

**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 [Lorson, LLC](#) (Developer) and [Lorson Ranch 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 [Carriage Meadows South at Lorson Ranch](#) 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 [Carriage Meadows South at Lorson Ranch](#) 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

three?

I. WHEREAS, Developer desires to construct for the subdivision **two** 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 M, Tract P, and Tract H, Carriage Meadows South at Lorson Ranch 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, two 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 M, Tract P, and Tract H, Carriage Meadows South at Lorson Ranch](#) 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 M, Tract P, and Tract H from Developer to the Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

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

Lorson, LLC

By: _____

Jeff Mark, Manager

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Jeff Mark, Authorized signing Agent, Lorson, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

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

Lorson Ranch METROPOLITAN DISTRICT

By: _____

Jeff Mark, President

Attest:

By: _____
Jeff Mark, President

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by Jeff Mark, President, Lorson Ranch METROPOLITAN DISTRICT

Witness my hand and official seal.

My commission expires: _____

Notary Public

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

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
_____, President

Attest:

County Clerk and Recorder

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, Chair of the Board of County Commissioners of El Paso County,
Colorado, as Attested to by _____, County Clerk and Recorder.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

EXHIBIT A

LEGAL DESCRIPTION: CARRIAGE MEADOWS SOUTH AT LORSON RANCH

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 22 AND A PORTION OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 23, ALL IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 23, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED FROM WHICH THE EAST ONE-QUARTER CORNER OF SAID SECTION 23 BEARS N89°41'52"E, A DISTANCE OF 5319.56 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF THE ALTA/ACSM LAND TITLE SURVEY AS RECORDED UNDER DEPOSIT NO. 203900175 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER THE FOLLOWING THREE (3) COURSES:

1. THENCE S89°21'16"W, A DISTANCE OF 1142.42 FEET;
2. THENCE S89°31'47"W, A DISTANCE OF 640.69 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD;
3. THENCE N14°49'49"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE SAID LINE ALSO BEING THE WESTERLY LINE OF THE BARGAIN AND SALE DEED, AS RECORDED UNDER RECEPTION NO. 204201646 OF SAID COUNTY RECORDS, A DISTANCE OF 1504.13 FEET TO THE SOUTHWESTERLY CORNER OF LOT 1, BROWNSVILLE SUBDIVISION NO. 2, AS RECORDED IN PLAT BOOK H-6 AT PAGE 81 OF SAID COUNTY RECORDS;
THENCE N14°49'49"E CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 157.02 FEET TO THE SOUTHWESTERLY CORNER OF LOT 2, AS PLATTED IN SAID BROWNSVILLE SUBDIVISION NO. 2;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID LOT 2 THE FOLLOWING TWO (2) COURSES:

1. THENCE N80°50'04"E, A DISTANCE OF 785.06 FEET;
2. THENCE N00°38'37"E, A DISTANCE OF 169.43 FEET TO THE COMMON CORNER OF SAID LOT 1 AND 2 SAID POINT ALSO BEING A POINT ON SAID BARGAIN AND SALE DEED;

THENCE ALONG SAID BARGAIN AND SALE DEED AND SAID LOT 2 THE FOLLOWING THREE (3) COURSES:

1. THENCE N00°38'37"E, A DISTANCE OF 124.03 FEET;
2. THENCE N89°18'08"W, A DISTANCE OF 216.53 FEET;
3. THENCE S71°48'21"W, A DISTANCE OF 459.63 FEET;

THENCE N14°47'59"E, A DISTANCE OF 641.36 FEET TO THE SOUTHWESTERLY CORNER OF THE SPECIAL WARRANTY DEED, AS RECORDED UNDER RECEPTION NO. 207107321 OF SAID COUNTY RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID SPECIAL WARRANTY DEED THE FOLLOWING EIGHT (8) COURSES:

1. THENCE N55°32'45"E, A DISTANCE OF 107.62 FEET;
2. THENCE N89°26'47"E, A DISTANCE OF 696.96 FEET;
3. THENCE S87°39'02"E, A DISTANCE OF 85.64 FEET;
4. THENCE S84°44'52"E, A DISTANCE OF 49.47 FEET;
5. THENCE S42°46'53"E, A DISTANCE OF 59.48 FEET;
6. THENCE N87°51'21"E, A DISTANCE OF 104.03 FEET;
7. THENCE N44°18'57"E, A DISTANCE OF 56.44 FEET;
8. THENCE N89°26'47"E, A DISTANCE OF 585.13 FEET TO THE SOUTHEASTERLY CORNER OF SAID SPECIAL WARRANTY DEED;

THENCE S03°20'59"W, A DISTANCE OF 378.71 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF A 1830.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°15'43", AN ARC LENGTH OF 231.94 FEET (THE LONG CHORD OF WHICH BEARS S00°16'58"E, A LONG CHORD

EXHIBIT A

DISTANCE OF 231.79 FEET) TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF A 2170.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°57'10", AN ARC LENGTH OF 679.94 FEET (THE LONG CHORD OF WHICH BEARS S05°03'45"W, A LONG CHORD DISTANCE OF 677.16 FEET;
THENCE S14°02'20"W, A DISTANCE OF 519.84 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF A 2170.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06°34'13", AN ARC LENGTH OF 248.84 FEET (THE LONG CHORD OF WHICH BEARS S17°19'26"W, A LONG CHORD DISTANCE OF 248.71 FEET;
THENCE S20°36'33"W, A DISTANCE OF 560.24 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 23;
THENCE S89°41'52"W ALONG SAID SOUTH LINE, A DISTANCE OF 142.46 FEET TO THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINS 106.64 ACRES OF LAND, MORE OR LESS.

PREPARED BY:
CORY L. SHARP, COLORADO P.L.S. NO. 32820
FOR AND ON BEHALF OF M & S Civil Group

EXHIBIT B

CARRIAGE MEADOWS SOUTH AT LORSON RANCH

A PORTION OF THE NORTHEAST ONE-QUARTER (NE¼) OF SECTION 22 AND A PORTION OF THE NORTHWEST ONE-QUARTER (NW¼) OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT LORSON RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY AND LORSON LLC, A COLORADO LIMITED LIABILITY COMPANY, AS NOMINEE FOR HEIDI, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

TO WIT:

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHEAST ONE-QUARTER (NE¼) OF SECTION 22 AND A PORTION OF THE NORTHWEST ONE-QUARTER (NW¼) OF SECTION 23, ALL IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 23, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, AS MONUMENTED BY A NO. 6 REBAR, NO CAP, FROM WHICH THE EAST ONE-QUARTER CORNER OF SAID SECTION 23, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED 1/4 COR RLS 31161 AND IS ASSUMED TO BEAR N89°41'52"E, A DISTANCE OF 5319.56 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S89°27'13"W ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE¼) OF SAID SECTION 22, A DISTANCE OF 220.42 FEET TO THE SOUTHEASTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE BARGAIN AND SALE DEED, AS RECORDED UNDER RECEPTION NO. 204201646 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID BARGAIN AND SALE DEED THE FOLLOWING TWO (2) COURSES:

- 1. THENCE S89°27'13"W ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (NE¼), A DISTANCE OF 1562.38 FEET (S89°27'04"W, 1562.40 FEET OF RECORD) TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD;
2. THENCE N14°49'49"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1502.96 FEET (1503.03 FEET OF RECORD) TO THE SOUTHWESTERLY CORNER OF LOT 1, BROWNVILLE SUBDIVISION NO. 2, AS RECORDED IN PLAT BOOK 14-B AT PAGE 81 OF SAID COUNTY RECORDS;

THENCE N14°49'49"E CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 156.93 FEET (N15°15'00"E, 157.00 FEET OF RECORD) TO THE SOUTHWESTERLY CORNER OF LOT 2, AS PLATTED IN SAID BROWNVILLE SUBDIVISION NO. 2;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID LOT 2 THE FOLLOWING TWO (2) COURSES:

