



**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 (Developer) and BENT GRASS METROPOLITAN DISTRICT (Metro District), a quasi-municipal corporation and political subdivision of the State of Colorado. The above may occasionally be referred to herein singularly as "Party" and collectively as "Parties."

Recitals

- A. WHEREAS, the District provides various municipal services to certain real property in El Paso County, Colorado referred to as Bent Grass Residential Filing No. 2, and
- B. WHEREAS, Developer is the owner of certain real estate (the Property or Subdivision) in El Paso County, Colorado, which Property is legally described in Exhibit A attached hereto and incorporated herein by this reference; and
- C. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as Bent Grass Residential Filing No. 2; and
- D. 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
- E. WHEREAS, Chapter 8, Section 8.4.5 of the El Paso County Land Development Code, as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised Statutes (C.R.S.), requires the County to condition approval of all subdivisions on a developer's promise to so construct adequate drainage, water runoff control facilities, and BMPs in subdivisions; and
- F. WHEREAS, the Drainage Criteria Manual, Volume 2, as amended by Appendix I of the El Paso County Engineering Criteria Manual (ECM), as each may be periodically amended, promulgated pursuant to the County's Colorado Discharge Permit System General Permit (MS4 Permit) as required by Phase II of the National Pollutant Discharge Elimination System (NPDES), which MS4 Permit requires that the County take measures to protect the quality of stormwater from sediment and other contaminants, requires subdividers, developers, landowners, and owners of facilities located in the County's rights-of-way or easements to provide adequate permanent stormwater quality BMPs with new development or significant redevelopment; and
- G. WHEREAS, Section 2.9 of the El Paso County Drainage Criteria Manual provides for a developer's promise to maintain a subdivision's drainage facilities in the event the County does not assume such responsibility; and

H. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions, which basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control; and

I. WHEREAS, Developer desires to construct for the subdivision three (3) 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

J. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that is or will be platted as Tract B, Tract H, and Tract K, as indicated on the final plat of the subdivision, and as set forth on Exhibit B attached hereto; and

K. WHEREAS, Developer shall be charged with the duty of constructing the detention basin/BMP(s) and the Metro District shall be charged with the duties of operating, maintaining and repairing the detention basin/BMP(s) on the Property described in Exhibit B; and

L. WHEREAS, it is the County’s experience that subdivision developers and property owners historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs, and that these detention basins/BMPs, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and

M. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers and property owners have failed in their responsibilities, and therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to so clean, maintain and repair the detention basin/BMP(s) serving this Subdivision due to the Developer’s or the Metro District’s failure to meet its obligations to do the same; and

N. WHEREAS, the County conditions approval of this Subdivision on the Developer’s promise to so construct the detention basin/BMP(s), and further conditions approval on the Metro District’s promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin/BMP(s) serving this Subdivision; and

O. WHEREAS, the County could condition subdivision approval on the Developer’s promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Developer’s and the Metro District’s promises contained herein; and

P. 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

Q. WHEREAS, Pursuant to Colorado Constitution, Article XIV, Section 18(2) and Section 29-1-203, Colorado Revised Statutes, governmental entities may cooperate and contract with each other to provide any function, services, or facilities lawfully authorized to each.

### Agreement

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

1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.

2. Covenants Running with the Land: Developer and the Metro District agree that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit A attached hereto, and that this entire Agreement and the performance thereof shall be binding upon themselves, their respective 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, three (3) 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 the 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 respective successors and assigns, for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the Provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

4. Maintenance: The Metro District agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the 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 and the Metro District a non-exclusive perpetual easement upon and across that portion of the Property described in Exhibit B. The purpose of the easement is to allow the County and the Metro District 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, the Metro District and their respective 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 and the Metro District agree and covenant, for themselves, their respective successors and assigns, that they will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMP(s) pursuant to the provisions of this Agreement.

