

SF.2235
Channel Agmt.

**PRIVATE STORMWATER FACILITY AND WETLAND
MAINTENANCE AGREEMENT AND EASEMENT**

This PRIVATE STORMWATER FACILITY 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 (County), SR LAND, LLC and CLASSIC SRJ LAND, LLC (Owners), CLASSIC SRJ, LLC (Developer), and STERLING RANCH METROPOLITAN DISTRICT NO. 3 (District 3), 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, District 3 provides various municipal services to certain real property in El Paso County, Colorado referred to as STERLING RANCH (the “Development”); and

B. WHEREAS District 3 and Owners are the owners of certain real estate (the “Stormwater Facilities Area”) in El Paso County, Colorado, which property is legally described in Exhibit A attached hereto and incorporated herein by this reference; and

C. WHEREAS, Owners and Developer desire to plat and develop adjacent to the Stormwater Facilities Area and on property described in Exhibit B, attached hereto and incorporated herein by reference, a Subdivision to be known as Sterling Ranch East Filing No. 1; and

D. WHEREAS, the development of Sterling Ranch, including this Subdivision, will materially increase the volume and decrease the quality of stormwater runoff from the Property; therefore, it is in the best interest of the public health, safety and welfare for the County to condition approval of the Subdivision on Developer’s promise to construct adequate stormwater control facilities including permanent stormwater quality structural Best Management Practices (“BMPs”) for the Development pursuant to the terms of the First Amended and Restated Development Agreement for Sterling Ranch recorded in the records of the El Paso County Clerk and Recorder at Reception No. 224091137 on November 15, 2024 (“Development Agreement”); and

E. WHEREAS, the El Paso County Land Development Code, as periodically amended, requires the construction and maintenance of detention ponds and other drainage facilities adequate to maintain historic stormwater flow patterns, protect natural and man-made drainage conveyances, and prevent property damage in connection with land development and subdivisions, and further requires that developers enter into maintenance agreements and easements with the County for such drainage facilities; and

F. WHEREAS, the El Paso County 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), which MS4 Permit requires that the County take measures to protect the quality of stormwater from sediment and other contaminants, requires subdividers, developers,

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El Paso County, CO



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landowners, and owners of facilities located in the County's rights-of-way or easements to provide adequate permanent stormwater quality facilities and BMPs with new development or significant redevelopment and to enter into maintenance agreements and easements with the County for such facilities and BMPs; and

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

H. WHEREAS, Developer and District 3 desire to construct for the Development, including the Subdivision, drainage conveyance facilities, stormwater control measures, and permanent stormwater quality BMPs in the Sand Creek drainageway (collectively, "Stormwater Facilities") in accordance with the Development Agreement as the means for providing adequate drainage and stormwater runoff control and to meet the requirements of the County's MS4 Permit, and to operate, clean, maintain and repair such Stormwater Facilities; and

I. WHEREAS, Developer desires to construct the Stormwater Facilities on the Stormwater Facilities Area as set forth on Exhibit A, attached hereto and incorporated herein by this reference; and

J. WHEREAS Developer, Owners, and District 3 shall be charged herein with the duties of providing the necessary easements and access to the Stormwater Facilities in the Stormwater Facilities Area; and

K. WHEREAS, District 3 shall be charged herein with the duties of maintaining the Stormwater Facilities on property within the Stormwater Facilities Area that may be transferred to it; and

L. WHEREAS, as required by the U.S. Army Corps of Engineers, Developer desires to construct and/or maintain wetlands on property as set forth on Exhibit E, attached hereto and incorporated herein by this reference (the Wetlands Maintenance Area), in conjunction with the Development, and on property within the Stormwater Facilities Area as set forth in the U.S. Army Corps of Engineers Permit (SPA-2015-00428), attached hereto as Exhibit G and incorporated herein by this reference in conjunction with the Subdivision; and

M. WHEREAS Developer shall be charged with the duty of constructing the Stormwater Facilities and wetlands and District 3 shall be charged with the duties of operating, maintaining and repairing the Stormwater Facilities and any appurtenant improvements on the property described in Exhibit A and the wetlands on the property described in Exhibit E; and

