

SITE S-134(VR)

14703

A VACATION AND REPLAT OF SITE S-134, CRYSTAL PARK SUBDIVISION NO. 2, A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 18, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO

KNOW ALL MEN BY THESE PRESENTS

THAT CRYSTAL PARK HOMEOWNERS ASSOCIATION, A COLORADO NON-PROFIT CORPORATION, AND THE LINDHOLM TRUST BEING THE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

TO WIT

A TRACT OF LAND FOR THE VACATION AND REPLAT OF SITE S-134, CRYSTAL PARK SUBDIVISION NO. 2, AS RECORDED IN PLAT BOOK F-5, PAGE 37, UNDER RECEPTION NO. 2393361 OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 18, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF SAID SECTION 18, AS MONUMENTED BY A 3" BRASS CAP STAMPED "U.S. DEPARTMENT OF THE INTERIOR BUR. LAND MANAGEMENT 1975" FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 18, AS MONUMENTED BY A 3" BRASS CAP STAMPED "U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT 1975" BEARS N 00° 15'24" E A DISTANCE OF 5172.08 FEET AND IS THE BASIS OF BEARING USED HEREIN:

THENCE N 32° 44'39" E, A DISTANCE OF 534.01 FEET TO THE POINT OF BEGINNING (P.O.B.) OF THE SITE HEREIN DESCRIBED;

THENCE N 24° 10'22" E, A DISTANCE OF 154.10 FEET;

THENCE S 75° 59'49" E, A DISTANCE OF 139.28 FEET;

THENCE S 29° 31'24" W, A DISTANCE OF 190.42 FEET;

THENCE S 13° 37'15" W, A DISTANCE OF 82.42 FEET;

THENCE N 71° 29'37" W, A DISTANCE OF 61.98 FEET;

THENCE N 26° 52'17" E, A DISTANCE OF 45.31 FEET;

THENCE N 36° 20'27" W, A DISTANCE OF 108.90 FEET TO THE P.O.B.

SAID SITE CONTAINS 30.490 SQUARE FEET (0.70 ACRES) OF LAND, MORE OR LESS.

NOTES

SEWAGE TREATMENT IS THE RESPONSIBILITY OF EACH INDIVIDUAL PROPERTY OWNER. ALL SEPTIC SYSTEMS SHALL BE DESIGNED BY A COLORADO REGISTERED ENGINEER AND APPROVED BY THE EL PASO COUNTY HEALTH DEPARTMENT PRIOR TO PERMIT APPROVAL.

EXTREME WILDFIRE FIRE POTENTIAL EXISTS FOR PROPERTY WITHIN THIS SUBDIVISION. LIMITATIONS THAT INCREASE FIRE DANGER INCLUDE NO FIRE PROTECTION FROM AN ORGANIZED FIRE PROTECTION DISTRICT, SINGLE ACCESS INTO THE PROPERTY, TOPOGRAPHY AND VEGETATION.

ALL FUTURE DEVELOPMENT OF CRYSTAL PARK SHALL COMPLY WITH THE DEVELOPMENT PLAN AS RECORDED IN BOOK 8321, PAGE 438, AND THE DEVELOPMENT GUIDE AS RECORDED IN BOOK 8321, PAGE 443, OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, OR AS OTHERWISE AMENDED BY EL PASO COUNTY FOLLOWING APPROPRIATE PUBLIC HEARING.

DUE TO THE LACK OF HYDROGEOLOGICAL DATA ON THIS SUBDIVISION AND THE PARTICULAR HYDROGEOLOGIC CIRCUMSTANCES OF THIS PROPERTY, THE PURCHASER/OWNER OF ANY LOT BEARS THE RISK THAT A WELL DRILLED AT ANY GIVEN LOCATION ON THE PROPERTY WILL NOT PRODUCE ANY, OR ANY USABLE, QUANTITY OF GROUNDWATER. EXISTING WATER SUPPLIES MAY BE IMPACTED WHEN ADDITIONAL WELLS ARE DRILLED. WATER SUPPLIES MAY ALSO BE AFFECTED BY CLIMATIC CONDITIONS.

ALL INGRESS, EGRESS AND ACCESS THROUGH THIS SUBDIVISION IS BY PRIVATE ROADS THAT ARE NOT MAINTAINED BY EL PASO COUNTY. SUCH INGRESS, EGRESS AND ACCESS WAYS SHALL ALSO SERVE AS PRIVATE DRAINAGE WAYS. ALL ROADS AND DRAINAGE WAYS SHALL BE MAINTAINED BY CRYSTAL PARK COMMUNITY AND THE INDIVIDUAL SITE OWNERS.