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

8. Contingencies of Subdivision Approval: Developer's and the Metro District's execution of this Agreement is a condition of subdivision approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. Conveyance of Tract B, Tract H, and Tract K, as indicated on the final plat of the subdivision, from Developer to the Metro District (which will include a reservation of easement in favor of the County for purposes of accessing, inspecting, cleaning, maintaining, and repairing the detention basin/BMP(s)), and recording of the Deed for the same; and
- b. A copy of the Covenants of the Subdivision, if applicable, establishing that the Metro District is obligated to inspect, clean, maintain, and repair the detention basin/BMP(s).

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 Development Services Department and/or El Paso County Department of Transportation: Any and all actions and decisions to be made hereunder by the County shall be made by the Director of the El Paso County Development Services Department and/or the Director of the El Paso County Department of Transportation. Accordingly, any and all documents, submissions, plan approvals, inspections, etc. shall be submitted to and shall be made by the Director of the Development Services Department and/or the Director of the El Paso County Department of Transportation.

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer and the Metro District agree, for themselves, their respective successors and assigns, that they will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their respective intentional or negligent acts, errors or omissions or that of their agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the 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, the Metro District, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

13. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMP(s) be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer and the Metro District shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer and the Metro District, but not the County, shall be

responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

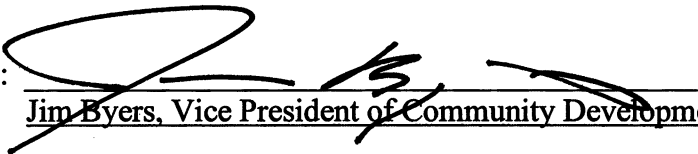
14. Applicable Law and Venue: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in the El Paso County District Court.

15. Limitation on Developer's Obligation and Liability: The obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat as described in Paragraph Three (3) of the Recitals set forth above is recorded and the Developer completes the construction of the detention basin/BMP(s) and transfers all applicable maintenance and operation responsibilities to the Metro District. By execution of this agreement, the Metro District agrees to accept all responsibilities and to perform all duties assigned to it, including those of the Developer, as specified herein, upon transfer of Tract B, Tract H, and Tract K from Developer to the Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 18<sup>th</sup> day of JUNE, 2020 by:

Challenger Communities, LLC  
A Colorado limited liability company

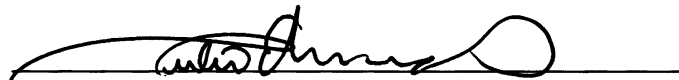
By:   
Jim Byers, Vice President of Community Development

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 2020, by Jim Byers, Vice President of Community Development, Challenger Communities, LLC

Witness my hand and official seal.

My commission expires: 8.26.2021

JULIE K. EDMUNDS  
Notary Public  
State of Colorado  
Notary ID #20134054579  
My Commission Expires 08-26-2021

  
Notary Public

Executed this 19th day of June, 2020, by:

BENT GRASS METROPOLITAN DISTRICT

By: *Randy Case*  
Randy Case, President

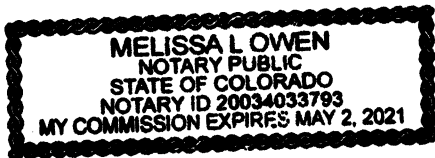
Attest:

By: *Bryan T. Long*  
Bryan T. Long, Board Member  
Name Title

The foregoing instrument was acknowledged before me this 19th day of June, 2020, by Randy Case, President, and Bryan T. Long, Board Member BENT GRASS METROPOLITAN DISTRICT

Witness my hand and official seal.

My commission expires: May 2, 2021



*Melissa L Owen*

Notary Public

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

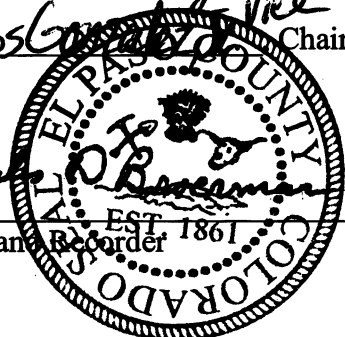
BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By: Longinos Gonzalez

Longinos Gonzalez Vice Chair

Attest: Chris Blarman

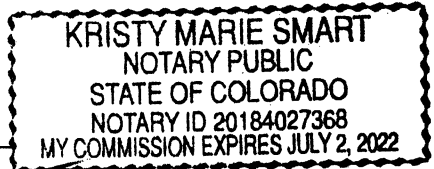
County Clerk and Recorder



The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of August, 2020, by Longinos Gonzalez, Chair of the Board of County Commissioners of El Paso County, Colorado, as Attested to by Chris Blarman, County Clerk and Recorder.

