PCD File: PPR2344

Steve Schleiker 06/28/2024 10:45:43 AM Doc \$0.00 13

Rec \$0.00

El Paso County, C0
224049497

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

Pages

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 prepaid. 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 Ist day of April , 2024, by: Ryan Foster

RYAN FOSTER

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

Witness my hand and official seal.

My commission expires: 09 10 / 2025

TREVOR'S PIALET NOTARY PUBLIC STATE OF COLORADO NOTARY 10 20214035908

Notary Public

Notary Public

Executed this 24 day of \websilon web .2024 by:
BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO  By:  Gilbert LaForce, Engineering Manager Department of Public Works Authorized signatory as County Engineer designee pursuant to Resolution 24-145
The foregoing instrument was acknowledged before me this 24th day of Uune 2024, by Gilbert LaForce, Engineering Manager, Department of Public Works.
Witness my hand and official seal.
My commission expires: //13/2021
Notary Public
Approved as to form:    KELLY M. HILLS     Notary Public     State of Colorado     Notary ID # 20014033687     My Commission Expires 01-13-2026

# Exhibit A

Legal Description

LOT 31 CLAREMONT BUSINESS PARK FIL 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

CLUSTION BUSINESS PARK TL. NO. 2 ARTIGNT BOAD 14 AVE UNS FOOT FLATE 1

ALS AT THE TRATIFICATION OF THE HOPITELYST ONE COMPITITION WITH A WORKELYST COMPITITION WITH A WORKELYST COMPONENT PROPERTY TRATIFICATION OF THE WORKELYST OF THE CHARLIST OF THE WORKELYST OF THE WORKELYST WAS THE WORK OF THE WORKELYST WAS THANKELYST WAS THANKELYST.

TIDNE SOUTH ALTOTA" CAST, 1823) FCLT TO THE RECEMBLE OF A NON-TANCON CLAY CONTACT WIGGS.
CONCLOSION MITHAL ALTOTA'S WEST.

איזויעם א אפטופאר דענו 1970 איזויעם א בע מונה באנו מעני באנור. אימעב פר פריילז"

TOWER YOF VANDER FROM DARWINGS HERE HE WEST TO THE STATE OF A THANKET CARE CONCLUSION OF PARTY CARE CONCLUSION FROM THE STATE OF IN MINIST, DAY, OR ONE, OWNERTHRY, NASH, THET INSERPLA K ONTHAN, WHALL OR STICKEN, THE SOUTH USE OF IN PARENT IN THE WORLD ON THE SOUTH WE OFF IN PARENT IN THE WORLD WITH STANKING THE WORLD WITH STA

HONG XXVIN REVEX WITH STILL 314.21 (TET TO THE DECORNES OF A HONE-TANKS CAPIC DESCRIPTION OF AND MANNER A RADIA OF AND OT TET WHITE CONTROL REVEX MOTHER WAYS MAY BE WENT. A MARINE AND THE CONTROL REPORTS OF DOES THE SHOP PORT CONTROL STANDARD STANDARD CONTROL THE CONTROL T

THENCE ALMIC SAN CLAIMS EDVINGSTERT, AND THE TEST THROUGH A CONTRAL AND OF SEVENIES

ROWS TANGOT TROU SAD DIPPLE SOUTH STRUKT WEST, SHALLS PEET,

# VICINITY MAP N.T.S

LOSSENIO CONTRATO HENCE ALOND SAD CLONE STORM, INLINO FLET THROOM A CONTRAL ANDE OF 1995/151

HORT IMERIT THE LEAST THE LEAST STATE TO TEST THE THE STATE NEWS ALONG MAD CAPA SOUTHWESTERN, (42) FITT THREAD ON THAI (MALE OF 0120/45).