- 1. THENCE N80°49'33"E, A DISTANCE OF 784.98 FEET (N81°15'00"E, 785.07 FEET OF RECORD);
2. THENCE N00°39'05"E, A DISTANCE OF 169.33 FEET (N01°05'00"E, 169.38 FEET OF RECORD) TO THE COMMON CORNER OF SAID LOT 1 AND 2 SAID POINT ALSO BEING A POINT ON SAID BARGAIN AND SALE DEED;

THENCE ALONG SAID BARGAIN AND SALE DEED AND SAID LOT 2 THE FOLLOWING THREE (3) COURSES:

- 1. THENCE N00°39'05"E, A DISTANCE OF 124.06 FEET (N00°38'37"E, 124.03 FEET OF RECORD PER DEED) (N01°05'00"E, 124.00 FEET OF RECORD PER PLAT);
2. THENCE N89°18'08"W, A DISTANCE OF 216.62 FEET (216.53 FEET OF RECORD PER DEED), (N88°55'00"E, 216.53 FEET OF RECORD PER PLAT);
3. THENCE S71°48'21"W, A DISTANCE OF 459.46 FEET (S72°15'00"W OF RECORD PER PLAT);

THENCE N14°49'59"E, A DISTANCE OF 641.36 FEET TO THE SOUTHWESTERLY CORNER OF THE SPECIAL WARRANTY DEED, AS RECORDED UNDER RECEPTION NO. 207107321 OF SAID COUNTY RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID SPECIAL WARRANTY DEED THE FOLLOWING EIGHT (8) COURSES:

- 1. THENCE N55°32'45"E, A DISTANCE OF 107.62 FEET;
2. THENCE N89°28'47"E, A DISTANCE OF 696.96 FEET;
3. THENCE S87°39'02"E, A DISTANCE OF 85.64 FEET;
4. THENCE S84°44'52"E, A DISTANCE OF 49.47 FEET;
5. THENCE S42°46'53"E, A DISTANCE OF 59.48 FEET;
6. THENCE N87°51'21"E, A DISTANCE OF 104.03 FEET;
7. THENCE N44°15'57"E, A DISTANCE OF 56.44 FEET;
8. THENCE N89°28'47"E, A DISTANCE OF 585.13 FEET TO THE SOUTHEASTERLY CORNER OF SAID SPECIAL WARRANTY DEED;

THENCE S0°30'59"W, A DISTANCE OF 378.71 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF A 1830.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°71'54"3", AN ARC LENGTH OF 231.94 FEET (THE LONG CHORD OF WHICH BEARS S00°16'58"E, A LONG CHORD DISTANCE OF 231.79 FEET) TO A POINT OF REVERSE CURVE;

THENCE ALONG THE ARC OF A 2170.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 1°75'10", AN ARC LENGTH OF 679.94 FEET (THE LONG CHORD OF WHICH BEARS S05°03'45"W, A LONG CHORD DISTANCE OF 677.16 FEET;
THENCE S14°02'20"W, A DISTANCE OF 519.84 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A 2170.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 0°63'41"3", AN ARC LENGTH OF 248.84 FEET (THE LONG CHORD OF WHICH BEARS S17°19'28"W, A LONG CHORD DISTANCE OF 248.71 FEET;
THENCE S20°36'33"W, A DISTANCE OF 560.24 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW¼) OF SAID SECTION 23;

THENCE S89°41'52"W ALONG SAID SOUTH LINE, A DISTANCE OF 142.46 FEET TO THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINS 106.64 ACRES OF LAND, MORE OR LESS.

OWNERS CERTIFICATE:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED, AND PLATTED SAID LANDS INTO LOTS, TRACTS, STREETS, AND EASEMENTS AS SHOWN HEREIN UNDER THE NAME AND SUBDIVISION OF "CARRIAGE MEADOWS SOUTH AT LORSON RANCH". ALL PUBLIC IMPROVEMENTS SO PLATTED ARE HEREBY DEDICATED TO PUBLIC USE AND SAID OWNER DOES HEREBY COVENANT AND AGREE THAT THE PUBLIC IMPROVEMENTS WILL BE CONSTRUCTED TO EL PASO COUNTY STANDARDS AND THAT PROPER DRAINAGE AND EROSION CONTROL FOR SAME WILL BE PROVIDED AT SAID OWNER'S EXPENSE. ALL TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO. UPON ACCEPTANCE BY RESOLUTION, ALL PUBLIC IMPROVEMENTS SO DEDICATED WILL BECOME MATTERS OF MAINTENANCE BY EL PASO COUNTY, COLORADO. THE UTILITY EASEMENTS SHOWN HEREIN ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES.

BY: JEFF MARK, AUTHORIZED SIGNING AGENT, LORSON LLC, A COLORADO LIMITED LIABILITY COMPANY

ATTEST:

SECRETARY/TREASURER

STATE OF COLORADO } ss

COUNTY OF EL PASO }

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2017, A.D. BY JEFF MARK, AUTHORIZED SIGNING AGENT, LORSON LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

BOARD OF COUNTY COMMISSIONERS CERTIFICATE:

THIS PLAT FOR CARRIAGE MEADOWS SOUTH AT LORSON RANCH WAS APPROVED FOR FILING BY THE EL PASO COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS ON THE ____ DAY OF _____, 2017, A.D., SUBJECT TO ANY NOTES SPECIFIED HEREON AND ANY CONDITIONS INCLUDED IN THE RESOLUTION OF APPROVAL. THE DEDICATIONS OF LAND TO THE PUBLIC INCLUDING STREETS, TRACTS AND EASEMENTS ARE ACCEPTED, BUT PUBLIC IMPROVEMENTS THEREON WILL NOT BECOME THE MAINTENANCE RESPONSIBILITY OF EL PASO COUNTY UNTIL PRELIMINARY ACCEPTANCE OF THE PUBLIC IMPROVEMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAND DEVELOPMENT CODE AND ENGINEERING CRITERIA MANUAL, AND THE SUBDIVISION IMPROVEMENTS AGREEMENT.

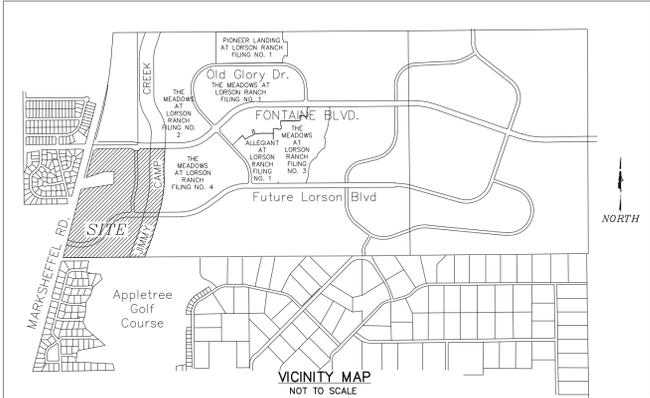
CHAIR, BOARD OF COUNTY COMMISSIONERS _____ DATE _____

COUNTY APPROVAL:

APPROVAL IS GRANTED FOR THIS PLAT OF CARRIAGE MEADOWS SOUTH AT LORSON RANCH ON THIS ____ DAY OF _____, 2017, A.D.

EL PASO COUNTY DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

EL PASO COUNTY ASSESSOR



SURVEYOR'S CERTIFICATE:

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

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 2017.

CORY L. SHARP, COLORADO PLS NO. 32820 DATE _____
FOR AND ON BEHALF OF: M&S CIVIL CONSULTANTS, INC. 20 BOULDER CRESENT, SUITE 110 COLORADO SPRINGS, CO 80901 (719) 955-5485

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.