Witness my hand and official seal.

My commission expires: July 2, 2022



[Signature]  
Notary Public

Approved as to Content and Form:

Lori L. Slag  
Assistant County Attorney



## EXHIBIT A

### LEGAL DESCRIPTION

PARCELS OF LAND AS DESCRIBED IN WARRANTY DEEDS RECORDED AT RECEPTION NO. 219074560 AND 219074561 OF THE EL PASO COUNTY CLERK AND RECORDER OFFICE, BEING A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST, OF THE 6TH/ PRINCIPAL MERIDIAN, LOCATED IN EL PASO COUNTY, STATE OF COLORADO, BEING 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 BEARING OF THE LINE BETWEEN THE SOUTHWEST CORNER OF SECTION 1, T13S, R65W AND THE WEST QUARTER CORNER OF SECTION 1, T13S, R65W IS N00°13'46"W AND MONUMENTED AS SHOWN:

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF SAID SECTION 1; THENCE N00°13'46"W WITH THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 1928.67 FEET TO THE SOUTHWEST CORNER OF A PARCEL DESCRIBED IN WARRANTY DEED RECORDED AT RECEPTION NO. 21303554 OF THE EL PASO COUNTY CLERK AND RECORDER OFFICE; THENCE WITH THE SOUTH LINE OF SAID PARCEL, N89°47'22"E A DISTANCE OF 419.98 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL AND BEING THE SOUTHWEST CORNER OF A STRIP OF LAND DESCRIBED IN QUIT CLAIM DEED AT RECEPTION NO. 209061972 AND ALSO BEING THE POINT OF BEGINNING:

THENCE N00°13'46"W, A DISTANCE OF 206.47 FEET TO A POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 23°58'12", A DISTANCE OF 253.10 FEET, A CHORD BEARING OF N11°45'20"E WITH A CHORD DISTANCE OF 251.26 FEET;

THENCE N23°44'26"E, A DISTANCE OF 301.49 FEET TO A POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 65°45'45", A DISTANCE OF 694.40 FEET, A CHORD BEARING OF N56°37'18"E WITH A CHORD DISTANCE OF 656.91 FEET;

THENCE N89°30'12"E, A DISTANCE OF 62.90 FEET;

THENCE N00°14'14"W, A DISTANCE OF 938.90 FEET TO A POINT ON THE SOUTH LINE OF THE MEADOWS FILING NO. 3, RECORDED AT RECEPTION NO. 200135677 AND ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTH 1/16TH OF SAID SECTION 1;

THENCE WITH SAID SOUTH LINE, N89°36'34"E, A DISTANCE OF 1431.39 FEET TO THE NORTH 1/16TH CORNER OF SAID SECTION 1;

THENCE N89°36'02"E, A DISTANCE OF 28.34 FEET;

THENCE S00°22'19"E, DISTANCE OF 619.54 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BENT GRASS MEADOWS DRIVE (AN 80' PUBLIC RIGHT OF WAY) AND BEING A POINT ON THE NORTH LINE OF BENT GRASS RESIDENTIAL FILING NO. 1, RECORDED AT RECEPTION NO. 215713636;

THENCE WITH SAID NORTH RIGHT OF WAY LINE AND THE NORTH LINE OF SAID BENT GRASS RESIDENTIAL FILING NO.1, S89°38'09"W, A DISTANCE OF 28.48 FEET TO THE NORTHWEST CORNER OF SAID BENT GRASS MEADOWS DRIVE RIGHT OF WAY AND BEING A POINT ON THE EAST 1/16 LINE OF SAID SECTION 1;

THENCE WITH SAID EAST 1/16 LINE, S00°21'34"E, A DISTANCE OF 699.51 FEET;

THENCE CONTINUING WITH SAID EAST 1/16 LINE, S00°21'50"E, A DISTANCE OF 693.63 FEET TO THE NORTHEAST CORNER OF A PARCEL DESCRIBED IN DEED AT BOOK 3233, PAGE 824 OF THE EL PASO COUNTY CLERK & RECORDER;

