PRIVATE DETENTION BASIN /

STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT

(SF-19-15)

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 **FLRD #2, LLC** (Developer) and **Forest Lakes 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, Developer is the owner of certain real estate (the Property or Subdivision) in El Paso County, Colorado, which Property is legally described in <u>Exhibit A</u> attached hereto and incorporated herein by this reference; and
- B. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as **Forest Lakes Filing No. 5** and
- C. WHEREAS, the development of this Property will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Property, and, therefore, it is in the best interest of public health, safety and welfare for the County to condition approval of this subdivision on Developer's promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices ("BMPs") for the subdivision; and
- D. WHEREAS, Chapter 8, Section 8.4.5 of the El Paso County <u>Land Development Code</u>, as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised Statutes (C.R.S.), requires the County to condition approval of all subdivisions on a developer's promise to so construct adequate drainage, water runoff control facilities, and BMPs in subdivisions; and
- E. WHEREAS, the Drainage Criteria Manual, Volume 2, as amended by Appendix I of the El Paso County Engineering Criteria Manual (ECM), as each may be periodically amended, promulgated pursuant to the County's Colorado Discharge Permit System General Permit (MS4 Permit) as required by Phase II of the National Pollutant Discharge Elimination System (NPDES), which MS4 Permit requires that the County take measures to protect the quality of stormwater from sediment and other contaminants, requires subdividers, developers, landowners, and owners of facilities located in the County's rights-of-way or easements to provide adequate permanent stormwater quality BMPs with new development or significant redevelopment; and
- F. WHEREAS, Section 2.9 of the El Paso County <u>Drainage Criteria Manual provides</u> for a developer's promise to maintain a subdivision's drainage facilities in the event the County does not assume such responsibility; and

- G. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions, which basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control; and
- H. WHEREAS, Developer desires to construct for the subdivision one detention basin/stormwater quality BMP(s) ("detention basin/BMP(s)") as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County's MS4 Permit, and to provide for operating, cleaning, maintaining and repairing such detention basin/BMP(s); and
- I. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that will be platted as <u>Tract D Filing No. 5</u>, and as set forth on <u>Exhibit B</u> attached hereto; and
- J. WHEREAS, Developer shall be charged with the duty of constructing the detention basin/BMP(s) and the Association shall be charged in the Subdivision's Covenants with the duties of operating, maintaining and repairing all common areas and common structures within the Subdivision, including the detention basin/BMP(s) on the Property described in Exhibit B; and
- K. WHEREAS, it is the County's experience that subdivision developers and metro districts historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs, and that these detention basins/BMPs, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and
- L. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers and homeowners' associations 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
- M. WHEREAS, the County conditions approval of this Subdivision on the Developer's promise to so construct the detention basin/BMP(s), and further conditions approval on the 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
- N. WHEREAS, the County could condition subdivision approval on the Developer's promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Developer's and the Metro District's promises contained herein; and
- O. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer's grant herein of a perpetual Easement over a portion of the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s); and

P. WHEREAS, given that the Metro District could potentially avoid liability hereunder by dissolving and reforming as a different entity, and given the difficulties inherent in collecting an unsecured promise, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer's creation, by and through this Agreement, of a covenant running with the land upon each and every lot in the Subdivision.

Agreement

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

- 1. <u>Incorporation of Recitals</u>: The Parties incorporate the Recitals above into this Agreement.
- 2. Covenants Running with the Land and Pro Rata Liability upon Individual Lot Owners: Developer and the Association 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, including individual lot owners within the Subdivision.

However, any liability imposed under this Agreement against an individual lot owner shall not be joint and several with the Developer and the Association, but shall be pro rated on a per-lot basis as determined by the following formula and illustration: each individual lot owner(s) shall be liable for no more than the total monetary amount of liability multiplied by a fraction in which the numerator is the number of lots in the Subdivision owned by a particular lot owner, and the denominator is the total number of lots in the Subdivision. As to any lot(s) owned by more than one person or entity, the liability among co-owners shall be joint and several for the pro rata obligation of that lot. The application of this Paragraph is best illustrated by the following example. Assume the following parameters: total liability is \$10,000; total number of lots in the Subdivision is 100; Lot 1 is owned by persons A and B; person B also owns Lot 2. Liability is as follows: the Developer, \$10,000; the Association, \$10,000; Lot 1 is \$100.00, joint and several as to A and B, Lot 2 is \$100.00 owed solely by B. Thus person A's total liability is \$100.00 and person B's is \$200.00. Applying the principle that the County cannot collect more than it is owed, and assuming that the County cannot collect anything from the Developer and the Association, if the County collected the whole \$200.00 from B, then it could not collect the \$100.00 from A. Likewise, if the County collected the \$100.00 from A, then it could only collect \$100.00 from B.