THOUGH THIGHT FROM SAID GARFE, HORTH 1570 AT 1557, 2003.30 PT. TO THE EXCENSION OF A TAMOSH CAPAC COMEAN. SCHIFFLESTINGS AND HANNES A PAINUS OF EXILO FIET.

higher, South Ghonf XV medit, 77 LEF III.T. TO A POBH-TANDOTT CAPP, CORCLAN, HORMWISTENT AND ANAMOR A BACKES OF LIZZ, OVIET, A NUQAL INF FINDE SAID CAPP, FROM SAID FORFI GRAPS MORTH GOVERS? MEDIT.

Theorem Taneshi from the caste region 2014 of Day, 248, 44 Forth to the economics of a familiar concast scune astron to knyma a labous of 1016,00 tons.

BOXCE ALDRESS AND CLIRIC METHERSTORT, 134,23 FTST THROUGH A CONTRAL ANCAL OF FEFERENCY. THOSE ALONG SAN CLINC HOSPIELES, 259 47 FEET THOUGH COMPAL ANGLE OF 147 670".

THORSE MORTH GENERAL HOST FIRST TO THE BECOMENS OF A TANGOT CARN'S CONTAINED HOST TO THE WHORSE OF THIS OF THE STATE CONTAINED THE STATE OF THE STAT

TRANS. ALGES SAID CAPAC HOWNEASTRY, 72124 TET THROUGH CONTRA, ANGLE OF NOVOET. PROJECT ALENO SWO CLENC MOTINGASTELY, 569 43 FEET THREEDEN CENTRAL ANGLE OF JETSFILT.

NOVE THE LIBERT FIRST SECURITY, SOUTH SHELL THAT SHELL THE CONTROL HELD SHELL THE CONTROL THAT SHELL HE CONTROL HELD SHELL HE CONTROL HELD SHELL HE CONTROL HE CONTRO THEOCY MADE THE SLID DRIVE, STUTH ATTACKY TASIS BEEN THEN TO A A PRINT OF A MAY-LIMENT OF THE CONCENT STUTHERSTRY, AND HAVING A RADIUS OF SCHOOL THEY A RADIUL LIFE TIME SKID POINT RIVE SHO CARRY EXANS STUTH ATTACKY EAST. INDICE ALDICE SAID CLERK HOMPICASTICAY, 3398 FIZ.T THROUGH A CONTRAL AVAZ OF GENEZAT:

NEWS ALONG SAID CHINE SALTHER DELINE ALLANT TEXT THEORIGIA A COMPAN, ANGLE OF CANDOTIF TO THE THEIR POINT OF TREATMENT.

mongst Labor (18 SBH) was even stress to users a performant and managed to the control of the co

NOW A WORK THE TEST WAS THE TEST OF THE TE

THOUS TAYOUT THUS SAID CARAC, SOUTH 1241 IS DUST, 11659 TIST TO THE RECORDED OF TAYOUT CARAC CONCANT WENT AND HANNE & RUDINS OF \$15500 FIETH.

TIDET ALDIG SAD CAPIC SURREY, JRISA TET THISSON A CORPIL AVEZ O' 12 LEGY; NEWS ALEM SAD CLINE SOUNDERY, 29250 TET THROUGH A PETRINA, MALE OF THIS 127;

RUNG TANDAT TIME SAD CAPINE BOOTH ATMENT CAST, 1193-39 PLET TO THE SELIN UNE OF SAD SECTION 5.

regions are full father should be supported in its ensured to the country of except and the supported in the EXPERTS 1 THE SECURITY MEDITATION OF MACHINESSOR FLARMER WAS ASSOCIATED TO SECURITY FOR MEDITATION AND ASSOCIATED TO SECURITY ASSOCIATED TO SECURITY AND ASSOCIATED TO SECURITY ASSOCIATED TO SECURI

PROPER IMPORTMENT SUBJECTIONS SOUTH LETHING TASK, 118,59 TO THE BECKER OF THIS SUBJECTION COPPLING METERS AS WANTED A RADIUS OF BEEKN FIELD. THOSE SOME BEST OF WEST, MASS TELL TO THE DEDINANCE OF A MARKEY LOS PETTS. DOWE ALDER SAD CLARK MENDAL, SEDMINISTRAY, SOUNDER! DOWE ALDER SAD CLARK MENDAL, SEDMINISTRAY, SOUNDER! DOWN TO SE NEWS ALONG SAID CLAME STUNDERT, 204 18 PEET TONGOOD A TICHOE ALDAS THE HOSTINGSTER,Y LANS OF SAAD CLANDLONT BUSINESS PARK FLAW, NO. 1 THE FOLLDWING THIS (2) COUPIESS AND DISTANCES