ELECTRIC EASEMENTS - THE OWNERS HEREBY DEDICATE TO THE CITY OF COLORADO SPRINGS DEPARTMENT OF PUBLIC UTILITIES A 30 FOOT WIDE EASEMENT, COMPRISED OF 15 FEET ON EACH SIDE OF ALL EXISTING ELECTRIC IMPROVEMENTS, FOR ELECTRIC TRANSMISSION AND DISTRIBUTION PURPOSES. ALL FUTURE ELECTRIC EASEMENTS SHALL REQUIRE APPROVAL OF THE BOARD OF DIRECTORS OF CRYSTAL PARK, INC.

WASTEWATER TREATMENT EASEMENTS - THE OWNERS HEREBY DEDICATE EASEMENTS FOR ALL EXISTING INDIVIDUAL WASTEWATER TREATMENT SYSTEMS WHICH ARE NOT LOCATED WITHIN A PLATED SITE. SAID EASEMENTS SHALL EXTEND 25 FEET FROM THE OUTSIDE EDGE OF THE EXISTING SEPTIC TANKS, PIPES, AND DRIVELLS, AND SHALL BE SUBJECT TO THE RESTRICTIONS CONTAINED IN THE CRYSTAL PARK DEVELOPMENT GUIDELINES, COVENANTS, AND BYLAWS.

WATER WELL AND WATER SERVICE LINE EASEMENTS - THE OWNERS HEREBY DEDICATE EASEMENTS FOR ALL EXISTING INDIVIDUAL WATER WELLS AND ALL WATER SERVICE LINE COMPONENTS WHICH ARE NOT LOCATED WITHIN A PLATED SITE. SAID EASEMENTS SHALL EXTEND 10 FEET FROM THE CENTERLINE OF SAID WATER WELLS AND WATER SERVICE LINES AND SHALL BE SUBJECT TO THE RESTRICTIONS CONTAINED IN THE CRYSTAL PARK DEVELOPMENT GUIDELINES, COVENANTS, AND BYLAWS.

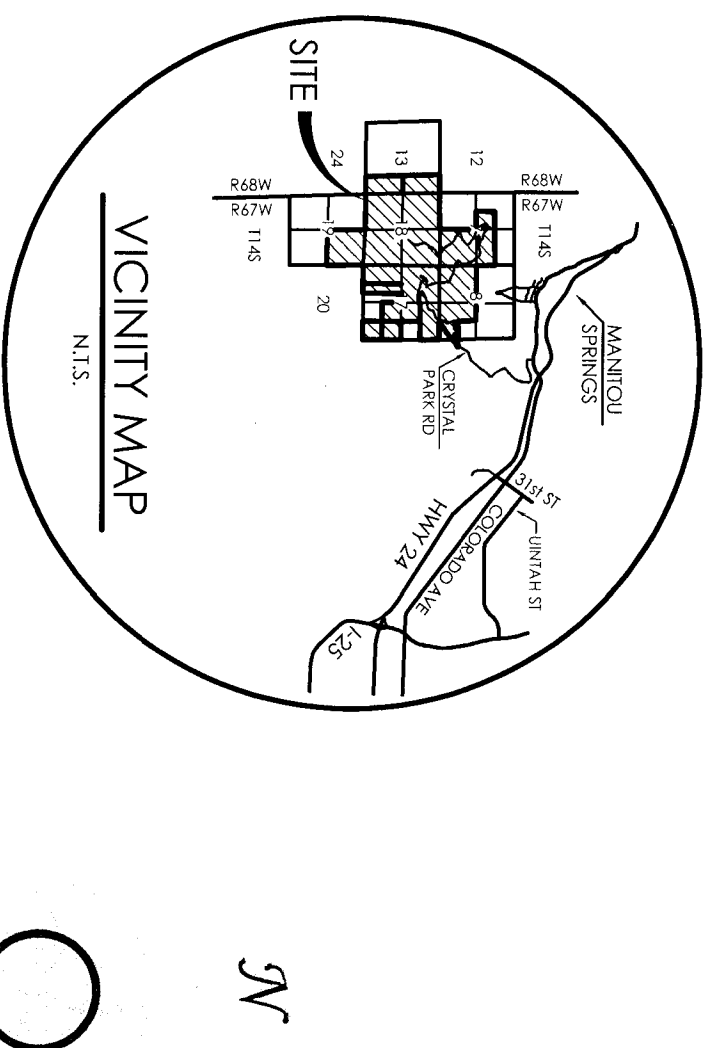
PRIVATE ROAD AND UTILITY EASEMENTS - THE OWNERS HEREBY GRANT INTO CRYSTAL PARK HOMEOWNERS ASSOCIATION, A COLORADO NON-PROFIT CORPORATION (CRYSTAL PARK) THOSE PRIVATE ROAD AND UTILITY EASEMENTS AS SHOWN ON THIS PLAT AND FURTHER RESTRICT THE USE OF SAID EASEMENTS TO CRYSTAL PARK, AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUIT CLAIM ALL OR ANY SUCH EASEMENT SHALL REMAIN EXCLUSIVELY VESTED IN CRYSTAL PARK.