3. Construction: Developer shall construct on that portion of the Property described in Exhibits B and C attached hereto and incorporated herein by this reference, one detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the 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 Planning and Community Development 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 the Association and their respective successors and assigns, including individual lot owners in the Subdivision, 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. The scope of liability therefor of the Developer, the Association, and the individual lot owners shall be as set forth in Paragraph Two (2) above.

- 4. <u>Maintenance</u>: The Developer and the Association agree for themselves, their respective successors and assigns, including individual lot owners within the Subdivision, that they will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), and otherwise keep the same in good repair, all at their 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. <u>Creation of Easement</u>: Developer and the Association hereby grant the County a non-exclusive perpetual easement upon and across that portion of the Property described in <u>Exhibits B and C</u>. The purpose of the easement is to allow the County to access, inspect, clean, repair and maintain the detention basin/BMP(s); however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).
- 6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin/BMP(s) is not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer, the Association and their respective successors and assigns, including the individual lot owners within the Subdivision, 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 Association agree and covenant, for themselves, their respective successors and assigns, including individual lot owners within the Subdivision, 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; however, the obligation and liability of the Developer hereunder shall only continue until such time as the Developer

transfers the entire management and operation of the Association to the individual lot owners within the Subdivision. Notwithstanding the previous sentence, the Association and the individual lot owners within the Subdivision shall always remain obligated and liable hereunder, and as per the provisions of Paragraph Two (2) above.

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. The scope of liability therefor of the Developer, the Association, and the individual lot owners shall be as set forth in Paragraph Two (2) above.

- 8. <u>Contingencies of Subdivision Approval</u>: Developer's and the Association'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. The County's receipt of a copy of the Articles of Incorporation for the Association, as filed with the Colorado Secretary of State; receipt of the Certificate of Incorporation or other comparable proof for the same from the Colorado Secretary of State; a copy of the Bylaws of the Association; a copy of the organizational minutes or other appropriate document of the Association, properly executed and attested, establishing that the Association has adopted this Agreement as an obligation of the Association; and
 - b. A copy of the Covenants of the Subdivision establishing that the Association is obligated to inspect, clean, maintain, and repair the detention basin/BMP(s); that the Association has adopted this Agreement as an obligation of the Association; and that a funding mechanism is in place whereby individual lot owners within the Subdivision pay a regular fee to the Association for, among other matters, the inspection, cleaning, maintenance, and repair of the detention basin/BMP(s); and
 - c. A copy of the Covenants of the Subdivision establishing that this Agreement is incorporated into the Covenants, and that such Agreement touches and concerns each and every lot within the Subdivision.

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. <u>Distribution to Lot Purchasers</u>: Upon the initial sale of any lot within the Subdivision, prior to closing on such sale, the Developer shall give a copy of this Agreement to the potential Buyer.
- 10. Agreement Monitored by El Paso County Planning and Community Development Department and/or El Paso County Department of Public Works: Any and all actions and decisions to

be made hereunder by the County shall be made by the Director of the El Paso County Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works. Accordingly, any and all documents, submissions, plan approvals, inspections, etc. shall be submitted to and shall be made by the Director of the Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works.

- 11. <u>Indemnification and Hold Harmless:</u> To the extent authorized by law, Developer and the Association agree, for themselves, their respective successors and assigns, including the individual lot owners in the Subdivision, 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. However, the obligation and liability of the Developer hereunder shall only continue until such time as the Developer transfers the entire management and operation of the Association to the individual lot owners within the Subdivision.
- 12. <u>Severability:</u> 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.
- 13. 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 Association, or their respective successors and assigns, including any individual lot owners in the Subdivision, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.
- 14. 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 Association 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 Association, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.
- 15. <u>Applicable Law and Venue</u>: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this

Agreement, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in the El Paso County District Court.

IN WITNESS WHEREOF, the Parties affix their signatures below.
Executed this day of, 20, by:
FLRD #2, LLC
By:Manager
The foregoing instrument was acknowledged before me this day of, 20, by Manager, FLRD #2, LLC
Witness my hand and official seal.
My commission expires:
Notary Public
Executed this day of, 20, by: FOREST LAKES METROPOLITAN DISTRICT, a quasi-municipal corporation.
By: Doug Stimple, Board Member
The foregoing instrument was acknowledged before me this day of,
20, by Doug Stimple, Board Member, FOREST LAKES METROPOLITAN DISTRICT, a Colorado nonprofit corporation.