N. WHEREAS, the County, in order to protect the public health, safety and welfare, desires the means to access, construct, maintain, and repair the Stormwater Facilities, and to recover its costs incurred in connection therewith, in the event the Developer or District 3 fails to meet their obligations to do the same; and

O. WHEREAS, the County conditions approval of this Subdivision on the Developer's promise to construct the Stormwater Facilities, and further conditions approval on District 3's promise to clean, maintain and repair the Stormwater Facilities, and on District 3's promise to reimburse the County in the event the burden falls upon the County to construct, clean, maintain or repair the Stormwater Facilities serving this Development; and

P. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon District 3's and Owners' grant herein of a perpetual Easement over their respective portions of the Stormwater Facilities Area as described in Exhibit A for the purpose of allowing District 3 access to construct, upgrade, clean, maintain and/or repair the Stormwater Facilities, and allowing the County to periodically access and inspect the Stormwater Facilities and, when necessary, to construct, clean, maintain or repair the Stormwater Facilities; and

Q. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon Developer's grant herein of a perpetual Easement over the Wetlands Maintenance Area described in Exhibit E for the purposes of allowing District 3 access to maintain the wetlands existing and constructed thereon and allowing the County to periodically access and inspect the Wetlands Maintenance Area and, when necessary, to clean, maintain or repair the wetlands; and

R. 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 agrees that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit B attached hereto, and that this entire Agreement and the performance thereof shall be binding upon itself and its successors and assigns.

The Owners agree that this entire Agreement and Owners' performance of their obligations hereunder shall become a covenant running with their land legally described in Exhibit A attached hereto, and that this entire Agreement and Owner's performance of their obligations hereunder shall be binding upon itself and its successors and assigns.

3. Construction: Developer shall construct the following Stormwater Facilities on the Stormwater Facilities Area described in Exhibit A:

Sand Creek channel improvements in accordance with the Sand Creek Restoration Construction Plans (most recent draft dated November 11, 2023) and anticipating County approval with pending updated submittal by Developer.

Developer shall not commence construction of the Stormwater Facilities until El Paso County has approved in writing the plans and specifications for the Stormwater Facilities and this Agreement has been signed by all Parties and returned to the County. Developer shall complete construction of the Stormwater Facilities in substantial compliance with the Development Agreement and the County-approved plans and specifications for the Stormwater Facilities and shall provide certification from a Colorado registered Professional Engineer that the Stormwater Facilities were constructed in compliance with and provide the volume and capacity required by such plans and specifications in accordance with ECM requirements. Developer shall maintain the Stormwater Facilities until acceptance by District 3 for its respective maintenance obligations as set forth herein, and Final Acceptance of the County-Maintained Stormwater Facilities by El Paso County for its ownership and respective maintenance obligations as set forth herein. 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, subject to Section 1(b)(i) of the Development Agreement. Construction of the Stormwater Facilities shall be substantially completed within the timeframe set forth in the Development Agreement.

In the event construction of the Stormwater Facilities is not substantially completed within the timeframe set forth in the Development Agreement, or if the Subdivision is in violation of its ESQCP terms and conditions and Developer and District 3 have not made an effort to remedy the violation in a reasonable amount of time as determined by the County, then the County may exercise its discretion to complete the Stormwater Facilities and shall have the right to seek reimbursement from the Developer, District 3, and their respective successors and assigns for its actual costs and expenses incurred in the process of completing construction.

If Developer is required by the U.S. Army Corps of Engineers or other agency to construct and/or mitigate wetlands on the Wetlands Maintenance Area described in Exhibit E in conjunction with the Development, the wetlands mitigation plan shall be provided to the County after completion of construction, representing the as-built conditions.

Notwithstanding anything to the contrary contained herein, the parties hereto expressly agree and acknowledge that pursuant to the Development Agreement, Classic SRJ, LLC has agreed to construct and install the Sand Creek Channel Improvements (as defined in the Development Agreement) adjacent to this subdivision, including wetlands mitigation, for which collateral will be posted in connection with said Development Agreement and not with this Subdivision. To secure and guarantee performance of its obligations as set forth therein, Classic SRJ, LLC agrees to provide collateral to remain in effect at all times until the improvements are completed and accepted in accordance with Chapter 5 of the ECM. Therefore, if any terms, provisions, conditions, and/or obligations contained herein conflict with the Development Agreement, the provisions of the Development Agreement shall control and supersede any conflicting terms contained herein.