THENCE WITH THE NORTH OF LINE OF SAID PARCEL, S89°47'22"W, A DISTANCE OF 952.75 FEET TO THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED IN BOOK 3233 AT PAGE 824;

THENCE ALONG THE WEST LINE OF SAID PARCEL, S00°22'01"E, A DISTANCE OF 18.25 FEET TO THE NORTHEAST CORNER OF A PARCEL DESCRIBED IN DEED AT RECEPTION NO. 208053974;

THENCE WITH THE NORTH LINE OF SAID PARCEL DESCRIBED AT RECEPTION NO. 208053974, S89°47'22"W, A DISTANCE OF 179.94 FEET;

THENCE N00°12'38"W, A DISTANCE OF 119.39 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 55°58'18", A DISTANCE OF 439.60 FEET, A CHORD BEARING OF N28°11'47"W WITH A CHORD DISTANCE OF 422.33 FEET;

THENCE N56°10'56"W, A DISTANCE OF 198.31 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 16°06'20", A DISTANCE OF 151.79 FEET, A CHORD BEARING OF N48°07'46"W WITH A CHORD DISTANCE OF 151.29 FEET;

THENCE N40°04'36"W, A DISTANCE OF 279.73 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 32°26'00", A DISTANCE OF 297.18 FEET, A CHORD BEARING OF S39°57'26"W WITH A CHORD DISTANCE OF 293.23 FEET;

THENCE S23°44'26"W, A DISTANCE OF 301.49 FEET TO A POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 23°58'12", A DISTANCE OF 219.64 FEET, A CHORD BEARING OF S11°45'20"W WITH A CHORD DISTANCE OF 218.04 FEET;

THENCE S00°13'46"E, A DISTANCE OF 206.50 FEET TO THE SOUTHEAST CORNER OF SAID STRIP OF LAND DESCRIBED IN QUITCLAIM DEED AT RECEPTION NO. 209061972;

THENCE WITH SOUTH LINE OF SAID STRIP OF LAND, S89°47'22"W, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

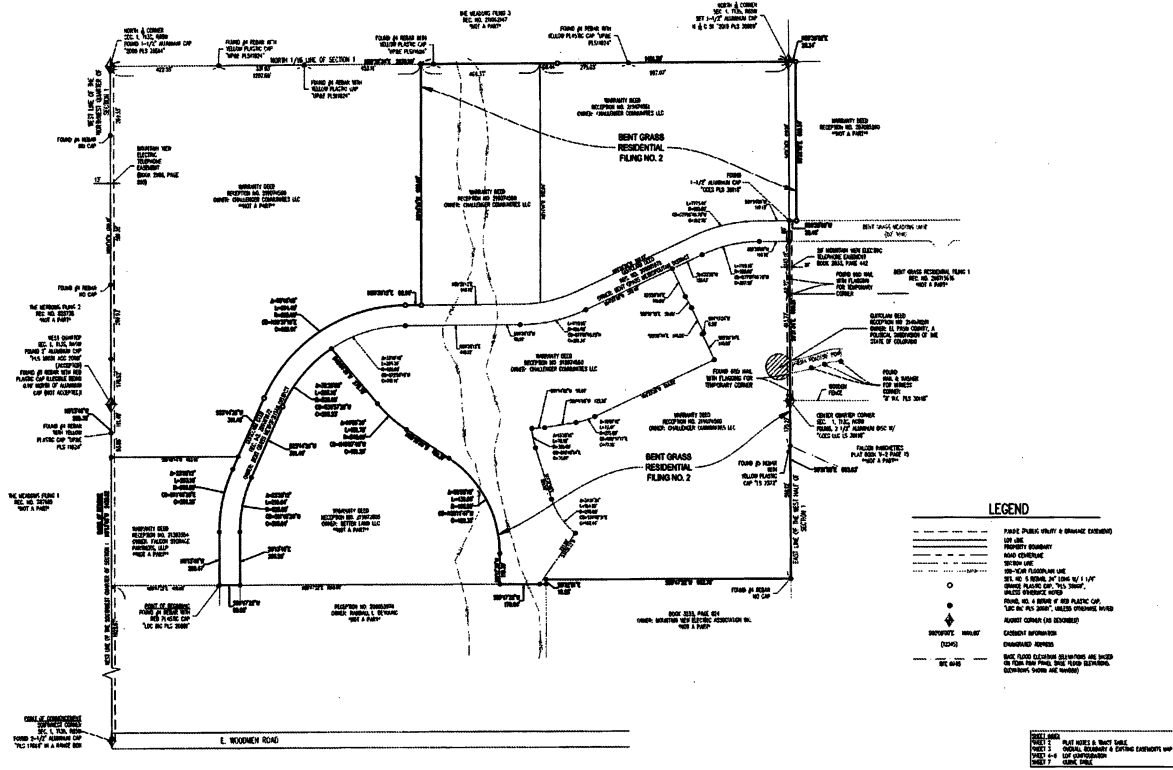
THE ABOVE DESCRIBED PARCEL CONTAINS 2,985,862 SQUARE FEET OR 68.55 ACRES, MORE OR LESS.