Witness my hand and official seal.		
My commission expires:		
	*	
	Notary Public	
Executed this day of		, 20, by:
BOARD OF COUNTY COMMISSIONER	S	
OF EL PASO COUNTY, COLORADO		
D		
By: Craig Dossey, Executive Director		
Planning and Community Developm		
Authorized signatory pursuant to LE	OC .	
The foregoing instrument was acknown Evocutive	wledged before i	me this day of
2019, by, Executive Development Department.	Director of El Pa	so County Planning and Community
W/4		
Witness my hand and official seal.		
My commission expires:		
	Notary Public	
	Totaly Fuone	
Approved as to Content and Form:		
Assistant County Attorney		

EXHIBIT "A"

1175.00-26R



619 N. Cascade Avenue, Suite 200 Colorado Springs, Colorado 80919 (719)785-0790 (719)785-0799(Fax)

> JOB NO. 1175.00-26R JUNE 14, 2019 REV. JUNE 21, 2019 PAGE 1 OF 2

LEGAL DESCRIPTION: FOREST LAKES FILING NO. 5 BOUNDARY

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A PORTION OF THE NORTHERLY BOUNDARY OF FOREST LAKES FILING NO. 1 RECORDED UNDER RECEPTION NO. 206712407 RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT BOTH ENDS BY A NO. 4 REBAR AND RED PLASTIC SURVEYORS CAP STAMPED "ROCKWELL PLS 19586" ASSUMED TO BEAR N89°29'26"E, A DISTANCE OF 3103.31 FEET.

COMMENCING AT THE SOUTHWESTERLY CORNER OF FOREST LAKES DRIVE AS PLATTED IN FOREST LAKES FILING NO. 1 RECORDED UNDER RECEPTION NO. 206712407 RECORDS OF EL PASO COUNTY, COLORADO SAID POINT BEING A POINT ON CURVE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID FOREST LAKES DRIVE, THE FOLLOWING (2) TWO COURSES:

- ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS \$16°10'29"W, HAVING A DELTA OF 12°23'40", A RADIUS OF 220.00 FEET AND A DISTANCE OF 47.59 FEET TO A POINT OF REVERSE CURVE:
- ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 15°25'25", A RADIUS OF 355.00 FEET AND A DISTANCE OF 95.56 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N03°22'58"W, HAVING A DELTA OF 44°10'32", A RADIUS OF 277.00 FEET AND A DISTANCE OF 213.57 FEET TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 00°51'09", A RADIUS OF 223.00 FEET AND A DISTANCE OF 3.32 FEET TO A POINT ON CURVE;

THENCE S39°56'26"W, A DISTANCE OF 130.00 FEET:

THENCE N80°58'21"W, A DISTANCE OF 65.91 FEET;

THENCE N66°55'20"W, A DISTANCE OF 70.00 FEET,

THENCE N68°26'22"W, A DISTANCE OF 65.83 FEET;

THENCE N78°27'13"W, A DISTANCE OF 63.25 FEET;

THENCE N82°34'46"W, A DISTANCE OF 140.00 FEET.

THENCE N74°26'58"W, A DISTANCE OF 70.71 FEET;

THENCE N82°34'46"W, A DISTANCE OF 140.00 FEET;

THENCE N79°22'05"W, A DISTANCE OF 89.26 FEET;

THENCE N80°45'58"W, A DISTANCE OF 80.95 FEET;

THENCE N72°39'38"W, A DISTANCE OF 87.89 FEET;

THENCE N63°44'20"W, A DISTANCE OF 87.89 FEET;

THENCE N58°46'47"W, A DISTANCE OF 83.08 FEET; THENCE N60°03'46"W, A DISTANCE OF 80.62 FEET:

THENCE N60 03 46 W, A DISTANCE OF 80.82 FEET; THENCE N52°56'16"W, A DISTANCE OF 140.00 FEET;

THENCE N50°49'54"W, A DISTANCE OF 86.84 FEET:

THENCE N37°27'32"W, A DISTANCE OF 106.40 FEET;

THENCE N21°35'34"W, A DISTANCE OF 119.75 FEET TO A POINT ON CURVE:

JOB NO. 1175.00-26R JUNE 14, 2019 RE. JUNE 21, 2019 PAGE 2 OF 2

THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N15°01'18"W, HAVING A DELTA OF 00°44'01", A RADIUS OF 3045.00 FEET AND A DISTANCE OF 39.13 FEET TO A POINT ON CURVE;

THENCE N14°17'53"W, A DISTANCE OF 90.00 FEET:

THENCE N14°22'43"W, A DISTANCE OF 180.00 FEET;

THENCE N74°54'03"E, A DISTANCE OF 79.46 FEET;

THENCE N73°15'37"E, A DISTANCE OF 79.43 FEET:

THENCE N71°35'22"E, A DISTANCE OF 82.41 FEET;

THENCE \$19°15'40"E, A DISTANCE OF 195.00 FEET TO A POINT ON CURVE.

THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N19°15'40"W, HAVING A DELTA OF 05°11'19", A RADIUS OF 2970.00 FEET AND A DISTANCE OF 268.96 FEET TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 68°49'01", A RADIUS OF 610.00 FEET AND A DISTANCE OF 732.66 FEET TO A POINT OF REVERSE CURVE:

THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 44°35'14", A RADIUS OF 170.00 FEET AND A DISTANCE OF 132.29 FEET TO A POINT OF TANGENT;

THENCE N89°46'48"E, A DISTANCE OF 183.07 FEET TO A POINT ON THE BOUNDARY OF SAID FOREST LAKES FILING NO. 1;

THENCE ON SAID BOUNDARY, THE FOLLOWING (8) EIGHT COURSES:

- 1. CONTINUING N89°46'48"E, A DISTANCE OF 30.97 FEET TO A POINT OF CURVE;
- 2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 72°40'04", A RADIUS OF 70.00 FEET AND A DISTANCE OF 88.78 FEET TO A POINT OF TANGENT;
- N17°06'44"E, A DISTANCE OF 29.40 FEET;
- 4. S72°53'16"E, A DISTANCE OF 60.00 FEET;
- 5. S17°06'44"W, A DISTANCE OF 29.40 FEET TO A POINT OF CURVE;
- 6. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 46°47'45", A RADIUS OF 130.00 FEET AND A DISTANCE OF 106.18 FEET TO A POINT ON CURVE
- 7. S26°02'29"E, A DISTANCE OF 239.56 FEET;
- 8. S16°10'29"W, A DISTANCE OF 383.49 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 24.251 ACRES.

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BEAUTION CORRECT. ORADO LICENO

PROPESIONAL LAND SURVEYOR DOUGLAS P. REIDEN PROP COLORADO P.L.S. NO. 30 778

FOR AND ON BEHALF OF CLASSIC CONSULTING

ENGINEERS AND SURVEYORS

EXHIBIT "B"

Tract D, Forest Lakes Filing No. 5

KNOW ALL MEN BY THESE PRESENTS.

THAT FIRD ME, LIC. A GOLGPAGO LINITED LIABILITY COMPANY AND FOREST
LIMES, LIC. A GOLGPAGO LIMITED LIABILITY COMPANY BEING THE OWNERS OF
HE FOLLOWING DESCRIPED THACT OF LAND TO WIT.

LEGAL DESCRIPTION:

A PARCEL OF LAMD REING A PORTION OF THE SCULINWEST GUARTER OF SECTION 28. TOWNSHIP IT SOUTH RAINGE 67 WEST OF THE GENT PROMEDIAN, WERDIAN, EL PASD COUNTY, COLORADO, BEING WORF PARTICULARLY DESCRIBED AS FOLLOWS

BASS OF BEARMS.
A PORTION OF THE WORTHERLY BOUNDARY OF FOREST LAKES FILMS NO THEROWORDS. THE PASS OF T COUNTRY OF THE SOUTHWESTERY CORREST OF TOFIST LIKES DIVER, SE ANTED IN TORISST COCCURROND SIND FOR ELFONDING MC COCCURROND SIND FOINT BEING A POINT ON CLIPPE, SAID POINT ALSO REINE OF THE FOUNT ON CLIPPE, SAID FOUNT ALSO REINE OF THE FOUNT ON CLIPPE, SAID FOUNT ALSO REINE OF THE FOUNT ON CLIPPE, SAID FOUNT

THENCE ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID FOREST LAKES DRIVE, THE FOLLOWING (2) TWO COURSES

- ON 114 ARG OF A CURPE TO THE ROOTH WHOSE CENTER BEAMS SIGNODYN", HANNIG A DEFINING TO RETAIN OF ITS 2019 OF A ROOMS OF TAXOOD TEET AND A DESIRANCE OF 47.59 EEET TO A POINT OF PREFIXE CORPE.

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THENCE ON SAID BOUNDARY, THE FOLLOWING (8) EIGHT COURSES:

ACCEPTANCE CERTIFICATE FOR TRACTS
THE DEDICATION OF TRACTS A, C AND D WITH USES STATED IN THE TRACT TABLE,
WET REFERS ACCEPTED FOR DWIERSHIP AND MAINTENANCE BY THE FOREST LAKES
METROCIJLIAN DISTRICT.