THE BASIS OF BEARING FOR THIS PLAT IS THE NORTHEAST CORNER OF SAID SECTION 18, (AS MONUMENTED BY THE ORIGINAL GRANITE STONE), FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 18, (AS MONUMENTED BY A 3" BRASS CAP STAMPED "U.S. DEPARTMENT OF THE INTERIOR BUR. OF LAND MANAGEMENT 1975") BEARS S 02° 07'54" E, A DISTANCE OF 5354.20 FEET.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY M.V.E., INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, M.V.E., INC. RELIED UPON TITLE INSURANCE COMMITMENT NO. 80961JUTC, AS PREPARED BY STEWART TITLE GUARANTY COMPANY AND DATED February 3, 2021, AT 7:30 A.M. SAID TITLE COMMITMENT SHOULD BE USED FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, TITLE AND OTHER MATTERS OF RECORD AFFECTING THE PROPERTY.

DRIVEWAY MAINTENANCE AND SNOW REMOVAL ON AND FROM SITE TO AN EXISTING CRYSTAL PARK ROAD SHALL BE THE RESPONSIBILITY OF THE SITE OWNER.

THE ADDRESS EXHIBITED ON THIS PLAT IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT THE LEGAL DESCRIPTION AND IS SUBJECT TO CHANGE.



LEGEND

---	SUBDIVISION BOUNDARY
---	SECTION LINE
---	PROJECTED QUARTER SECTION LINE
---	PROJECTED 1/16TH SECTION LINE
---	SITE (LOT) BOUNDARY LINE
---	PREVIOUSLY PLATED SITE (LOT) LINE
---	EASEMENT LINE

ABBREVIATIONS

TP	SITE TIE POINT
COR	CORNER
C	CORNER
SEC	SECTION
Sec 8.14.67	SECTION NUMBER-TOWNSHIP SOUTH-RANGE WEST
BLM	BUREAU OF LAND MANAGEMENT
FD	FOUND
AL	ALUMINUM
REB	REBAR
S-95	SITE NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

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 CERTIFICATIONS SHOWN HEREON." [SECTION 13-80-105 C.R.S.]

RECORDATION

STATE OF COLORADO }
COUNTY OF EL PASO }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 3:16 O'CLOCK P.M. THIS 11th DAY OF March, 2021, AND IS DULY RECORDED IN A PLAT BOOK UNDER RECEPTION NO. 2313114703 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

CHARLES D. BROERMAN, CLERK & RECORDER

BY: *Charles D. Broerman*
DEPUTY

RECORDING FEE: \$22.00

SCHOOL: 0

PARK FEE: 0

BRIDGE: 0

DRAINAGE FEE: 0

DEDICATION

THE OWNERS HAVE CAUSED SAID TRACT OF LAND TO BE SURVEYED, VACATED, AND REPLATED INTO A SITE AS SHOWN ON THE ACCOMPANYING PLAT WHICH PLAT IS DRAWN TO A FIXED SCALE AS INDICATED THEREON AND ACCURATELY SETS FORTH THE BOUNDARIES AND DIMENSIONS OF SAID TRACT AND THE LOCATION OF SAID SITE, AND WHICH TRACT SO PLATED SHALL BE KNOWN AS "SITE S-134(VR), SITE ADDITION TO CRYSTAL PARK SUBDIVISION NO. 2, EL PASO COUNTY, COLORADO."

