART OF THE SE1/4 OF SECTION 5 AND THE NE1/4 OF SECTION 8,
BOTH OF TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
COUNTY OF EL PASO, STATE OF COLORADO.
AREA = 62.967 ACRES, MORE OR LESS

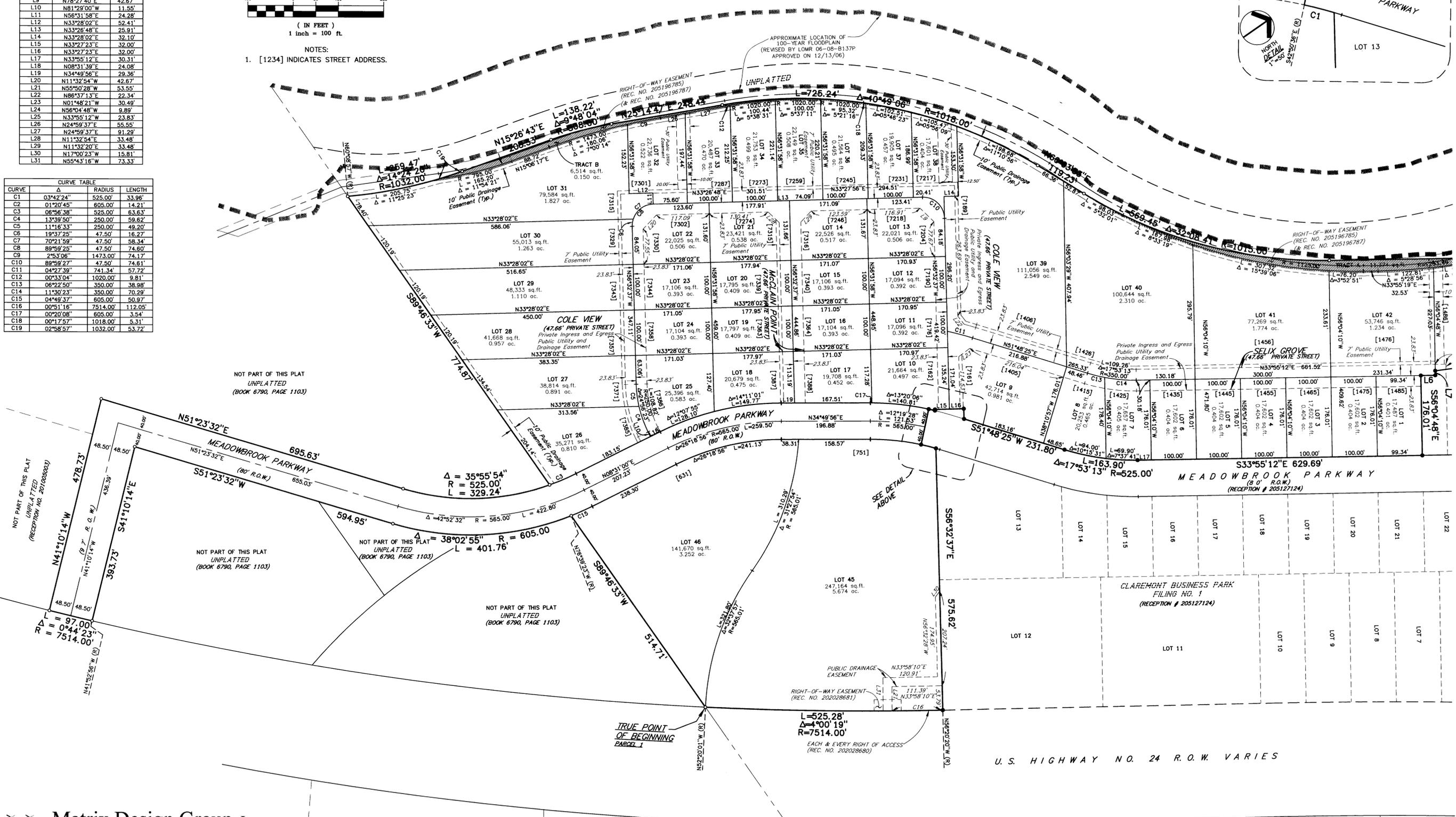


LINE	BEARING	LENGTH
L1	S89°38'10"W	58.28'
L2	S42°50'36"E (R)	80.00'
L3	S56°32'37"E	2.48'
L4	S33°22'23"W	64.00'
L5	S58°32'37"E	22.65'
L6	S33°58'12"W	32.00'
L7	S56°04'48"E	9.86'
L8	S36°48'52"W	90.33'
L9	N78°27'40"E	42.67'
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L12	N33°28'02"E	52.41'
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L14	N33°28'02"E	32.10'
L15	N33°27'23"E	32.00'
L16	N33°27'23"E	32.00'
L17	N33°55'12"E	30.31'
L18	N08°31'38"E	24.08'
L19	N34°49'56"E	29.36'
L20	N11°32'54"W	42.67'
L21	N55°50'28"W	53.55'
L22	N86°37'13"E	22.34'
L23	N01°48'21"W	30.49'
L24	N56°04'48"W	9.89'
L25	N33°55'12"W	23.83'
L26	N24°59'37"E	55.55'
L27	N24°59'37"E	91.29'
L28	N11°32'54"W	33.48'
L29	N11°32'20"E	33.48'
L30	N17°00'23"W	15.81'
L31	N59°43'16"W	73.33'



NOTES:
1. [1234] INDICATES STREET ADDRESS.

CURVE	Δ	RADIUS	LENGTH
C1	03°42'24"	525.00'	33.96'
C2	01°20'45"	605.00'	14.21'
C3	08°56'38"	525.00'	63.63'
C4	13°39'50"	250.00'	53.72'
C5	11°16'33"	250.00'	49.20'
C6	19°37'25"	47.50'	16.27'
C7	70°21'59"	47.50'	58.34'
C8	89°59'25"	47.50'	74.60'
C9	2°53'08"	1473.00'	74.17'
C10	89°59'27"	47.50'	74.61'
C11	04°27'30"	741.34'	57.72'
C12	00°33'04"	1020.00'	9.81'
C13	06°22'50"	350.00'	38.98'
C14	11°30'23"	350.00'	70.29'
C15	04°49'37"	605.00'	50.97'
C16	00°51'16"	7514.00'	112.05'
C17	00°20'08"	605.00'	3.54'
C18	00°17'57"	1018.00'	5.31'
C19	02°58'57"	1032.00'	53.72'



SEE SHEET 4