AS	OF FLRD #Z, LLC, A COLORADO LIMITED LIABILITY COMPANY	STATE OF COLORADO	COUNTY OF FL PASO }

FOREGOING INSTRUMENT WAS ACKNOWEDGED BEFORE ME THIS 20 A.D. BY OF FLRD #2, I.LC, A COLORADO LI

SF 19-015 PCDD FILE NO.

NOTARY PUBLIC

WITNESS MY HAND AND DEFICIAL SEAL MY COMMISSION EXPIRES:

Ŋ . N FOREST LAKES FILING

a portion of the southwest quarter of section 26, township 11 south, range 67 west of the sixth principal Meridian, el paso county, colorado ;

OWNER MAINTENANCE FOREST LÄKES METROPOLITAN DISTRICT METROPOLITAN DISTRICT

369,571 SF PERCENTAGE

BY: FIRD #2, LLC A COLDRADO LIMITED LIABILITY COMPANY

DAY OF THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE WE THIS.

20 A.D., BY

OF FLRD #2, LLC, A COLORADO LIMITED LIABILITY COMPANY WITNESS MY HAND AND DFFICIAL SEAL STATE OF COLORADO COUNTY OF EL PASO

NOTARY PUBLIC MY COMMISSION EXPIRES:

BY:
FOREST LAKES, LLC A COLORADO LIMITED LIABILITY COMPANY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE WE THIS TO FOREST LAKES, LEC, A COLORADO TIMPED LIMBILITY COMPANY. STATE OF COLORADO) ss COUNTY OF EL PASO

DAY OF

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: GENERAL NOTES:

NOTARY PUBLIC

- THE DATE OF PREPARATION JUNE 24 2019.
- FLODPIAN SAREMEN:
 DORING THE PREFIT LINES FLIND NO. 5, IS WINN A DESDANTED F.E.W.A.
 FLODD THOUSENED BY THE FLODD DISCIPLINES RATE WAS NAMER UPDATCOSFO,,
 THOODPIAN SO DETERMED BY THE FLODD DISCIPLINES RATE WAS NAMER UPDATCOSFO,,
 NO. 11-05 C-0504. DATED JAMES 18, 2019 THE TRACT OF LAND HEREIN PLATED LIES WITHIN THE SOUTHWEST DUARTER OF SECTION 28, TOWNSHIP IS SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
 - THE ADDRESSES () EXHIBITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.

 - WATER SERVICE SHALL BE SUPPLIED BY FOREST LAKES METROPOLITAN DISTRICT.
 - SEWER SERVICE SHALL BE SUPPLIED BY FOREST LAKES METROPOLITAN DISTRICT
- ELECTRIC SERVICES SHALL BE SUPPLIED BY (MVEA) MOUNTAIN VIEW ELECTRIC ASSOCIATION
 - CAS SERWICES SHAIL. BE SUPPLIED BY BLACK HILLS ENERGY FIRE PROTECTION BY THE TRI-LAKES MONUMENT FIRE, PROTECTION DISTRICT.
- THE FOLIOWING PROTISTS AND SOBRITION IN ASSOCIATION WHI THE FRESHMANT PLAN AND/OF YEAR AND/OF THE ASSOCIATION WHI THE FOR PLANSANCE AND COMMUNITY PROGRAMMEN AND COMMUNITY PROGRAMMEN TRANSPORTION WENT THIS WAS REPORT. SOIL GROUND AND COMMUNITY PROGRAMMEN AND COMPOSE REPORT. SUITED MAY AND COMPOSE AT SOIL SOIL SUITED AND COMPOSE AT SOIL SOIL SUITED AND COMPOSE AT SOIL SUI ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER, CURRENTLY LICENSED IN THE STATE OF COLORADO.
- PRIOR TO THE ESTABLISHMENT OF ANY DRIVEWAY, AN ACCESS FERMIT MUST BE GRANTED BY THE EL PASO COUNTY 21
- THE SAME POST MICH CASH AT THE EXAMPLE IN DEFENANCE OWERSHIP OF EXECUTING PROCESS.