IN WITNESS WHEREOF

THE FOREMENTIONED DEDICATION STATEMENT IS EXECUTED THIS 30 DAY OF December, 2020.

CRYSTAL PARK HOMEOWNERS ASSOCIATION

BY: *William Gibbs*
WILLIAM GIBBS, PRESIDENT

Richard Renz
RICHARD RENZ, SECRETARY

STATE OF COLORADO }
COUNTY OF EL PASO }

THE ABOVE AND FOREGOING DEDICATION STATEMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM GIBBS, AS PRESIDENT AND RICHARD RENZ, AS SECRETARY OF CRYSTAL PARK HOMEOWNERS ASSOCIATION, THIS 30 DAY OF December, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.

Audrey Ann Werner
AUDREY ANN WERNER
NOTARY PUBLIC
STATE OF COLORADO
My Comm. Exp. Expires July 01, 2024

MY COMMISSION EXPIRES: July 01, 2024

IN WITNESS WHEREOF

THE FOREMENTIONED DEDICATION STATEMENT WAS ACKNOWLEDGED BEFORE ME BY DIANE N. LINDHOLM AND KEVIN J. LINDHOLM AS TRUSTEES OF THE LINDHOLM TRUST THIS 7 DAY OF January, 2020.

Diane N. Lindholm
DIANE N. LINDHOLM, TRUSTEE

Kevin J. Lindholm
KEVIN J. LINDHOLM, TRUSTEE

STATE OF COLORADO }
COUNTY OF EL PASO }

THE ABOVE AND FOREGOING DEDICATION STATEMENT WAS ACKNOWLEDGED BEFORE ME BY DIANE N. LINDHOLM AND KEVIN J. LINDHOLM, TRUSTEES THIS 7 DAY OF Jan, 2020.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 01-17-2023



COUNTY APPROVAL

THIS VACATION AND REPLAT FOR SITE S-134, CRYSTAL PARK SUBDIVISION NO. 2, WAS APPROVED BY THE EL PASO COUNTY, COLORADO PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR ON THE 11 DAY OF March, 2021, SUBJECT TO ANY NOTES OR CONDITIONS SPECIFIED HEREON.

[Signature]
EXECUTIVE DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT

SURVEYOR'S STATEMENT

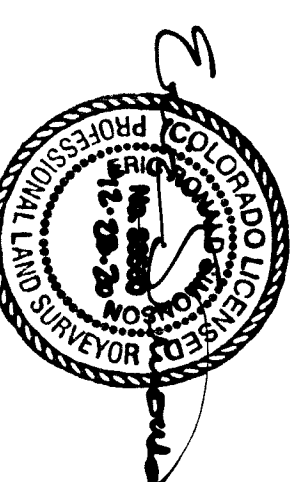
I, ERIC SIMONSON, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON THE DATE OF SURVEY SHOWN HEREON, THAT MATHEMATICAL CLOSEURE ERRORS ARE LESS THAN 1:10,000; AND THAT SAID PLAT HAS BEEN 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.

THIS CERTIFICATION IS NEITHER A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

DATE

ERIC SIMONSON, PLS
COLORADO REGISTERED PLS #38560
RAMPART SURVEYS, LLC
WOODLAND PARK, CO 80863
FOR AND ON BEHALF OF M.V.E., INC.