EASEMENTS:

UNLESS OTHERWISE SHOWN, ALL SIDE LOT LINES ARE HEREBY PLATTED WITH A FIVE FOOT (5') PUBLIC UTILITY AND DRAINAGE EASEMENT, ALL REAR LOT LINES ARE HEREBY PLATTED WITH A TEN FOOT (10') PUBLIC UTILITY AND DRAINAGE EASEMENT, ALL FRONT LOT LINES AND ALL FRONT TRACT LINES ARE HEREBY PLATTED WITH A TEN FOOT (10') PUBLIC UTILITY AND DRAINAGE EASEMENT. THE SOLE RESPONSIBILITY FOR MAINTENANCE OF ALL HEREIN DESCRIBED EASEMENTS IS VESTED WITH THE INDIVIDUAL PROPERTY OWNERS.

FLOOD PLAIN CERTIFICATION:

A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED FEMA FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY MAP NUMBER 0804103073 F, EFFECTIVE DATE MARCH 17, 1997. THE FLOODPLAIN WAS REVISED PER LOR PER CASE NO. 06-08-8643P, EFFECTIVE DATE OF REVISION AUGUST 29, 2007.

ACCEPTANCE CERTIFICATE FOR TRACTS:

THE DEDICATION OF TRACTS B, C, D, G, H, I, J, K, L, M, N, O, P AND Q ARE FOR LANDSCAPE PURPOSES, DRAINAGE, PEDESTRIAN ACCESS, OPEN SPACE AND UTILITIES PURPOSES AND ARE HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY LORSON RANCH METROPOLITAN DISTRICT NO. 1. APPROVAL IS GRANTED FOR THIS PLAT OF CARRIAGE MEADOWS SOUTH AT LORSON RANCH.

BY: JEFF MARK, DIRECTOR, LORSON RANCH METROPOLITAN DISTRICT NO. 1

STATE OF COLORADO } ss

COUNTY OF EL PASO }

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2017, A.D. BY JEFF MARK, DIRECTOR, LORSON RANCH METROPOLITAN DISTRICT NO. 1.

WITNESS BY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

RECORDING:

STATE OF COLORADO } ss

COUNTY OF EL PASO }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT MY OFFICE AT ____ O'CLOCK ____ M., THIS ____ DAY OF _____, 2017, A.D., AND IS DULY RECORDED UNDER RECEPTION NUMBER _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

CHUCK BROERMAN, RECORDER

SEE: _____

BY: _____

DEPUTY

NOTES:

1. ALL BEARINGS USED HEREIN ARE BASED ON AN ASSUMED BEARING OF N89°41'52"E, A DISTANCE OF 5319.56 FEET BETWEEN THE WEST ONE-QUARTER CORNER OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., AS MONUMENTED BY A NO. 6 REBAR, NO CAP AND THE EAST ONE-QUARTER CORNER OF SAID SECTION 23, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED 1/4 COR RLS 31161.

2. THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY M&S CIVIL CONSULTANTS FOR EITHER OWNERSHIP OR EASEMENTS OF RECORD. FOR EASEMENTS OF RECORD SHOWN HEREON M&S CIVIL CONSULTANTS RELIED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, COMMITMENT NO. 592-H0471300-071-C59, AMENDMENT NO. 1, EFFECTIVE DATE: MARCH 8, 2017 AT 7:00 A.M.), AS PROVIDED TO M&S CIVIL CONSULTANTS BY THE CLIENT. NO OTHER EASEMENTS OF RECORD ARE SHOWN EXCEPT AS FOUND THEREIN. THE NUMBERS USED BELOW CORRESPOND WITH THE NUMBERS USED ON SCHEDULE B-SECTION 2 EXCEPTIONS IN THE ABOVE REFERENCED COMMITMENT.

1. - 5. & 7. M&S CIVIL CONSULTANTS DID NOT ADDRESS THESE ITEMS.
6. THE PROPERTY IS SUBJECT TO WATER RIGHT, CLAIMS OF TITLE TO WATER, WHETHER OR NOT THESE MATTERS ARE SHOWN BY THE PUBLIC RECORDS.

8. THE PROPERTY IS SUBJECT TO RESERVATION BY THE LEAGUE LAND COMPANY OF A RIGHT OF WAY FOR DITCHES AS CONTAINED IN WARRANTY DEED RECORDED AUGUST 28, 1922 IN BOOK 683 AT PAGE 88.

9. THE PROPERTY IS SUBJECT TO UNDIVIDED INTERESTS IN ALL MINERAL RIGHTS RESERVED IN THE INSTRUMENT SET FORTH BELOW AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN:
RESERVED BY: ANNA A. RICE
RECORDING DATE: JUNE 21, 1981
RECORDING NO.: BOOK 1864 AT PAGE 362.

10. THE PROPERTY IS SUBJECT TO EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
IN FAVOR OF: ANNA A. RICE
RECORDING DATE: JUNE 21, 1981
RECORDING NO.: BOOK 1864 AT PAGE 362.

11. THE PROPERTY IS SUBJECT TO EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
IN FAVOR OF: MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED
PURPOSE: UTILITY LINES
RECORDING DATE: APRIL 1, 1974
RECORDING NO.: BOOK 2665 AT PAGE 715
AGREEMENT RECORDED: JUL 27, 1976 IN BOOK 2846 AT PAGE 719.

12. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RESOLUTION 04-119 AS SET FORTH BELOW:
RECORDING DATE: APRIL 6, 2004
RECORDING NO.: RECEPTION NO.: 204055084.

13. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE INCLUSION & SERVICE AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: MAY 31, 2005
RECORDING NO.: RECEPTION NO.: 205078708.

14. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE DEVELOPMENT AGREEMENT NO. 1 AS SET FORTH BELOW:
RECORDING DATE: AUGUST 19, 2005
RECORDING NO.: RECEPTION NO.: 205128925.

15. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RESOLUTION 05-336 AS SET FORTH BELOW:
RECORDING DATE: AUGUST 24, 2005
RECORDING NO.: RECEPTION NO. 205131973 AND CORRECTION RECORDED AUGUST 25, 2005 AT RECEPTION NO. 205132869.

16. THE PROPERTY IS SUBJECT TO EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
IN FAVOR OF: MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED
PURPOSE: UTILITY LINES
RECORDING DATE: DECEMBER 28, 2005
RECORDING NO.: RECEPTION NO. 205203994.

17. THE PROPERTY IS SUBJECT TO EASEMENTS AND NOTES SHOWN ON LORSON RANCH OVERALL DEVELOPMENT AND PHASING PLAN RECORDED MARCH 9, 2006 AT RECEPTION NO. 206035127 AND DECEMBER 28, 2006 AT RECEPTION NO. 206187069.

18. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, OBLIGATIONS AND EASEMENTS CONTAINED IN THE DITCH RELOCATION, IMPROVEMENT AND EASEMENT AGREEMENT SET FORTH BELOW:
RECORDING DATE: AUGUST 28, 2006
RECORDING NO.: RECEPTION NO. 206127024
AND RESERVATIONS CONTAINED IN QUIT CLAIM DEED RECORDED SEPTEMBER 28, 2006 AT RECEPTION NO. 206143886.

19. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, OBLIGATIONS AND EASEMENTS CONTAINED IN THE RIGHT OF ENTRY AS SET FORTH BELOW:
RECORDING DATE: APRIL 16, 2008
RECORDING NO.: RECEPTION NO. 208043428.

20. THE PROPERTY IS SUBJECT TO EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
IN FAVOR OF: WIDEFIELD WATER AND SANITATION DISTRICT
PURPOSE: SANITARY SEWER LINES
RECORDING DATE: MAY 14, 2008
RECORDING NO.: RECEPTION NO. 208055334.

21. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE DEVELOPMENT AGREEMENT NO. 2 AS SET FORTH BELOW:
RECORDING DATE: MARCH 22, 2010
RECORDING NO.: 210025931.

22. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE DEVELOPMENT AGREEMENT NO. 2 AS SET FORTH BELOW:
RECORDING DATE: APRIL 20, 2010
RECORDING NO.: 210036301.

23. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RESOLUTION 10-94 AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 12, 2010
RECORDING NO.: RECEPTION NO. 210101176.

24. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RESOLUTION 12-126 AS SET FORTH BELOW:
RECORDING DATE: APRIL 13, 2012
RECORDING NO.: RECEPTION NO. 212042170.

25. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE SCHOOL SITE DEDICATION AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: APRIL 27, 2012
RECORDING NO.: RECEPTION NO. 212047863.

26. THE PROPERTY IS SUBJECT TO ALL OIL, GAS AND OTHER MINERAL RIGHTS AS CONVEYED IN THE INSTRUMENT SET FORTH BELOW, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN:
CONVEYED TO: BRADLEY MARKSHEFFEL, LLC
RECORDING DATE: NOVEMBER 16, 2012
RECORDING NO.: RECEPTION NO. 212137046.

27. THE PROPERTY IS SUBJECT TO ANY TAXES OR ASSESSMENTS OF THE INCLUSION OF THE LAND IN THE SECURITY FIRE PROTECTION DISTRICT AS SET FORTH BELOW:
RECORDING DATE: JULY 31, 2013
RECORDING NO.: RECEPTION NO. 213098578.

28. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE FIFTH AMENDED DEVELOPMENT AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: JANUARY 29, 2014
RECORDING NO.: RECEPTION NO. 214007624.

29. THE PROPERTY IS SUBJECT TO EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
IN FAVOR OF: MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION
PURPOSE: TRANSMISSION OF ELECTRICAL ENERGY AND INCIDENTAL PURPOSES
RECORDING DATE: JANUARY 19, 2016
RECORDING NO.: RECEPTION NO. 216005096.

30. THE PROPERTY IS SUBJECT TO EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
IN FAVOR OF: MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION
PURPOSE: TRANSMISSION OF ELECTRICAL ENERGY AND INCIDENTAL PURPOSES
RECORDING DATE: JANUARY 19, 2016
RECORDING NO.: RECEPTION NO. 216005096.

31. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RESOLUTION 16-067 AS SET FORTH BELOW:
RECORDING DATE: MAY 14, 2016
RECORDING NO.: RECEPTION NO. 216022302.

32. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE POSSESSION AND USE AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: MAY 14, 2016
RECORDING NO.: RECEPTION NO. 216022303.

33. THE PROPERTY IS SUBJECT TO ANY TAXES OR ASSESSMENTS BY REASON OF THE INCLUSION OF THE LAND IN THE LORSON RANCH METROPOLITAN DISTRICT NO. 1 AS EVIDENCED BY ORDER OF INCLUSION RECORDED MAY 26, 2016 AT RECEPTION NO. 216068930.

34. THE PROPERTY IS SUBJECT TO RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF JIMMY CAMP CREEK AS THE SAME COURSES THROUGH SUBJECT PREMISES.
THE FOLLOWING EXCEPTIONS AFFECT THAT PORTION OF BROWNVILLE SUBDIVISION NO. 2:

35. THE PROPERTY IS SUBJECT TO COVENANT, CONDITIONS AND RESTRICTIONS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASE UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER EXPRESSION, GENDER IDENTIFICATION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT
RECORDING DATE: AUGUST 9, 1996
RECORDING NO.: AT RECEPTION NO. 100770, AND ANY AND ALL AMENDMENTS, SUPPLEMENTS AND ANNEXATIONS THERETO.

36. THE PROPERTY IS SUBJECT TO EASEMENT TO CONSTRUCT, OPERATE, USE, MAINTAIN, REPAIR AND/OR REMOVE A CERTAIN WATER LINE AS CONTAINED IN INSTRUMENT RECORDED APRIL 11, 2000 AT RECEPTION NO. 39651.

37. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE MINERAL DEED AS SET FORTH BELOW:
RECORDING DATE: NOVEMBER 16, 2012
RECORDING NO.: AT RECEPTION NO. 137048.

SUMMARY:

Table with 3 columns: Description, Acres, Percentage. Rows include 235 LOTS (34.84 ACRES, 32.67%), 17 TRACTS (55.63 ACRES, 52.17%), RIGHT-OF-WAY (16.17 ACRES, 15.16%), and TOTAL (106.64 ACRES, 100.00%).

NOTES - CONTINUED:

38. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, NOTES AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON THE PLAT(S) OF SAID SUBDIVISION SET FORTH BELOW:
RECORDING DATE: JUNE 7, 1996
RECORDING NO.: AT RECEPTION NO. 70865.

39. THE PROPERTY IS SUBJECT TO ANY TAXES OR ASSESSMENTS OF THE INCLUSION OF THE LAND IN THE SECURITY FIRE PROTECTION DISTRICT AS SET FORTH BELOW:
RECORDING DATE: JULY 31, 2013
RECORDING NO.: RECEPTION NO. 213098578.

40. THE PROPERTY IS SUBJECT TO ANY TAXES OR ASSESSMENTS BY REASON OF THE INCLUSION OF THE LAND IN THE LORSON RANCH METROPOLITAN DISTRICT NO. 7 AS EVIDENCED IN INSTRUMENT RECORDED DECEMBER 18, 2014 AT RECEPTION NO. 214116605.

41. THE PROPERTY IS SUBJECT TO EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
IN FAVOR OF: MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION
PURPOSE: TRANSMISSION OF ELECTRICAL ENERGY AND INCIDENTAL PURPOSES
RECORDING DATE: JANUARY 19, 2016
RECORDING NO.: RECEPTION NO. 216005100.

42. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RESOLUTION 16-066 AS SET FORTH BELOW:
RECORDING DATE: MAY 14, 2016
RECORDING NO.: RECEPTION NO. 216022300.

32. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE RESOLUTION 16-066 AS SET FORTH BELOW:
RECORDING DATE: MAY 14, 2016
RECORDING NO.: RECEPTION NO. 216022301.

3. ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER, CURRENTLY REGISTERED IN THE STATE OF COLORADO.

4. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED AND ARE ON FILE AT THE EL PASO COUNTY DEVELOPMENT SERVICES DEPARTMENT: PRELIMINARY PLAN FILE NUMBER _____, SOILS AND GEOLOGICAL STUDY, DRAINAGE REPORT, WATER RESOURCES REPORT, FLOOD CONTROL REPORT, NATURAL FEATURES REPORT, PERCOLATION TEST RESULTS, EROSION CONTROL REPORT AND TRAFFIC IMPACT ANALYSIS.

5. ALL DEVELOPMENT WITHIN CARRIAGE MEADOWS SOUTH AT LORSON RANCH SHALL COMPLY WITH THE PUD DEVELOPMENT GUIDELINES ON FILE FOR CARRIAGE MEADOWS SOUTH PLANNED UNIT DEVELOPMENT GUIDELINES, AS RECORDED AT RECEPTION NO. AS RECORDED UNDER RECEPTION NUMBER _____ OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, OR OTHERWISE AMENDED BY EL PASO COUNTY FOLLOWING APPROPRIATE PUBLIC HEARINGS.

6. THIS PROPERTY IS INCLUDED WITHIN THE LORSON RANCH METROPOLITAN DISTRICT AND IS SUBJECT TO THE TAXES, FEES AND REQUIREMENTS OF THAT DISTRICT.

7. NO STRUCTURES OR MATERIAL STORAGE ACTIVITIES ARE PERMITTED WITHIN DESIGNATED DRAINAGE EASEMENTS, FLOODPLAIN, OR PARK AND OPEN SPACE AREAS. FENCES SHALL NOT IMPDE RUNOFF FROM REACHING DRAINAGE SWALES.

8. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION IS PROVIDED BY THE WIDEFIELD WATER AND SANITATION DISTRICT SUBJECT TO THE DISTRICT'S RULES, REGULATIONS AND SPECIFICATIONS.

9. THE ADDRESSES EXHIBED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.

10. SIGHT TRIANGLE/NO-BUILD AREAS SHALL BE MAINTAINED AT THE INTERSECTIONS. NO OBSTRUCTION GREATER THAN 18" IN HEIGHT IS ALLOWED IN THESE AREAS.

11. ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGH THEIR PROPERTY.

12. MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY DEPARTMENT OF TRANSPORTATION AND UNITED STATES POSTAL SERVICE REGULATIONS.

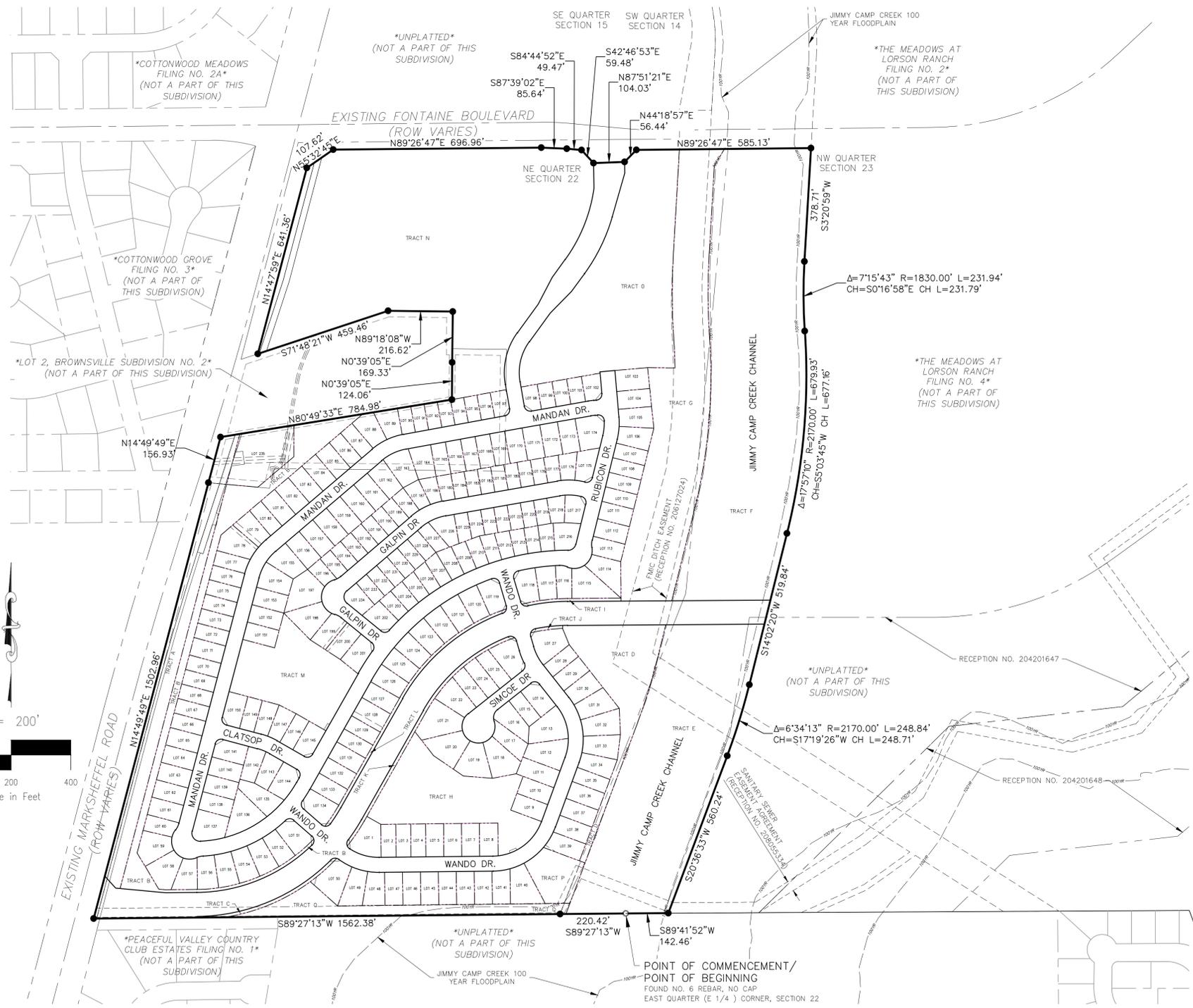
13. NO LOT OR INTEREST THEREIN, SHALL BE SOLD, CONVEYED OR TRANSFERRED WHETHER BY DEED OR BY CONTRACT, NOR SHALL BUILDING PERMITS BE ISSUED, UNTIL AND UNLESS THE REQUIRED PUBLIC IMPROVEMENTS HAVE BEEN CONSTRUCTED AND COM

EXHIBIT B

CARRIAGE MEADOWS SOUTH AT LORSON RANCH

A PORTION OF THE NORTHEAST ONE-QUARTER (NE¹/₄) OF SECTION 22 AND A PORTION OF THE NORTHWEST ONE-QUARTER (NW¹/₄) OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO

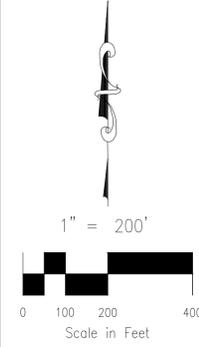
CARRIAGE MEADOWS SOUTH
at LORSON RANCH
TOTAL AREA = (106.64 AC +/-)



LINE #	BEARING
(R)1	N23°16'27"E
(R)2	N6°22'43"W
(R)3	N15°09'21"W
(R)4	N49°27'07"W
(R)5	N65°08'52"W
(R)6	S89°16'05"W
(R)7	S59°26'12"W
(R)8	N85°35'02"E
(R)9	N54°31'21"W
(R)10	N77°15'51"W
(R)11	N34°25'47"W
(R)12	N8°24'17"E
(R)13	S6°30'29"E
(R)14	S28°46'34"E
(R)15	N49°40'23"W
(R)16	N37°55'00"W
(R)17	N14°24'20"W
(R)18	S23°30'28"E
(R)19	S24°56'30"W
(R)20	N26°04'28"E
(R)21	N76°00'01"E
(R)22	S54°47'15"E
(R)23	S31°46'20"E
(R)24	S30°30'28"E
(R)25	S21°10'06"E
(R)26	S11°04'37"E
(R)27	S3°57'58"E
(R)28	S74°46'39"E
(R)29	S61°55'39"E
(R)30	S56°13'29"E
(R)31	S39°06'05"E
(R)32	S38°23'20"E
(R)33	S25°09'54"E
(R)34	S11°27'41"E
(R)35	S82°08'39"E

Curve #	Length	Radius	Delta
C1	28.39	20.00	81°19'32"
C2	32.67	20.00	93°34'48"
C3	33.08	20.00	94°46'49"
C4	33.08	20.00	94°46'49"
C5	33.08	20.00	94°46'49"
C6	33.08	20.00	94°46'49"
C7	30.05	20.00	86°05'26"
C8	30.05	20.00	86°05'26"
C9	31.42	20.00	90°00'00"
C10	27.72	20.00	79°24'58"
C11	43.08	35.00	70°31'44"
C12	29.45	20.00	84°22'48"
C13	29.45	20.00	84°22'48"
C14	31.42	20.00	90°00'00"
C15	31.42	20.00	90°00'00"
C16	30.33	20.00	86°53'38"
C17	30.33	20.00	86°53'38"
C18	32.63	20.00	93°29'02"
C19	32.63	20.00	93°29'02"
C20	26.65	60.00	25°26'48"
C21	24.67	60.00	23°33'23"
C22	35.75	27.00	75°51'58"
C23	31.41	20.00	89°58'29"
C24	31.42	20.00	90°00'58"
C25	32.37	20.00	92°43'28"
C26	31.42	20.00	90°00'00"
C27	19.10	225.00	4°51'50"
C28	14.86	175.00	4°51'50"
C29	31.42	20.00	90°00'00"
C30	31.26	20.00	89°33'20"
C31	31.42	20.00	90°00'00"
C32	31.42	20.00	90°00'00"
C33	24.67	60.00	23°33'23"
C34	21.61	60.00	20°38'01"
C35	50.52	27.00	107°12'23"
C36	45.30	175.00	14°49'56"
C37	58.25	225.00	14°49'56"
C38	24.67	60.00	23°33'23"
C39	24.67	60.00	23°33'23"
C40	47.42	27.00	100°38'00"