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 THE STORY CASH AND EXECUTES AND SERVICES AND THE PECTON OF THE STORY OF PECTOD PROCESS. AND THE STORY OF THE SAME THE CASH TOWN THE STORY OF THE SAME THE CASH TOWN TOWN ANY CORDS NO 19139, WITH AN EFFECTIVE DATE OF A LIGHTS. 2
 - ANY PERSON WHO KNOMMOLY REMOVES, ALTERS OR DEFACES ANY DUBLIC LAND SURVEY WOUNDEN TO LAND BOUNDARY WOULDEN TOR ACCESSORY, COMMITS A GLASS TWO (2) WISDELENANCE PRESUNAT TO CHS 18-4-208 2
- THACT A IS TOR OPEN SPACE, DRAINAGE, PUBLIC UTILITES AND PUBLIC INDROVEWENTS AND PARLEL BE OWNED AND MAINTAINED BY THE FOREST LAKES METROPOLITAN DISTRICT TO HE CONVEYED BY SPERARTE INSTRUMENT
- TRACT 8 IS FOR FUTURE DEVELOPMENT, TO BE OWNED AND MAINTAINED BY THE OWNER OF RECIRED.
 - TRACT C. IS FOR OPEN SPACE, TRALS, DRAMAGE, PUBLIC UTLITES AND PUBLIC MAPROVEWENT PUBPOSES, AND SPACE IEC OWNED AND MANIARDED BY THE FOREST LAKES METROPOLITAN DISTRICT OF BE CONVEYED BY SEXDARATE INSTRUMENT.
- RACÍS A AND D ARE SUBLICT TO A PRIVATE DETENTION BASIN/STORUMATER BUP DANNITAMACÍ TREEDERT AND EKSEN PRODOBOD DADRE RECOPTION NO. PETENDOLIMA DESTRUCT IS RESOURSELE FOR MANITAMACE OF THE SUBLECT DRAWAGE FACULES.



INDIVIDUAL LOT GWNERS INDIVIDUAL LOT GWNERS FOREST LAKES FOREST LAKES METROPOLITAN DISTRICT METROPOLITAN DISTRICT

12 362 203

383,151 SF

LDTS (33 TOTAL)

8.484 SF

TRACT D (PRIVATE DRAINAGE)

209,350 SF

PUBLIC R.O.W.

1,056,374 SF

SURVEYOR'S STATEMENT:

COUNTY

FOREST LAKES
FOREST LAKES
WETROPOLITAN DISTRICT METROPOLITAN DISTRICT

DWNER OF RECORD

DWNER OF RECORD

7,

74,741 SF

TRACT B (FUTURE DEVELOPMENT)

(OPEN SPACE, DRAINAGE, PUBLIC IMPROVEMENTS)

SUMMARY TABLE:

LOTS/TRACTS

11,077 SF

TRACT C (OPEN SPACE, DRAINAGE, PUBLIC UTILITIES, PUBLIC IMPROVEMENTS)

GENERAL NOTES: (CONTINUED) NOT 10 SOUTH. B TRACTO IS FOR PRIVATE DEMANGE, AND SIALL BE OWNED AND ANNITAMED BY THE FIDEEST LAMES WITHOUTH OF STRACT TO BE CONVEYED BY SETMANTI NESTRUMENT.

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DAY OF

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- 8
 - all, proderty within this subdivision is included in the forest lakes metropolitan district by instruments recorded in book 2005 at page 1279 and book 5165 at page 326 and as amended. ξ
- In If Office I JACKS of RiffDoction System of an Energhebber Consentration of the reads until PRELAMBER ACCEPTANCE OF THE PUBLIC UNPOPPENTS AN ACCESSIONACE WITHOUT REQUIREMENTS FOR LAND DEVELOPMENT CODE. THE ENDINERRAN CRITERIA MANUAL, AND THE SHIRTHYRON MERRONIGHORS AND PRESENT OF THE PUBLIC OF THE PROPERTY OF THE PUBLIC OF THE PUBL 22

DATE

EXECUTIVE DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE:

CHORDO IN CORROLD LAW TOU MUST COMPRIE ANY LEGAL, ACTION BASED UPON ANY CORRORN OF ANY ACTION BASED OF A STORY OF ANY ACTION BASED OF ANY ACTION BASED OF ANY ACTION BASED OF ANY ACTION AND ACTION AND ACTION AND ACTION AND ACTION AND ACTION AND ACTION ACTION AND ACTION ACTI

COUNTY APPROVAL CERTIFICATE:

DOUGLAS P. RENELT, PROFESSIONAL LAND SURVEYOR COGNODO PL.S. NO. 2019. P. CLASSIC COMSULTING FOR AND SURVEYORS, I.C. ENGINEERS AND SURVEYORS, I.C.