MEN DESCRIPTION DELIBRIDO MONEY ANTHE STATE OF CATE, 1872 FIETE, REPORT HOST HAND CATE, 18121 FIETE,

HADDI DENCE ARREST MENT LESS TOTAL TO THE OUT HE AND THE ARREST MENT OF THE ARREST MENT O RENCE ALONG THE MESTERN RESTORMENT OF SAID MARKHOTTO FROM THE FOLLOWING THE (2) COURSES AND DESIMANCES

PRINCE TANICAL TROUGHER MARIN COOT AS' CAST, 204.09 FC. TO THE EXALL OF RECOMMENT. CONTURNO: 12.722 APRIS MOTE OR LESS RIDGARDEL

A MADE A CARD CARNEL HORMONEY, 28444 FOLT THROUGH A CONTRACT BANCE OF 25-07-15;

NE ASONÉ VIBRORE DO HETGET CULEZ SAU TRACT TO ER CALITIZO MYD LOITE, TRACES, TO CONTROL TA AND SAUGHOUS TO CONTROL THE SEGRET COMPANI DIPLO DO DOS DOMINE ALL STREATS AND THE PROSPECT TO SAUGHOUS THE TRACES TO CONTROL THE TRACES TO CONTROL THE TRACES TO CONTROL TO

A STATE OF THE STA CLAST OF CAMPAGES

CONT. IN COMMENTAL STREET, NO. 17 245 HOURS, WHITE AND STREET, WHITE AND STREET, WHITE STREET, WHITE

Comments of the state of the st The post of San 

The state of the s STATE OF THE PART OF THE PART

CONTROL OF THE CANADA STREET, THE CANADA STREET, CONTROL OF THE CANADA STREET, CONTROL OT THE CANADA STREET, CONTROL OF THE CANADA STREET, CONTROL OT THE CANADA STREET, CONTROL OF THE CANADA STREET, CONTROL OF THE CANADA STREET, CONTROL OT THE CANADA STREET, CONTROL OT THE CA A THE SUPPLIES OF THE SUPPLIES A Commence of the Commence of A GREAT WAS ACCOUNTED FOR MACHINE AND A SOURCE OF THE MACHINE OF THE WASHINGTON BY THE WASHINGTON OF T WINCES UT ALRO AND OFFICE SELE.

UT CORRESPOND TO THE SELE Quien 2009

R. MOY, NO AVENDADO DETRANDET WAS ACROSSIDED SEDERAL TO THE TO DAY OF THE TOTAL THE TO 

OFFICE OFFICE OF THE PERSON OF

THE STORTED THE SECTION OF STORY A PROSESS OF THE STORY AS THE SECTION OF THE SEC

THE STATE OF THE S



down Clark

waryn ame m 26 to a Beer ber Kristial Heldelle war mers PARTE S

TOTAL SECTION OF THE SOUR TE N

NOTIFIED TO THE PROPERTY OF TH See See SAN OF GLORISOS

PORT OFFICE TO SEE OFFICE WITH THE PROPERTY OF THE PROPERTY OF

Matrix Design Group, Inc. Internet Design Solution Colombing, 2012 100 Colombing, Co. 100 (100 Colombing) (100

THE STATE AND THE STATE OF THE

COUNTY OF THE PARTY OF THE PART The part of the following particular and the following to the particular to the following to the particular to the following to the particular to the partic The Court of the Court of the State of the S A SUBDIVISION OF A PART OF THE SET/4 OF SECTION 5 AND THE NET/4 OF SECTION 8, BOTH OF TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,

COUNTY OF EL PASO, STATE OF COLORADO.