Line #	Length	Direction
L1	8.99	N84°58'40"E
L2	8.82	S84°58'40"W



FOUND 3/4" AC STAMPED
1/4" COR RLS 31161"
(WEST QUARTER CORNER
SECTION 24)

BASIS OF BEARINGS N89°41'52"E 5319.56'

FINAL PLAT
CARRIAGE MEADOWS SOUTH
AT LORSON RANCH
JOB NO. 70-039
DATE PREPARED: 03/10/2017
DATE REVISED:



20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

PCD FILE NUMBER _____

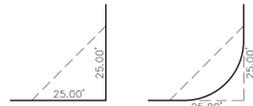
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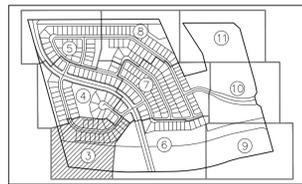
CARRIAGE MEADOWS SOUTH AT LORSON RANCH

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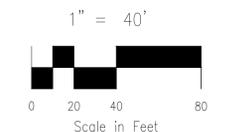
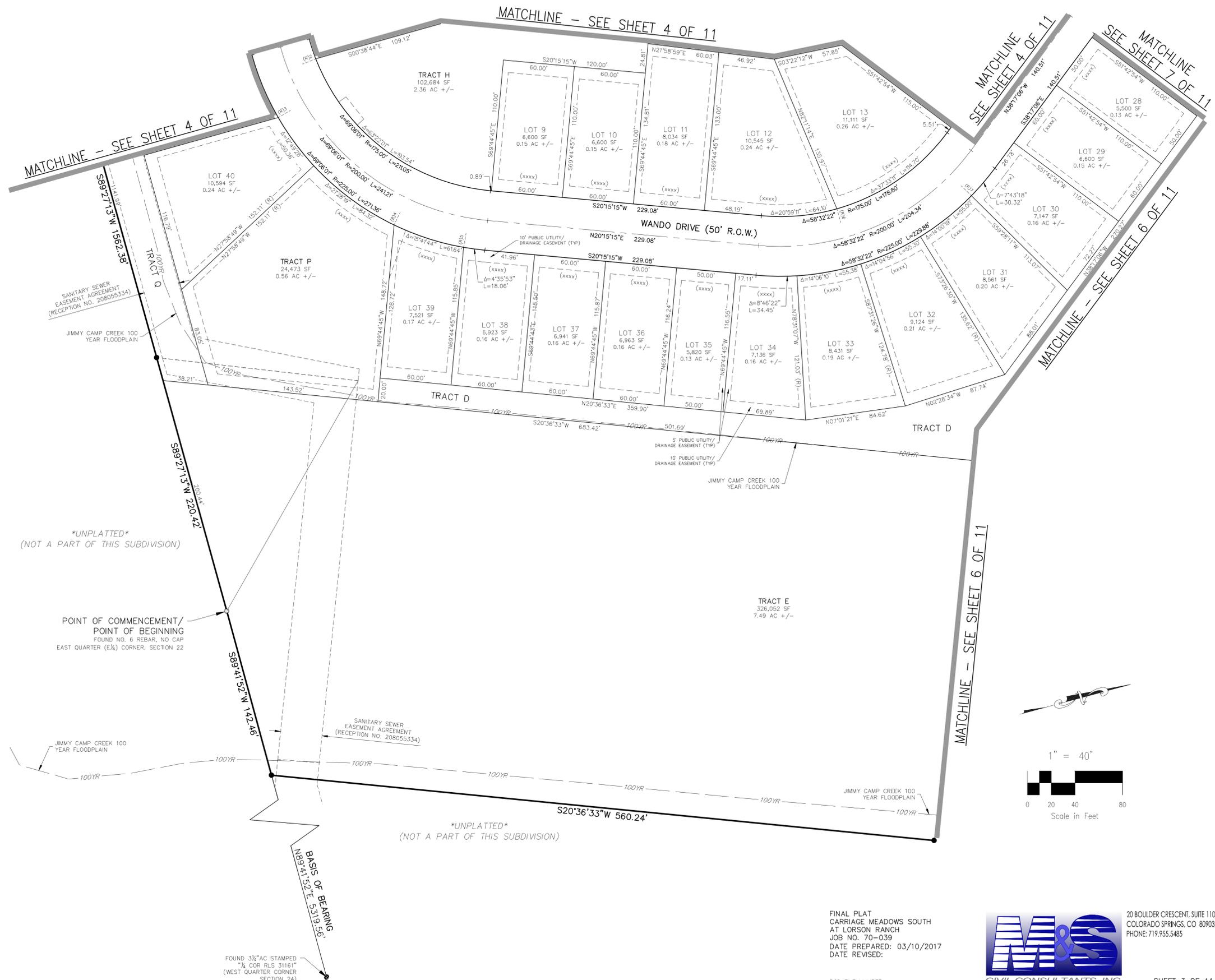
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- MATCHLINE



DETAIL (A)
NOT TO SCALE



SHEET INDEX
NOT TO SCALE



FINAL PLAT
CARRIAGE MEADOWS SOUTH
AT LORSON RANCH
JOB NO. 70-039
DATE PREPARED: 03/10/2017
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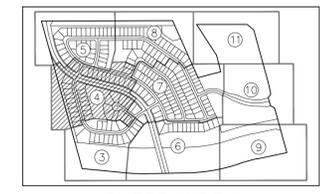


20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

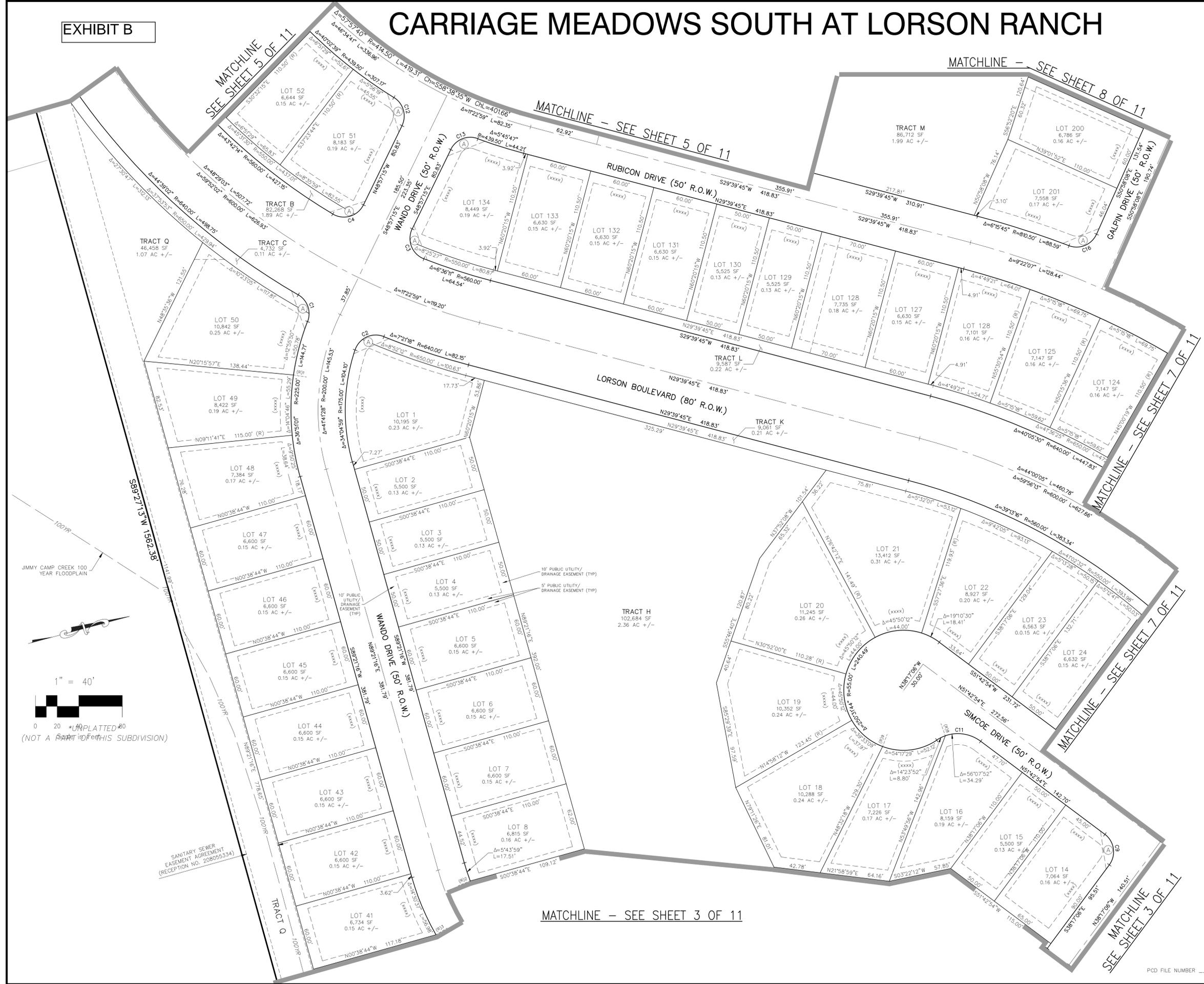
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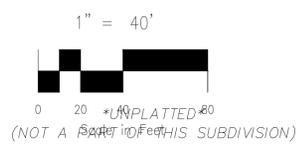
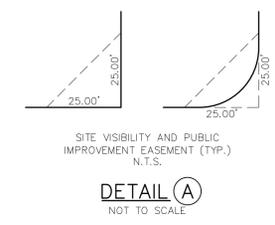
CARRIAGE MEADOWS SOUTH AT LORSON RANCH