- ALI PROPERTY WITHIN THIS SUBDINSON IS SUBJECT TO ROAD WARZT FEES IN ACCORDANCE WITH EL PASO COUNTY ROAD INVACT FEE ROADGAM RESQUINGN (PESDUINDN NO 18-47)). AS AMENINED AT THE TIME OF BUTTHIS OPERAL APPLICATION. 2
 - 24 ALL PROPERTY WITHIN THIS SURDIVISION IS INCLUDED IN THE DINON TINES WETROPOLITAN DISTRICT NO. 1 BY INSTRUMENTS RECORDED UNDER PECEPTION NO. 204033347 AND 208042748.
 - 25. UNLESS SHOWN OTHERWISE, THE FOLLOWING EASEMEN'S ARE HEREBY PLATTED:
- A. A 10 DO FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE FRONT LINES OF EACH LDT C. A 5.00 FOOT WIDE PUBLIC UTILITY AND ORANNAGE EASEMENT ALONG BOTH SIDE LOT LINES OF EACH LOT. B A 7:50 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE REAR LINES OF EACH LOT
- E A 20.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALDING PERMETER OF SUBDIVISION
- D. A 10.00 FOOT WIDE PUBLIC UTLITY AND DRAINAGE EASEMENT ALONG STREETS, WIEN FRONT EASEMENT IS NOT APPROPRIATE.
- MALBONES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY AND UNITED STATES POSTAL SERVICE REGULATIONS. THE SOLE RESPONSIBILITY FOR THE SUBFIXE MAINTEMANCE OF EASEMENTS IS HERERY VESTED WITH THE NOTINDLALL PROPERTY OWNER UNLESS OTHERWISE NOTED.

29

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PIED FOR RECORD IN MY OFFICE OFFICE OFFICE AT RECORDED AT RE

CHUCK BROERWAN, RECORDER

BY-DEPUTY

STATE OF COLORADO) SS

COUNTY OF EL PASO

CLERK AND RECORDER:

COUNTY ASSESSOR

- 28. THE TOTAL NUMBER OF LOTS BEING PLATTED IS 33 LOTS. THE TOTAL NUMBER OF TRACTS BEING PLATTED IS A TRACTS.
 - APPOINT TO RESOURCE APPOINT DEPOSIT OF THE BOARD OF DRECIONS, IL PAGO COUNTY PUBLIC OF COUNTY OF THE THOUSE OF THE IL PAGO COUNTY CLICK AND RECOVERS OF THE THOUSE OF THE IL PAGO COUNTY DEPOSIT AND STATE OF THE THOUSE OF THE TH
 - HIE TAG STEA OF 103 720 IS AN EASEMENT FOR PUBLIC AND PRIVATE UTILITIES AND PRIVATE ACCESS TO SAN THAT PROPERTY. INVENT GRESS TO SAN THE OBMODIANT OF SAID EASEMENT WHIS TAKES AND PRIVATE NOW TO SAID EASEMENT AND SAID FLAG STEAT S PRODUCED UNDER PRESENTOR NO. 30
- DERLOPER SHALL COMEY WIN IFREPAL AND STATE LAWS, REQUATIONS, DEDINAMES, REVER AND MEMORATED MEMORY AND OTHER MEMORY REQUESTED FOR THE CORPORATION OF THE CORPORATION OF THE CORPORATION OF THAT WAS AND MULTILE, DOUGHEST AND MULTILE, DESIGNATION OF THAT WAS AND MULTILE, STORAGE AND MULTILE, DOUGHEST AND MULTILE, STORAGE AND MULTILE, DOUGHEST AND MULTILE, DESIGNATION OF COLORIDOR OF THE MOMERST OF THE AND MULTILE, DOUGHEST AND MULTILE, DOUG
 - PINON PINES METROPOLITAN DISTRICT 1 & 2 RECEPTION NOS. 204033347 & 204033348. 33
- COLOCIO LA LANGO S DECENEE STITUENT RASE, OF THE OLD STORED SERVICES OF THE OLD STORE SERVICES OF THE OLD STO
 - THE GROCKY WHEN THE SUBDINGON SO, DE INCLUDED IN THE COREST LANCE HOLICOMERS. ASSOCIATION THE ESCALANIAN OF CONSERINGS COLORISMOSE RESPONDENCES AND EXEMINIS FOR FOREST LANCE RESOURTING AND EXECUTION UNIDER RECEPTION NO. 215/19/47 AND AS ARRENTED.
 - ALL PROPERTY WITHIN THIS SUBDIVISION IS WITHIN THE FOREST LAKES PUD AS RECORDED UNDER RECEPTION NO. 219053733 AND AMENDED BY RECEPTION NO.