(1) PROPERTY IS SUBJECT TO THE TEALS, ACREDIENTS, PROMISIONS COMMITTIONS AND COLICATIONS AS CONTAINED IN RESOLUTION NO DO-231 AT RECEPTION NO 2010/1980

In a DOT WINDSTAND SHALL SEE SOON, CONVEYED ON TRANSPRIESON WITHING DOES OF CONTINUES THE MEMORY THAN SHALL SHALL

3. WASTEWATER SERVICES FOR THIS SJEDINISTON ARE TO BE PROVIDED BY THE CHEROKEL METROPOLITAN OSTRIDI.

L. ALL STRUCTURAL FOUNDATIONS SHALL BE COCATED AND COSSISSION OF A PROFESSIONAL ENGINEED, CURRENTLY REGISTERED IN THE STATE OF COCKORADO.

5 THE ADDRESSES EXHEITED ON THIS PLAT ARE FOR INFORMATIONAL THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE

THE WATER SUPPLY FOR THIS SUBOYNSION WILL BE DELIVERED BY THE CHEROKEE LIETROPOLITAN DISTRICT.

TO A COUNTY, ACCOUNTS TO EXCEPT IN ANY TO AN

22 NOTICE: THIS PROPERTY MAY BE INPACTED BY NOCK CAUGED BY ANGLAR CREATERNESS MAY AND ONTO THE COORTINGS MANURCHAIL AND THE BURST SHOULD FAMILYMIZE HASELY/PIESELF WITH THIS POTICYINULY AND THE RAMPICATIONS INFRIG.

2) ali, streets sauma, except for veadombrox parkman, are private and will be owned and vantained by the property owners association

TO THE INFORMATION AND CONTROL OF THE CONTROL OF TH

30 BASS OF BEAGINES ARE REFERRED TO THE EAST LINE OF THE MANAZEST ONE-CANATIR OF SECTION S, TRANSING IN 4 SOUTH, RANACE 65 MESS OF THE BITH TALL AS BEHIN HURSH DON'S 45 EAST.

IN. In The Freeders robert in secretises to a Messabe, And Authority or a first of the Freeders of the Freeder

AREA = 62,967 ACRES, MORE OR LESS

# CEMERAL NOTES COMPINIED:

IB A REPRESONATIVE OF MATRIX DESIGN GROUP, INC. WILL SET A \$6 REBAR WITH AN I - I/2, ALUMNUU CAO STAURDED "UMRRYES S2822" AT LE RTENDRO BOANDARY CORNERS, UNLESS OTHERMSE NOTED.

CONTROL OF THE CONTROL OF THE CONTROL OF SECURITY OF S

SURVEYOR'S CERTIFICATION

Los contractor registrous

19 NO DIRECT LOT ADCIES TO MARGRETIZE HOLD DAME OF FURNITIES

21 NOTE, THE SERVEN DESCRIPTOR, A PLAN LESSAGE BY LIFER SERVEN CESCHI GROUP, TO CITTIBUTE THE COMPARITOR OF THE COMPARIT

28. TRACI A AND TRACT B SYALL BE USED FOR DRAINAGE PURPOSES AND SYALL BE OWNED AND MANTAMED BY EL PASO COUNTY. 23, LOTS 10 IMBOUGH 25 SHALL DRAIN TO THOR RESPECTIVE FRONTAGE: AND WILL HOT DISCURROF TO AGLACENT LOTS

28. EASSMENTS ARE AS SHOWN ON THE PLAT. THE SOLE RESPONSIBILITY FOR MANITALANCE OF THESE EASTMENTS IS HERBEY YESTED WITH THE HADMOLUL PROPERTY OWNERS. 27. ALL PROPERTY OWNERS ARE RESPONISHEE FOR LAGNIANTING PROPER STORM WATER DRAWAGE IN AND THROUGH THEIR PROPERTY.