**BENT GRASS RESIDENTIAL FILING NO. 2**  
 LOCATED IN THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF  
 SECTION 1 T13S R30W OF THE 6TH PRINCIPAL MERIDIAN  
 COUNTY OF EL PASO, STATE OF COLORADO

**OVERALL BOUNDARY & EXISTING EASEMENTS MAP**



**Galloway**  
 Surveyors & Engineers, Inc.  
 1000 North 10th Street  
 Suite 100  
 Fort Collins, CO 80521  
 Phone: 970.221.1111  
 Fax: 970.221.1112  
 www.galloway-surveyors.com

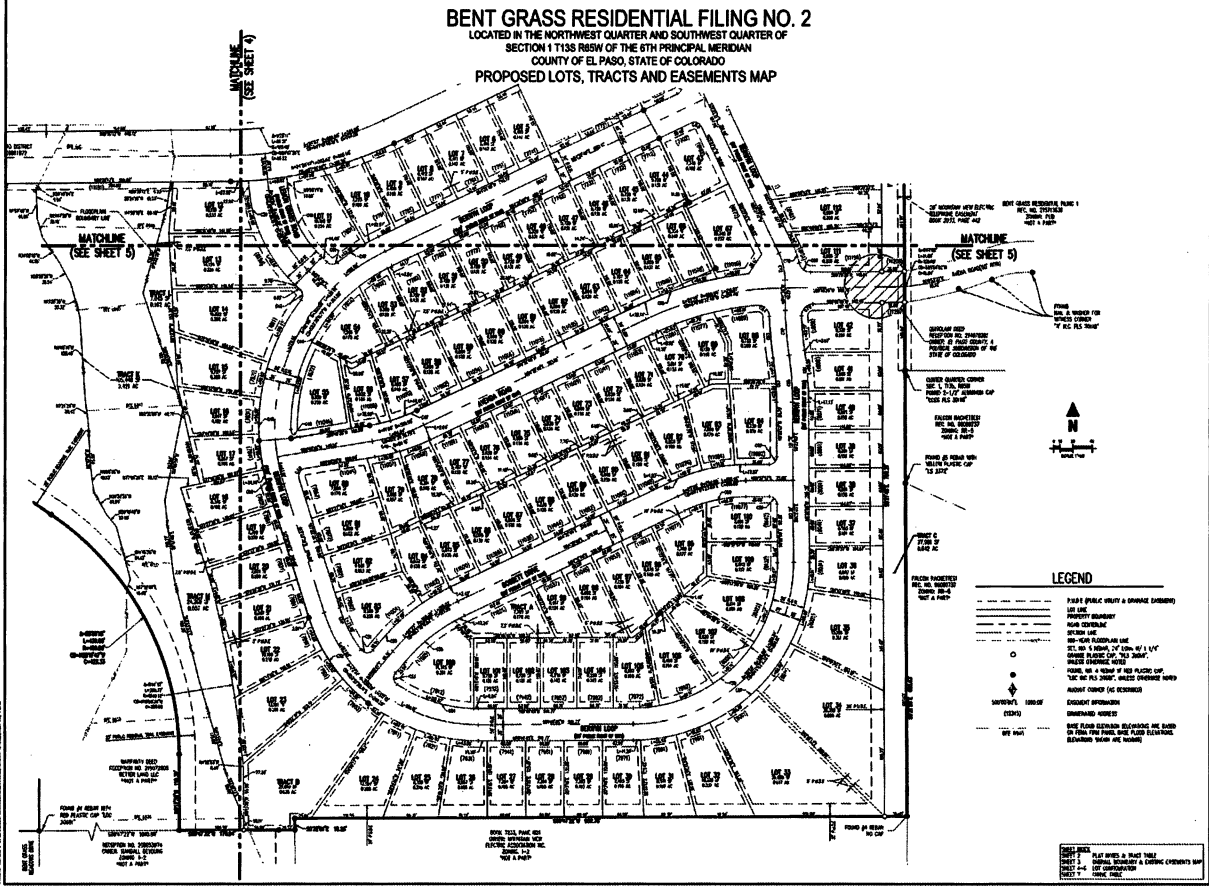
**FINAL PLAT**  
**BENT GRASS RESIDENTIAL FILING NO. 2**  
 LOCATED IN THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF  
 SECTION 1 T13S R30W OF THE 6TH PRINCIPAL MERIDIAN  
 COUNTY OF EL PASO, STATE OF COLORADO