SHEET INDEX
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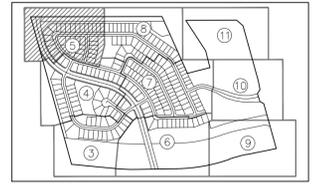
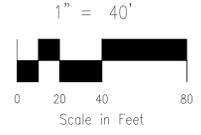
FINAL PLAT
CARRIAGE MEADOWS SOUTH
AT LORSON RANCH
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20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
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CARRIAGE MEADOWS SOUTH AT LORSON RANCH

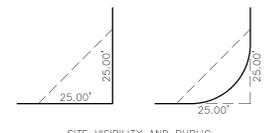
EXHIBIT B



SHEET INDEX
NOT TO SCALE

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DETAIL (A)
NOT TO SCALE



MATCHLINE - SEE SHEET 8 OF 11

MATCHLINE - SEE SHEET 8 OF 11

MATCHLINE - SEE SHEET 4 OF 11

MATCHLINE - SEE SHEET 4 OF 11

*PEACEFUL VALLEY COUNTRY CLUB
ESTATES FILING NO. 1*
(NOT A PART OF THIS SUBDIVISION)

FINAL PLAT
CARRIAGE MEADOWS SOUTH
AT LORSON RANCH
JOB NO. 70-039
DATE PREPARED: 03/10/2017
DATE REVISED:



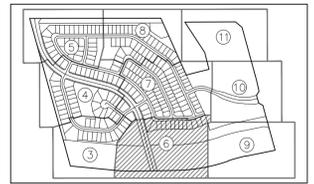
20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

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- LEGEND:**
- SF SQUARE FEET
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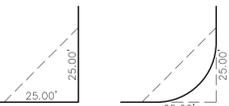
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CARRIAGE MEADOWS SOUTH AT LORSON RANCH

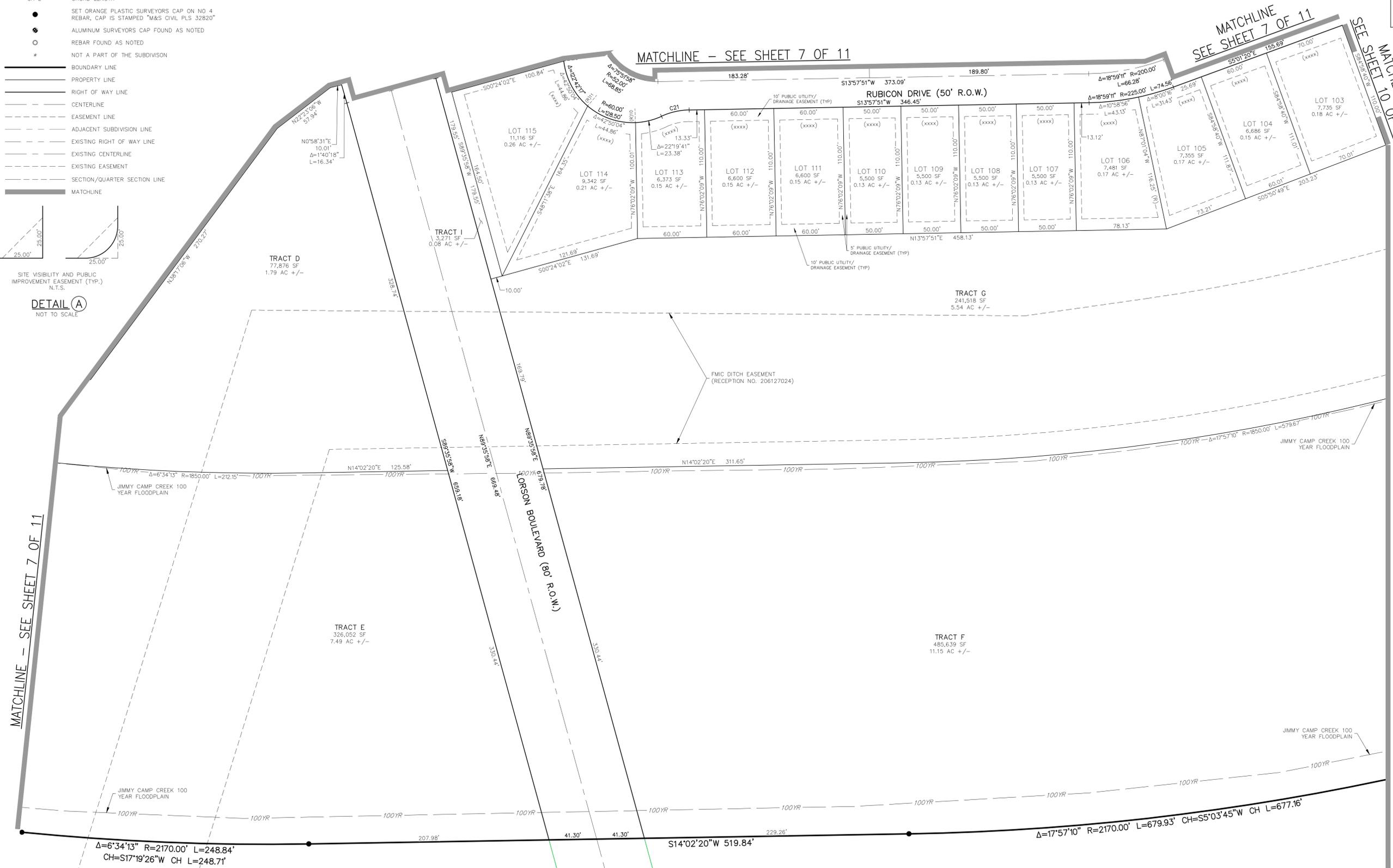


SHEET INDEX
NOT TO SCALE

- BOUNDARY LINE
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- CENTERLINE
- - - EASEMENT LINE
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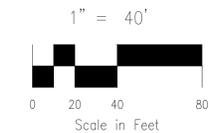