SHEET 1 OF 2

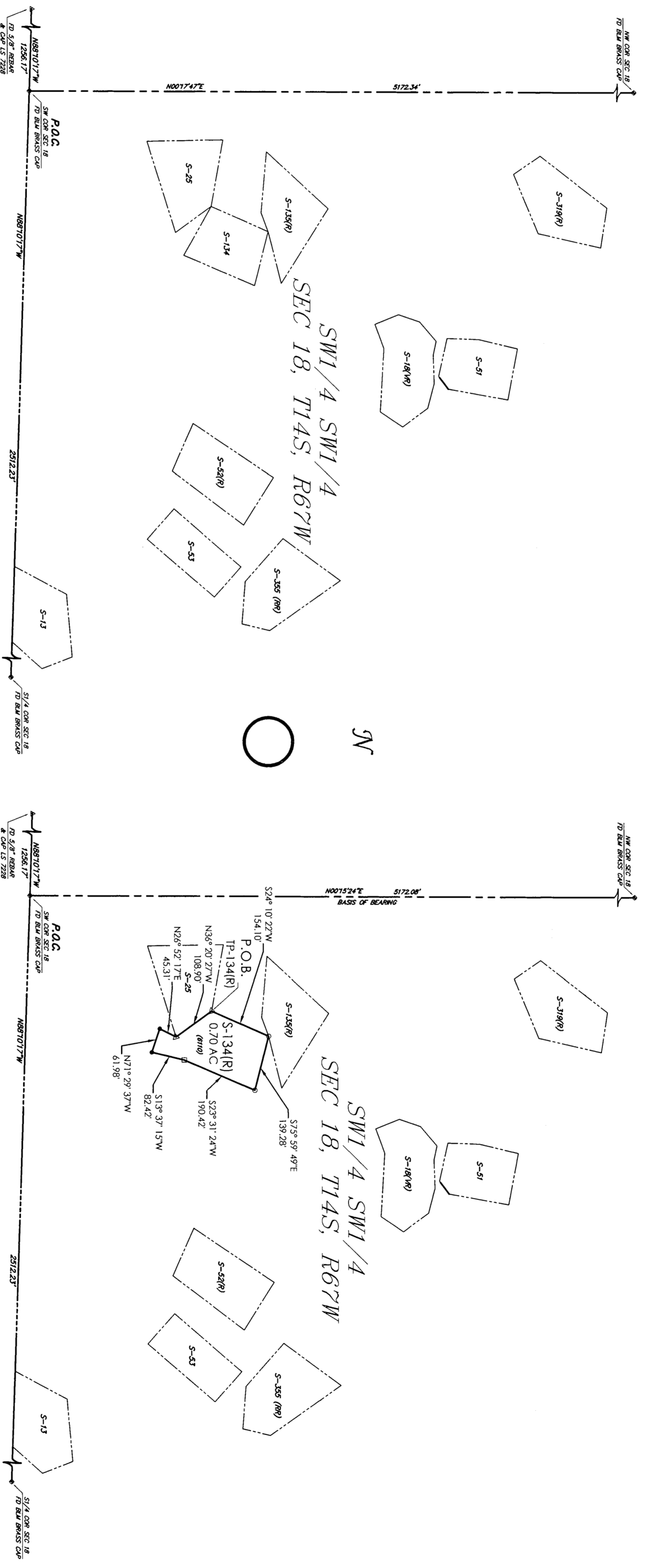


MONUMENT VALLEY ENGINEERS INC.	
SURVEYORS	
1911 LEAHAY ST., COLORADO SPRINGS, COLORADO 80909	
(719) 635-5736	
SCALE N/A	DRAWN BY CCC
DATE 12/21/2020	CHECKED BY ddc
	DWG. NO. 40229001
	JOB NO. 40229

P C D FILE NO. SF 217

SITE S-134(VR)

A VACATION AND REPLAT OF SITE S-134, CRYSTAL PARK SUBDIVISION NO. 2, A PORTION OF THE
SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 18, TOWNSHIP 14 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO

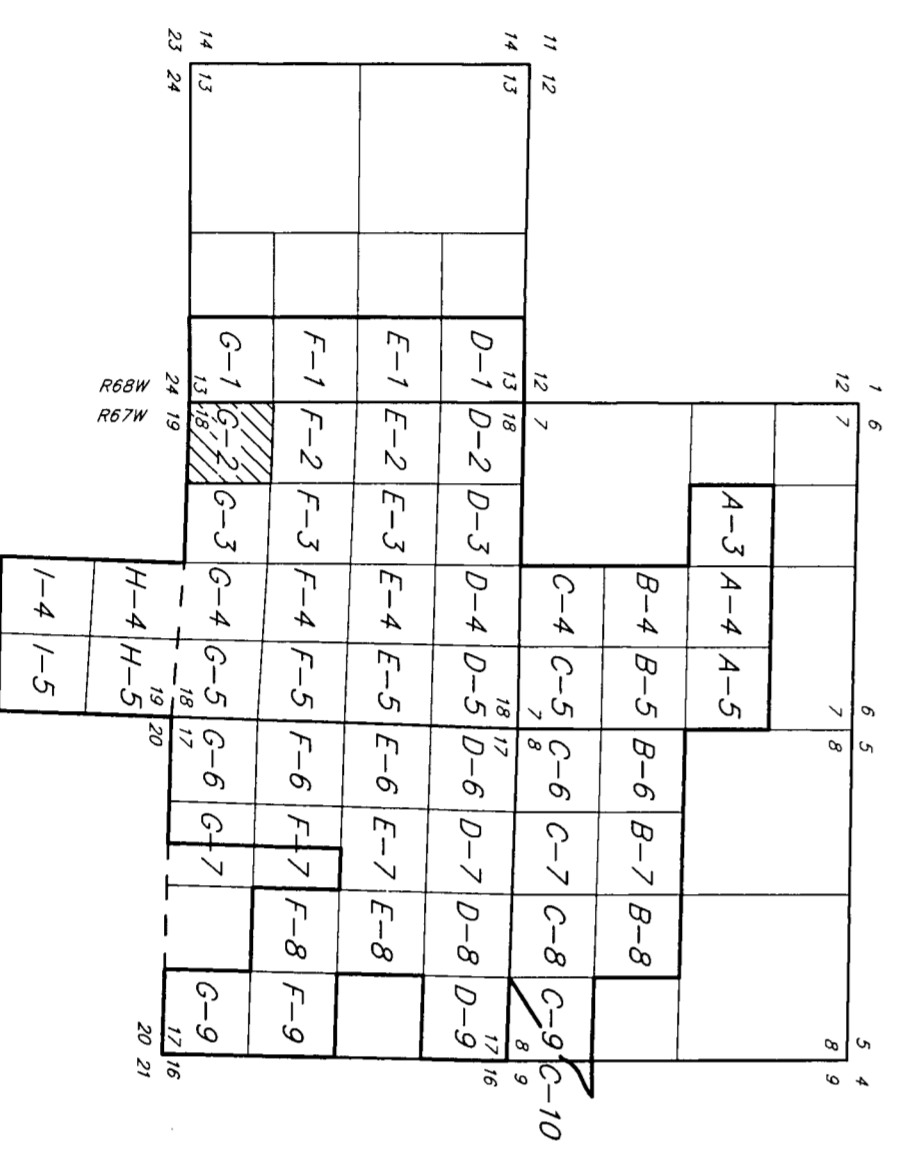
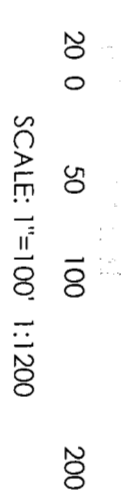


AS VACATED

AS REPLATTED

TABLE OF SITE LOCATION TIES

THE POINT FROM:	TO:	BEARING	DISTANCE
TP-134(R)	S-134(R)	N-32°44'39" E	534.01'



SHEET INDEX

NOTES (CONTINUED FROM SHEET 1 OF 2)

THE PURPOSE OF THIS REPLAT IS TO INCREASE THE THE OWNERSHIP AREA FROM 0.54 ACRES TO 0.70 ACRES OF LAND.

THE FOLLOWING REPORTS HAVE BEEN SUBMITTED AND ARE ON FILE WITH EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT: SURVEY REPORT, SETBACK, SOLS PLAT FOR CRYSTAL PARK SUBDIVISION NO. 2, SOIL & GEOLOGY REPORT WILL NOT BE SUBMITTED UNTIL SITE PLAN STAGE.

- PROPERTY CORNER LEGEND**
- = SET REBAR AND ORANGE CAP STAMPED "TAMPART PLUS 38560"
 - = FOUND 1/2" REBAR NO CAP
 - ▲ = FOUND 1-1/2" ALUMINUM CAP STAMPED "JACK KIRBY PL18991"
 - = FOUND 1/2" REBAR AND YELLOW CAP STAMPED "FOUR SQUARE"
- PROPERTY ADDRESS**
- (6110) ASPEN WAY

WATER QUALITY, QUANTITY AND DEPENDABILITY DETERMINED SUFFICIENT WITH SF-93-002 (RESOLUTION NO. 93-337)

PCD FILE NO. SF 217

MONUMENT VALLEY ENGINEERS INC.