Symbol	Description	Code
---	PLAT BOUNDARY	101
---	PROPERTY BOUNDARY	102
---	EASEMENT	103
---	EXISTING EASEMENT	104
---	1/4" WIDE PLASTIC CAP	105
---	1/2" WIDE PLASTIC CAP	106
---	3/4" WIDE PLASTIC CAP	107
---	1" WIDE PLASTIC CAP	108
---	2" WIDE PLASTIC CAP	109
---	3" WIDE PLASTIC CAP	110
---	4" WIDE PLASTIC CAP	111
---	6" WIDE PLASTIC CAP	112
---	8" WIDE PLASTIC CAP	113
---	12" WIDE PLASTIC CAP	114
---	18" WIDE PLASTIC CAP	115
---	24" WIDE PLASTIC CAP	116
---	36" WIDE PLASTIC CAP	117
---	48" WIDE PLASTIC CAP	118
---	72" WIDE PLASTIC CAP	119
---	96" WIDE PLASTIC CAP	120
---	144" WIDE PLASTIC CAP	121
---	192" WIDE PLASTIC CAP	122
---	288" WIDE PLASTIC CAP	123
---	384" WIDE PLASTIC CAP	124
---	576" WIDE PLASTIC CAP	125
---	768" WIDE PLASTIC CAP	126
---	1152" WIDE PLASTIC CAP	127
---	1536" WIDE PLASTIC CAP	128
---	2304" WIDE PLASTIC CAP	129
---	3072" WIDE PLASTIC CAP	130
---	4608" WIDE PLASTIC CAP	131
---	6144" WIDE PLASTIC CAP	132
---	9216" WIDE PLASTIC CAP	133
---	12288" WIDE PLASTIC CAP	134
---	18432" WIDE PLASTIC CAP	135
---	24576" WIDE PLASTIC CAP	136
---	36864" WIDE PLASTIC CAP	137
---	49152" WIDE PLASTIC CAP	138
---	73728" WIDE PLASTIC CAP	139
---	98304" WIDE PLASTIC CAP	140
---	147456" WIDE PLASTIC CAP	141
---	196608" WIDE PLASTIC CAP	142
---	294912" WIDE PLASTIC CAP	143
---	393216" WIDE PLASTIC CAP	144
---	589824" WIDE PLASTIC CAP	145
---	786432" WIDE PLASTIC CAP	146
---	1179648" WIDE PLASTIC CAP	147
---	1572864" WIDE PLASTIC CAP	148
---	2359296" WIDE PLASTIC CAP	149
---	3145728" WIDE PLASTIC CAP	150
---	4718592" WIDE PLASTIC CAP	151
---	6291456" WIDE PLASTIC CAP	152
---	9437280" WIDE PLASTIC CAP	153
---	12583104" WIDE PLASTIC CAP	154
---	18874688" WIDE PLASTIC CAP	155
---	25166272" WIDE PLASTIC CAP	156
---	37749376" WIDE PLASTIC CAP	157
---	50332480" WIDE PLASTIC CAP	158
---	75498624" WIDE PLASTIC CAP	159
---	100664768" WIDE PLASTIC CAP	160
---	151497152" WIDE PLASTIC CAP	161
---	202329536" WIDE PLASTIC CAP	162
---	303494400" WIDE PLASTIC CAP	163
---	404659264" WIDE PLASTIC CAP	164
---	606958016" WIDE PLASTIC CAP	165
---	809256768" WIDE PLASTIC CAP	166
---	1213926656" WIDE PLASTIC CAP	167
---	1618596544" WIDE PLASTIC CAP	168
---	2427894816" WIDE PLASTIC CAP	169
---	3237193088" WIDE PLASTIC CAP	170
---	4854289920" WIDE PLASTIC CAP	171
---	6471386752" WIDE PLASTIC CAP	172
---	9707080096" WIDE PLASTIC CAP	173
---	12942773440" WIDE PLASTIC CAP	174
---	19414160128" WIDE PLASTIC CAP	175
---	25885546816" WIDE PLASTIC CAP	176
---	38828320000" WIDE PLASTIC CAP	177
---	51771093184" WIDE PLASTIC CAP	178
---	77653766368" WIDE PLASTIC CAP	179
---	103536497536" WIDE PLASTIC CAP	180
---	155304755200" WIDE PLASTIC CAP	181
---	207073012864" WIDE PLASTIC CAP	182
---	310609270720" WIDE PLASTIC CAP	183
---	414145528704" WIDE PLASTIC CAP	184
---	621218297600" WIDE PLASTIC CAP	185
---	828291066496" WIDE PLASTIC CAP	186
---	1242435302400" WIDE PLASTIC CAP	187
---	1656579538304" WIDE PLASTIC CAP	188
---	2484869207040" WIDE PLASTIC CAP	189
---	3313158875776" WIDE PLASTIC CAP	190
---	4968837751552" WIDE PLASTIC CAP	191
---	6624516627328" WIDE PLASTIC CAP	192
---	9936774944000" WIDE PLASTIC CAP	193
---	13249033260736" WIDE PLASTIC CAP	194
---	19918550018496" WIDE PLASTIC CAP	195
---	26588066776256" WIDE PLASTIC CAP	196
---	39882100273408" WIDE PLASTIC CAP	197
---	53176133770560" WIDE PLASTIC CAP	198
---	79764201152000" WIDE PLASTIC CAP	199
---	106352268534528" WIDE PLASTIC CAP	200