FOREST LAKES FILING NO. 5 JOB NO. 1175-50 JUNE 24, 2019 SHEET 1 OF 2

THIS DOCUMENT HAS NOT BEEN PLAT CHECKED PRELIMINARY

REGIONAL PARK FEE: LAND IN LIGULOF FEES URBAN PARK FFE; LAND IN LIEU OF FEES

SCHOOL FEE: DISTRICT 38

SURCHARGE BRIDGE FEE. DRAINAGE FEE __BEAVER_CREEK_BASIN FURD #2, FUC 6.385 CORPORATE DRIVE, SUME 200 COLORADO SPRINGS, CO 80919 719-592-9333

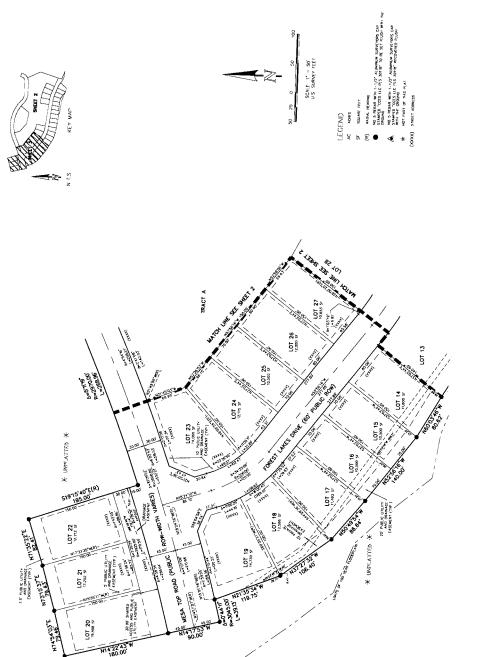
(719)785-0790 (719)785-0799 (Fee) CLASSIC CONSULTING

NO REMSION
1 COUNTY COMMENTS

619 N. Coscode Avenue, Suite 200 Calando Springs, Cobredo 80903

RADAL BEARNG TO RESTAUNT SUPPLY OF THE FOR THE PROPERTY OF STANDED SUPPLY OF NO 5 REPAR WIN 1-1/2" ALUMNIUM SURVEYED FLUSH WIN THE GROUND TOTO LLC PLS JOHN" RECOVERED FLUSH WIN THE GROUND TO THIS PLAT FOREST LAKES FILING NO. 5 JOB NO. 1175.50 JUNE 24, 2019 SHEET 2 OF 3 HIS DOCUMENT HAS NOT BEEN PLAT CHECKED CONSULTING CLASSI(PRELIMINARY SCALE: 1" - 50" U.S. SURVEY FEET 619 N Cascade Avenue, Suite 200 Colorada Springs, Calentalo HIRBLS LEGEND AC ACRES " FOREST LAKES DRIVE (60° PUBLIC ROW) * RECEPTION NO. 208712407 * LOT 7 PINE HILLS ADDITION NO. 1 * PLAT BOOK Y, PAGE 88 S1706'44"W 29.40' (,DT 17 1,0T 15 *101. U.D.T 10 MESA TOP * ARESA TOP * PUBLIC * NOSA a portion of the southwest quarter of section 28, township 11 south, range 67 west of the sixth principal meridian, el paso county, colorado A=0'51'09" R=223.00' L=3.32' FOREST LAKES FILING NO. 1 * ARECEPTION NO. 208712.407 LOT 33 LOT 1 . 9 PINE HILLS ADDITION NO. 1 * RECEPTION NO. 208712407 * TRACT B LOT 32 (BASIS OF BEARINGS) N89'29'26'E 3103.31 LOT 2 10,005 SF FILING LOT 3 LOT 31 TS PUBUC UTUTY AND DRAINAGE (GYE) EASEMENT (TYP) HUSSA WITH PLE MENON TAKENG STANFORS CAP STANFORS TAKENG AND RESEA LAKES LOT 4 %.487 59 LOT 30 13.886 SF 10 PUBLIC UTILITY AND DIRANAGE EASEWENT (TTP) -150 001-LOT 5 FOREST LAKES DRIVE (60' PUBLIC ROW) **FOREST** LOT 6 * UNPI.ATTED * LOT 7 TRACT C * UNPLATTED * 1RACT A 369,371 Sf 8 484 AC .00 001 M.\$1.52.15 6-58'49'0r 8-580 00' LOT 8 TRACT B LOT 29 LOT 10 10,008 SF LOT 28 LOT 11 LOT 12 10,358 SF LOT 26 PCDD FILE NO. SF 19-015 EAR FLOGOPLAIN LOT 24 LOT 23

FOREST LAKES FILING NO. 5 a portion of the southwest quarter of section 28, township 11 south, range 87 west of the sixth principal meridian, el paso county, colorado



FOREST LAKES FILING NO. 5 JOB NO. 1175-50 JUNE 24, 2019 SHEET 3 OF 3

PRELIMINARY
THIS DOCUMENT HAS NOT BEEN

CLASSIC

619 N. Cascode Avenue, Suite 200 Critorado Servigs, Distención 8090,5

PCDD FILE NO. SF 19-015