1911 DELAWARE ST., COLORADO SPRINGS, COLORADO 80909

(719) 535-5736

SITE S-134(VR)

SHEET INDEX NO. E-4
SHEET 2 OF 2

SCALE: 1" = 200'	DRAWN BY: CCC
DATE: 12/21/20	CHECKED BY: CCG
DWG. NO.: 40223002	JOB NO.: 40229

**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 CHEROKEE 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, Metro District is the owner of certain real property located in El Paso County, Colorado, which "Property" is legally described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

B. WHEREAS, Metro District desires to develop on the Property additional water treatment facilities; and

C. WHEREAS, the additional improvements on this Property may substantially increase the volume of water runoff and may decrease the quality of the stormwater runoff from the Property, and, therefore, it is in the best interest of the public health, safety and welfare for the County to condition approval of the site development plan on Metro District's promise to construct adequate drainage, water runoff control facilities, and stormwater quality structure Best Management Practices ("BMPs") for the Property; and

D. 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; and

E. WHEREAS, Metro District has determined it is in the best interest of public health, safety and welfare of its constituents to improve an existing detention basin and install additional drainage improvements BMP(s) ("detention basin/BMP(s)" or "Project") 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

F. WHEREAS, Metro District shall be charged with the duty of constructing, operating, maintaining and repairing the detention basin/BMP(s) on the portion of the Property as described in Exhibit B, which is attached hereto and incorporated herein by this reference; and

G. WHEREAS, the County conditions approval of the site development plan on the Metro District'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 maintain and/or repair the detention basin/BMP(s); and

H. WHEREAS, the County could condition site development plan approval on the Metro District'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 the Metro District's promises contained herein; and

I. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of the site development plan upon the Metro District'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

J. 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: Metro District agrees that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit A as the Property, and that this entire Agreement and the performance thereof shall be binding upon themselves, their respective successors and assigns.

3. Construction: Metro District shall construct on that portion of the Property described in Exhibit B the detention basin/BMP(s), including improvements to an existing detention pond, a grass swale, and two culverts. Metro District shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the PCD. Metro District 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 erosion and stormwater quality control permit (ESQCP) is issued.

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the detention basin/BMPs and shall have the right to seek reimbursement from the Metro District and its successors and assigns for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally

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

4. **Maintenance:** The 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:** Metro District hereby grants the County 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 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 Metro District and its successors and assigns that the detention basin/BMP(s) needs to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should the responsible parties fail to correct the specified problem(s), the County may enter upon the Property to so correct the specified problem(s). Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

7. **Reimbursement of County's Costs / Covenant Running With the Land:** The Metro District agrees and covenants for itself and its successors and assigns that it will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMP(s) pursuant to the provisions of this Agreement.

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

8. **Contingencies of Site Development Plan Approval:** Metro District's execution of this Agreement is a condition of site development plan and ESQCP approval.

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

10. **Indemnification and Hold Harmless:** To the extent authorized by law, Metro District agrees, for itself and its successors and assigns, that it will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to its intentional or negligent acts, errors or omissions or that of its agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the detention basin/BMP(s), and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County or the Metro District 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 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 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 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. Entire Agreement: This Agreement represents the entire Agreement between the County and the Metro District regarding this subject matter. It shall supersede all prior agreements, discussions and negotiations between the parties. This Agreement shall not be amended or modified unless in writing, executed by both parties.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 2nd day of March, 2021, by:

CHEROKEE METROPOLITAN DISTRICT


By: 
Amy Lathen, General Manager

The foregoing instrument was acknowledged before me this 2nd day of March, 2021, by Amy Lathen, General Manager of Cherokee Metropolitan District.

Witness my hand and official seal.

My commission expires:

SARA HOWARD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994006734
MY COMMISSION EXPIRES MARCH 10, 2025


Notary Public

Executed this 11 day of March, 2021, by:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: *Craig Dossey*
Craig Dossey, Executive Director
Planning and Community Development Department
Authorized signatory pursuant to LDC

Attest:

~~_____
Chuck Brogan
County Clerk and Recorder~~

The foregoing instrument was acknowledged before me this 11 day of March, 2021, by Craig Dossey, Executive Director, El Paso County Planning and Community Development Department, as attested to by Petra Rangel, El Paso County Clerk and Recorder.

Witness my hand and official seal.