**BENT GRASS RESIDENTIAL FILING NO. 2**  
 LOCATED IN THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF  
 SECTION 1 T13S R85W OF THE 6TH PRINCIPAL MERIDIAN  
 COUNTY OF EL PASO, STATE OF COLORADO  
**PROPOSED LOTS, TRACTS AND EASEMENTS MAP**



**Galloway**  
 1100 West 10th Ave. Ste. 100  
 Fort Collins, CO 80521  
 Phone: 970-221-1100  
 Fax: 970-221-1101  
 Website: www.galloway.com



**FINAL PLAT**  
**BENT GRASS RESIDENTIAL FILING NO. 2**  
 LOCATED IN THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF  
 SECTION 1 T13S R85W OF THE 6TH PRINCIPAL MERIDIAN  
 COUNTY OF EL PASO, STATE OF COLORADO

1. DATE	11/11/2011	BY	DAVID L. GALLOWAY
2. DRAWN	DAVID L. GALLOWAY	CHKD	DAVID L. GALLOWAY
3. CHECKED	DAVID L. GALLOWAY	APP'D	DAVID L. GALLOWAY
4. REVISIONS			

DATE	11/11/2011
BY	DAVID L. GALLOWAY
CHKD	DAVID L. GALLOWAY
APP'D	DAVID L. GALLOWAY

**6**  
 SHEET 6 OF 7



