

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

This 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 ANTLER RANGE, LLC (Developer) and ANTLER CREEK 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 Metro District provides various municipal services to certain real property in El Paso County, Colorado referred to as Antlers Range; and

B. WHEREAS, Developer is the owner of certain real estate (the Property) in El Paso County, Colorado, which Property is legally described in Exhibit A attached hereto and incorporated herein by this reference; and

C. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as Antlers Range Filing No. 1 (Subdivision); and

D. WHEREAS, the development of this Property will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Property, and, therefore, it is in the best interest of public health, safety and welfare for the County to condition approval of this subdivision on Developer's promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices ("BMPs") for the subdivision; and

E. WHEREAS, Chapter 8, Section 8.4.5 of the El Paso County Land Development Code, as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised Statutes (C.R.S.), requires the County to condition approval of all subdivisions on a developer's promise to so construct adequate drainage, water runoff control facilities, and BMPs in subdivisions; and

F. WHEREAS, the Drainage Criteria Manual, Volume 2, as amended by Appendix I of the El Paso County Engineering Criteria Manual (ECM), as each may be periodically amended, promulgated pursuant to the County's Colorado Discharge Permit System General Permit (MS4 Permit) as required by Phase II of the National Pollutant Discharge Elimination System (NPDES), which MS4 Permit requires that the County take measures to protect the quality of stormwater from sediment and other contaminants, requires subdividers, developers, landowners, and owners of facilities located in the County's rights-of-way or easements to provide adequate permanent stormwater quality BMPs with new development or significant redevelopment; and

G. WHEREAS, Section 2.9 of the El Paso County Drainage Criteria Manual provides for a developer's promise to maintain a subdivision's drainage facilities in the event the County does not assume such responsibility; and

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

I. WHEREAS, Developer desires to construct for the Subdivision 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

J. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that is or will be platted as lots 3 and 4, as indicated on the final plat of the Subdivision, and as set forth on Exhibit B attached hereto; and

K. WHEREAS, Developer shall be charged with the duty of constructing the detention basin/BMP(s) and following conveyance and acceptance of the detention basin/BMPs, the Metro District shall be charged with the duties of operating, maintaining and repairing the detention basin/BMP(s) on the portion of 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 Developer's and/or 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, 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 PCD. Developer shall complete construction of the detention basin/BMP(s) in substantial compliance with the County-approved plans and specifications for the detention basin/BMP(s). Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin/BMP(s) shall be substantially completed within one (1) year (defined as 365 days), which one year period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder. Rough grading of the detention basin/BMP(s) must be completed and inspected by PCD prior to commencing road construction.

In the event construction of the detention basin/BMP(s) for the Subdivision 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" as used herein and in Paragraph 7 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: Subject to Paragraph 15 below, Developer and the Metro District agree for themselves and their respective successors and assigns that they will regularly and routinely inspect, clean and maintain the detention basin/BMP(s) in compliance with the County-reviewed Operation and Maintenance Manual, attached hereto as Exhibit C and incorporated herein by this reference, 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. Creation of Easement: Developer hereby grants the County and the Metro District a non-exclusive perpetual drainage easement and access easement, together with all rights and privileges as are incidental to the full use and enjoyment of the easement rights, upon, over, above, through and across that portion of the Property. The purpose of the Easement is to allow the County and the Metro District to access, inspect, clean, repair, replace, removed, enlarge, use, operate, 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), and the Metro District does not have the obligation to inspect, clean, repair, replace, removed, enlarge, use, operate, and maintain the detention basin/BMP(s) until the Metro District accepts the detention basin/BMP(s) for ownership and maintenance.

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 problems. Should the responsible parties fail to correct the specified problems within the reasonable time provided or such other period of time with which the County agrees, the County may enter upon the Property to so correct the specified problems. 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 their respective share of the County's actual costs and expenses incurred in the process of the County's performance of the Developer and the Metro District's respective obligations under this Agreement pursuant to the provisions of this Agreement.

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 lots 3 and 4, as indicated on the final plat of the Subdivision, from Developer to the Metro District (which will include a reservation of easement in favor of the County for purposes of accessing, inspecting, cleaning, maintaining, and repairing the detention basin/BMP(s)), and recording of the Deed for the same; and
- b. A copy of the Covenants of the Subdivision, if applicable, establishing that the Metro District is obligated to inspect, clean, maintain, and repair the detention basin/BMP(s).

The County shall have the right, in the sole exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this Paragraph, including but not limited to, any

separate agreement or amendment, if applicable, identifying any specific maintenance responsibilities not addressed herein. The County's rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

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

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer 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 performance of their respective obligations under this Agreement.