My commission expires: 9/2/2024

Petra Rangel
Notary Public

Approved as to form:

Lori L. Seago
County Attorney's Office

PETRA RANGEL
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20164033815
My Commission Expires 9/2/2024

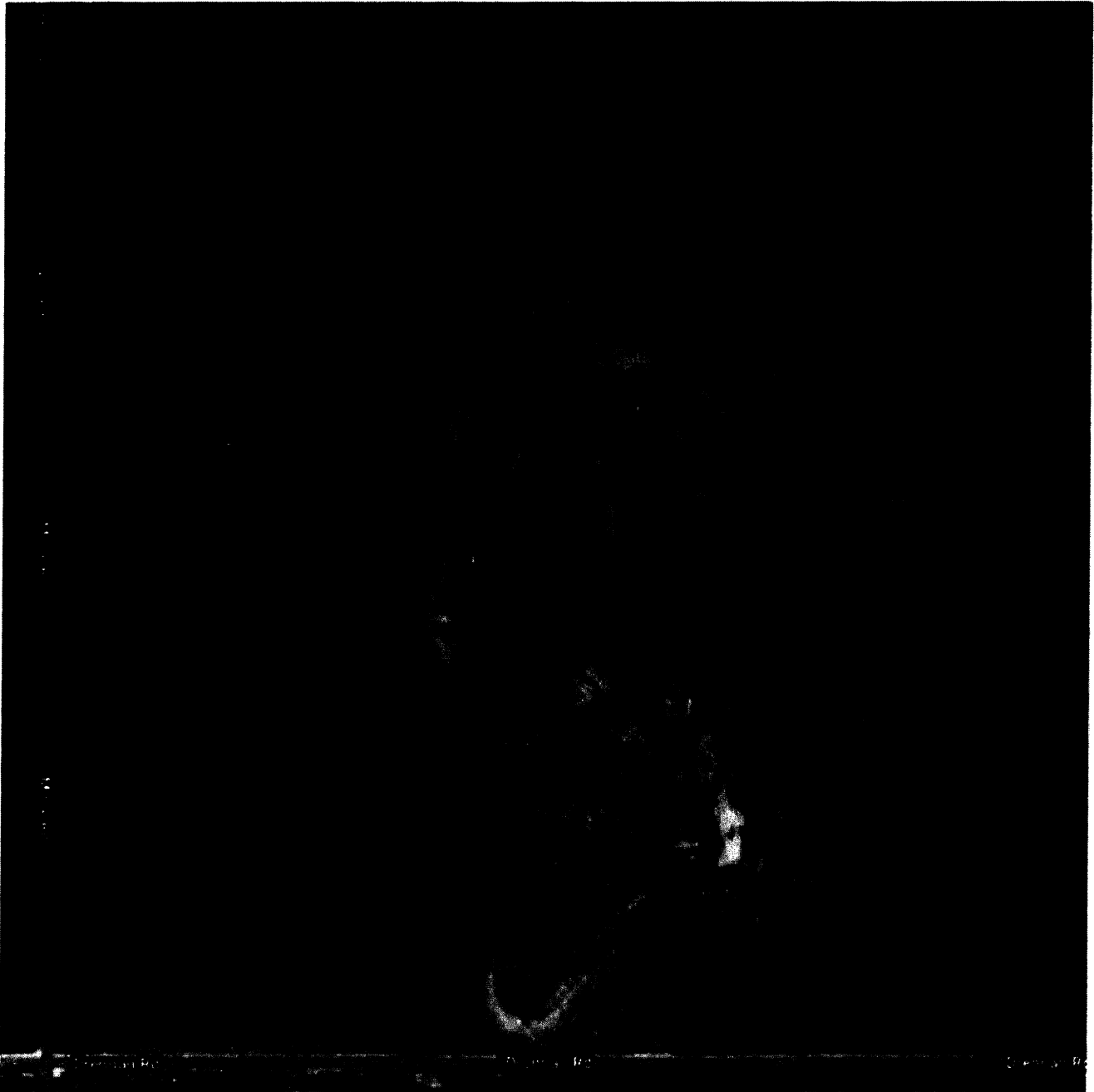
Exhibit A

LEGAL DESCRIPTION

**SOUTHWEST ¼, SECTION 8, TOWNSHIP 15 SOUTH, RANGE 63 WEST, EL PASO COUNTY
RECORDED NOVEMBER 19, 2004 AT RECEPTION NO. 204195581 BY WARRANTY DEED,
COUNTY OF EL
PASO, STATE OF COLORADO.**

Exhibit B

The Easement provided to El Paso County to allow access to inspect, clean, repair and maintain the detention basin/BMP(s) is located from the Southerly property limit 450 linear feet to the North, 1,100 linear feet from the Easterly property limit, and ends 1,600 linear feet from the Easterly property limit.



Stormwater Detention
Basin

Unobstructed Access
Point for EPC