II.1, WHE OF A REQUESTED, I RECOMBINED BY LANGE THE A 2-SE RECORD IN BITTERS BY CONTINUED BY CON

B HO WAN-WADE OR NOW-MAN WADE OBSTRUCTIONS SHALL BE ALLOWED TO PENETRATE THE 40-1 APPROACH SURFACE

B ALL EXTERNOR LICHTING PLANS BE APPROVED BY THE DIFFECTIOR OF MANATION WITH COLOCALD SPRINGS MUNICIPAL, AMPORT TO PREVENT A MANATION AND ANTICIPATE.

7 JAMEDYES SHALL BE UNSTALLED IN ACCORDANCE MITH ALL EL PASO COUNTY DEPARTMENT OF TRANSPORTATION AND UNITED STATES POSTAL SERVICES REGULATIONS

10 NO DECTROMACHETIC LIGHT, ANY PHYSICAL DAISSOMS WHICH WAY INFERENCE WITH ARCRAFT. AVIGATION, COMMUNICATIONS OR NAVIGATIONAL NOS SHALL BE ALLOWED.

S PRICK TO THE ESTABLISHMENT OF ANY DRIVEWAY CNTD A COUNTY GOOD. AN ACCESS FERMINT MOST BE GRANTED BY THE EL PASO COUNTY DEVELOPUTE SERVICE DEPARATION.

22 HACT C TS RESENTED TOR FUTURE COMMERCIA/NOUSTIMA DPREADMENT MED SHALL BE OWNED MAN DAMINIMANED BY CLAREDINY DEED DWEET INC. AND THUR RESTS OF SUCCESSORS AMY FUTURE DEED SHARM WHO THAT C SALL BE SARECT TO EL PAST COMMY SUBJECTIVEM AND DEVELORMENT APPROVALS

31, PERLITED ACCESS TO MEADOMBROOK PARKWAY SHALL COUPLY WITH THE APPROVED PRELIMINARY PLAN FOR CLARBUONT BUSINESS PARK

33. HE COURTY SHILL DON NO LIANGELLAN LLL. STORM SERVES
SEGAMEN OF A PRINCE, HE HEAL LEAVES SERVES
SEGAMEN OF A PRINCE, HE HEAL LANGES SERVES
GERGER SERVES
GERGER SERVES

17. PROPERTY IS SUBJECT TO THE TERMS, ACREMENTS, PROVISIONS, CONDITIONS AND ORGALIANDORS AS CONTAINED IN RESOLUTION 97-282. LAND LOSS-1164 RECORDED AT RECEPTION NO 97151/776 AND REVISCO AT PROSECUENT OR 10 95000938.

14 TIE SIBLECT PROPERTY IS CURPENTY UCCATED WITHY THE GONDANES OF THE CONTRAL MARKSHETTL METROPOLITAM DISTRICT, AND WILL BE SUBECT TO ANY PROPERTY TAKES OR FEES WHICH ARE WOW EXIDED BY THE DISTRICT OR WACK! WAY TE LENED BY THE FUIDIFFE.

13 THE WINDS OF CONVESSAL 1075 HENCELY PLATED. 44

15 PROPERTY IS SUBJECT TO THE RICHTS AS DESCRIBED IN THE UNITED STATES PATENT RECORDED NOVEMBER 16, 1866 IN BOCK 72 AT PACE 90

18 PROPERTY IS SUBJECT TO ANY ASSESSMENT OR LIEN OF THE PRERIONEE BERNOPOLITAM DISTINCT AS DECEMBED IN THE COURT OFFER PECHALICED IN BOOK 5216 AT PARE 355 AND BROOK 5883 AT ELS.

2. ALL PROPERTY WITHIN THIS SUBDINSON IS SUBJECT TO AN AMGATION ASSULANT AS RECORDED AT RECORDED HOW HE DECORDED.

\*\* RE L. PASO COMMY CLEW, AND RECORDED.

Matrix Design Group, Inc. Integrated Design Solution 2013 Recently Indexes, Solici 180 Colonido Spring, CO 1873 (Designation of the Profession Procedure) of the Profession Procedure of the Profession Profession Profession 3,