DETAIL A
SITE VISIBILITY AND PUBLIC IMPROVEMENT EASEMENT (TYP.)
N.T.S.
NOT TO SCALE



MATCHLINE - SEE SHEET 9 OF 11

MATCHLINE - SEE SHEET 7 OF 11



FINAL PLAT
CARRIAGE MEADOWS SOUTH
AT LORSON RANCH
JOB NO. 70-039
DATE PREPARED: 03/10/2017
DATE REVISED:



20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

PCD FILE NUMBER _____

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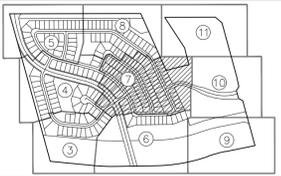
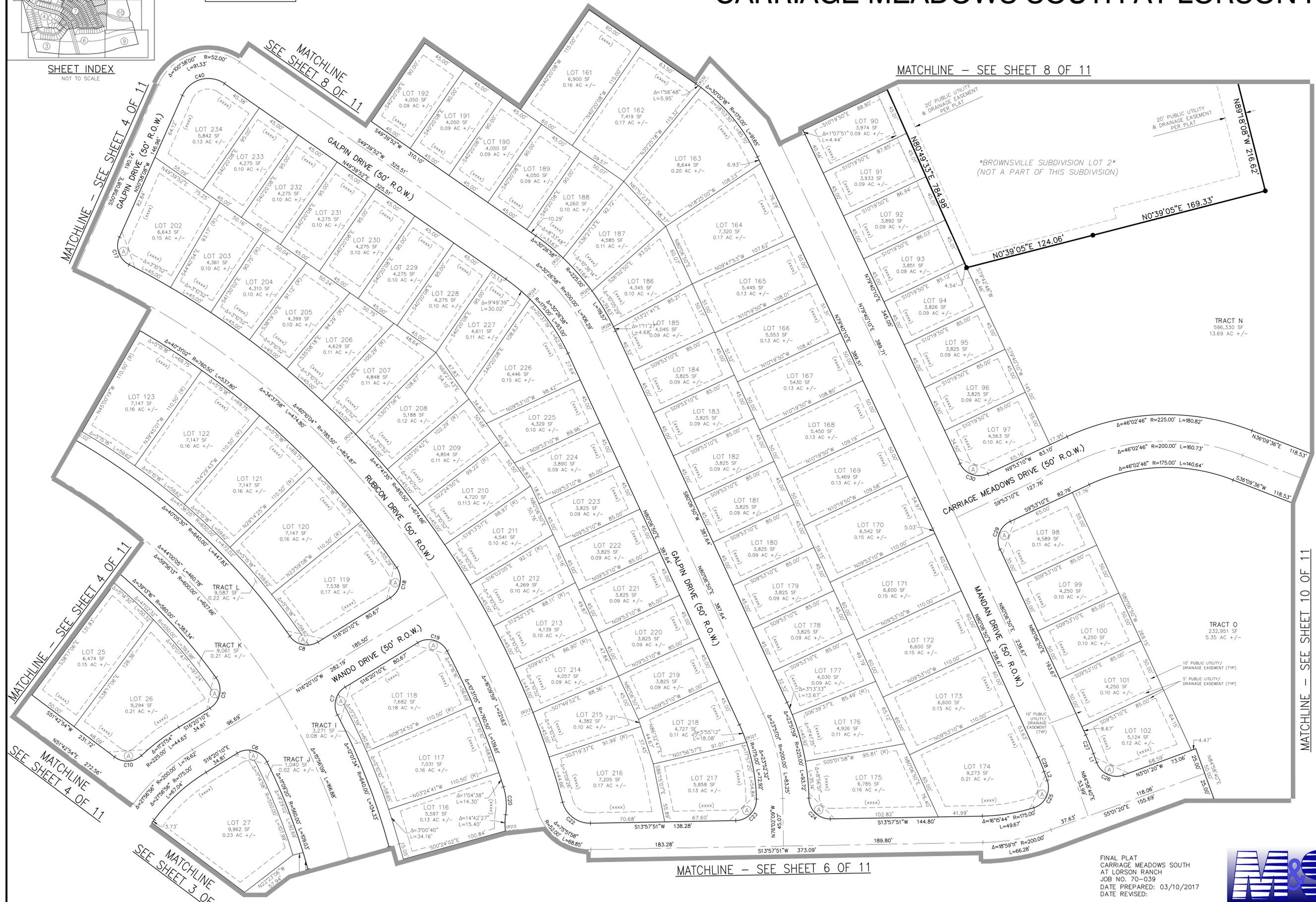


EXHIBIT B

CARRIAGE MEADOWS SOUTH AT LORSON RANCH

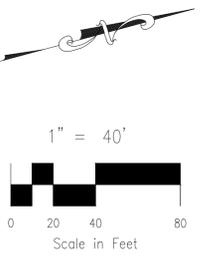
SHEET INDEX
NOT TO SCALE

MATCHLINE - SEE SHEET 8 OF 11



MATCHLINE - SEE SHEET 10 OF 11

MATCHLINE - SEE SHEET 10 OF 11



MATCHLINE - SEE SHEET 4 OF 11
MATCHLINE - SEE SHEET 4 OF 11
MATCHLINE - SEE SHEET 4 OF 11
MATCHLINE - SEE SHEET 4 OF 11

MATCHLINE - SEE SHEET 6 OF 11

FINAL PLAT
CARRIAGE MEADOWS SOUTH
AT LORSON RANCH
JOB NO. 70-039
DATE PREPARED: 03/10/2017
DATE REVISED:
PCD FILE NUMBER



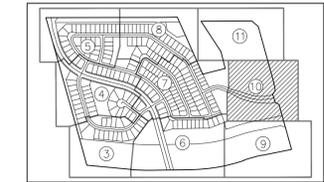
20 BOULDER CRESSENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5465

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CARRIAGE MEADOWS SOUTH AT LORSON RANCH

EXHIBIT B

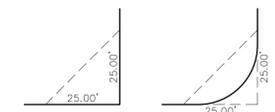
MATCHLINE - SEE SHEET 11 OF 11



SHEET INDEX
NOT TO SCALE

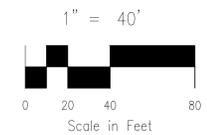
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SITE VISIBILITY AND PUBLIC IMPROVEMENT EASEMENT (TYP.)
N.T.S.

DETAIL A
NOT TO SCALE



FINAL PLAT
CARRIAGE MEADOWS SOUTH
AT LORSON RANCH
JOB NO. 70-039
DATE PREPARED: 03/10/2017
DATE REVISED:



20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

MATCHLINE - SEE SHEET 7 OF 11

MATCHLINE - SEE SHEET 7 OF 11

MATCHLINE - SEE SHEET 9 OF 11

TRACT N
596,330 SF
13.69 AC +/-

TRACT O
232,951 SF
5.35 AC +/-

TRACT G
241,518 SF
5.54 AC +/-

FONTAINE BOULEVARD
R.O.W. 207'10.121'
REC. NO. 20710121

FMIC DITCH EASEMENT
(RECEPTION NO. 206127024)

JIMMY CAMP CREEK 100
YEAR FLOODPLAIN

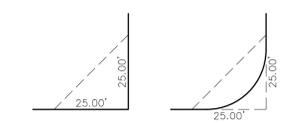
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CARRIAGE MEADOWS SOUTH AT LORSON RANCH

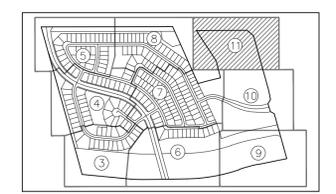
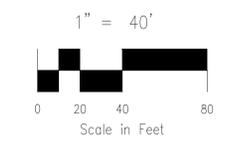
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SITE VISIBILITY AND PUBLIC IMPROVEMENT EASEMENT (TYP.) N.T.S.

DETAIL A
NOT TO SCALE



SHEET INDEX
NOT TO SCALE

MATCHLINE - SEE SHEET 8 OF 11

MATCHLINE - SEE SHEET 10 OF 11

FINAL PLAT
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