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 and Metro District's Obligation and Liability: The obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat of the Subdivision as described in Paragraph Three (3) of the Recitals set forth above is recorded, the Developer completes the construction of the detention basin/BMP(s), and the detention basin/BMP(s) are conveyed to and accepted by the Metro District for all applicable maintenance and operation responsibilities. By execution of this agreement, the Metro District agrees to accept all responsibilities and to perform all duties assigned to it as specified herein, upon conveyance and acceptance of lots 3 and 4 from Developer.

16. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the County or its Board, the Metro District or its Board of Directors, or their respective officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

17. Annual Appropriations. The Metro District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever

18. Contract Modification. The Agreement may not be amended, altered or otherwise changed except by a written agreement signed by the Parties.

19. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 3 day of September, 2026, by:
ANTLER RANGE, LLC

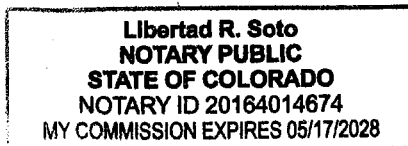
By: [Signature]
Grant Langdon, Manager

State of Colorado
County of El Paso

The foregoing instrument was acknowledged before me this 3 day of September, 2026 by
Grant Langdon, Manager, of Antler Range, LLC.

Witness my hand and official seal.

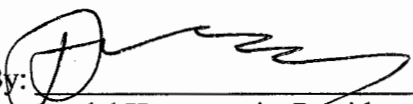
My commission expires: 8/17/2028



[Signature]
Notary Public

Executed this 3 day of September, 2026, by:

ANTLER CREEK METROPOLITAN DISTRICT

By: 
Dzelal Hrustanovic, President

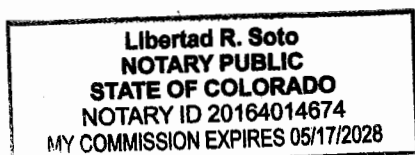
State of Colorado

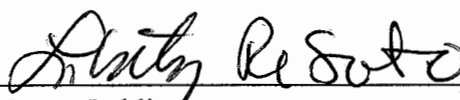
County of El Paso

The foregoing instrument was acknowledged before me this 3 day of September, 2026,
by Dzelal Hrustanovic, President, ANTLER CREEK METROPOLITAN DISTRICT.

Witness my hand and official seal.

My commission expires: 5/17/2028




Notary Public

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

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Christina Prete, P.E., Stormwater Operations & Compliance Manager
Engineering Division, Department of Public Works
Designee of Joshua J. Palmer, P.E., County Engineer
Authorized signatory pursuant to Resolution No. 24-145

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, Stormwater Operations & Compliance Manager, El Paso County
Department of Public Works.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

Exhibit A

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE COURSE ON THE NORTHERLY BOUNDARY LINE OF THE WESTERLY PORTION OF THE TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED UNDER RECEPTION NO. 206150812 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WEST END BY A REBAR AND YELLOW PLASTIC CAP STAMPED "WKC&ASSOC PLS4842" 0.1' BELOW GRADE, AND AT THE EAST END BY A REBAR AND YELLOW PLASTIC CAP STAMPED "WKC&ASSOC PLS4842" 0.1' BELOW GRADE. ASSUMED TO BEAR S89°44'22"E FEET (DEED BEARING S89°18'55"E) A DISTANCE OF 1,424.82 FEET.

COMMENCING AT THE WESTERLY END OF THE COURSE ON THE NORTHERLY BOUNDARY LINE OF THE WESTERLY PORTION OF THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED UNDER RECEPTION NO. 206150812 IN, WHICH BEARS S89°44'22"E (DEED BEARING S89°18'55"E) A DISTANCE OF 1,424 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE S89°44'22"E ON SAID BOUNDARY LINE A DISTANCE OF 1,424.82 FEET; THENCE S21°28'11"E A DISTANCE OF 450.34 FEET; THENCE S04°06'20"E A DISTANCE OF 115.05 FEET; THENCE S72°42'15"E A DISTANCE OF 27.29 FEET TO A POINT ON CURVE, THENCE ON AN ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S72°42'15"E, HAVING A DELTA OF 17°06'50", A RADIUS OF 330.00 FEET TO A POINT OF TANGENT: THENCE S00°10'55"W A DISTANCE OF 55.44 FEET, THENCE S00°15'59"W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 18 AND THE SOUTHERLY LINE OF SAID TRACT OF LAND RECORDED UNDER

RECEPTION NO. 206150812; THENCE CONTINUING ON THE BOUNDARY OF SAID TRACT OF LAND, THE FOLLOWING TWO (2) COURSES;

1. N89°44'01"W A DISTANCE OF 1,603.61 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 18;
2. N00°23'41"W ON WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE 733.50 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,134,576 SQUARE FEET OR 26.046 ACRES.