4. Maintenance of Stormwater Facilities and Wetlands: District 3 agrees for itself and its successors and assigns that it will regularly and routinely inspect, clean and maintain all of the

Stormwater Facilities in compliance with the County-reviewed Operation and Maintenance Manual, attached hereto and incorporated herein by this reference as Exhibit F, and otherwise keep the same in good repair, all at its own cost and expense. District 3's obligation to maintain the County-Maintained Stormwater Facilities specifically identified in Exhibit C, attached hereto and incorporated herein by reference, in the Stormwater Facilities Area described in Exhibit A shall terminate upon County acceptance of the County-Maintained Stormwater Facilities. No trees or shrubs that will impair the structural integrity of the Stormwater Facilities shall be planted or allowed to grow within or adjacent to the Stormwater Facilities. Exhibit D, attached hereto, provides a non-exclusive list, for ease of reference, of District Stormwater Facilities which will remain District 3's responsibility to maintain.

District 3 agrees for itself and its successors and assigns, that it will maintain and properly manage the grasses, wetlands and other vegetation in the Stormwater Facilities Area in compliance with the USACE conditions, the "Routine Maintenance Activities" specified in Exhibit F and other requirements or conditions of approval. Such obligation with respect to the Stormwater Facilities Area shall continue even after closure of the USACE permit as structural stability of the channel is dependent on proper maintenance of all vegetated areas.

If the County maintains or repairs any wetlands or non-structural vegetated areas in the course of properly maintaining the structural Stormwater Facilities or to protect the structural facilities from erosion or other hazards, the provisions described in Section 6 of this Agreement may apply.

5. Creation of Easements: Developer hereby grants the County and District 3 a non-exclusive perpetual easement upon and across the Developer's property described in Exhibit A. The purpose of the easement is to allow the County and District 3 to access, inspect, clean, repair and maintain the Stormwater Facilities and wetlands; 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 Stormwater Facilities or any appurtenant improvements until the time of County acceptance of the County-Maintained Stormwater Facilities.

Owners hereby grant the County and District 3 non-exclusive perpetual easements upon and across the Owner's Property described in Exhibit A for the purposes of access to the Stormwater Facilities Area and Wetlands Maintenance Area, and inspection, construction, cleaning, maintenance and repair of the Stormwater Facilities and any appurtenant improvements and wetlands. The creation of the County's easement does not expressly or implicitly impose on the County a duty to so inspect, construct, clean, repair or maintain the Stormwater Facilities, the Wetlands Maintenance Area or any appurtenant improvements until, with respect to the County-Maintained Stormwater Facilities only, the time of County acceptance of the County-Maintained Stormwater Facilities.

Neither Developer nor District 3 shall suffer any mechanics' or materialmen's liens to be enforced against the Owner's property within the Stormwater Facilities Area or other property of Owner for work done or materials furnished in connection with Developer's and District 3's obligations under this Agreement. Owner shall have no obligations with respect to the Stormwater

Facilities other than to provide the property and access thereto, without obstruction, pursuant to the easement described herein.

6. County's Rights and Obligations: Any time the County reasonably determines, in the sole exercise of its discretion, that the Stormwater Facilities have not been properly cleaned, maintained, or otherwise kept in good repair, the County shall give reasonable notice of such to the responsible Party and its successors and assigns. The notice shall provide a reasonable time to correct the problems. Should the responsible Parties fail to correct the specified problems, the County may enter upon the properties described in Exhibit A to perform the needed work and shall have the right to seek reimbursement from the responsible Parties for its actual costs and expenses in performing the work. 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 inspect, construct, clean, repair or maintain the Stormwater Facilities prior to its acceptance of the County-Maintained Stormwater Facilities.

7. Actual Costs and Expenses: The Developer and District 3 agree and covenant, for themselves and their successors and assigns, that they will reimburse the County for its actual costs and expenses incurred in the process of completing construction of, cleaning, maintaining, or repairing the Stormwater Facilities, wetlands, or non-structural vegetated areas pursuant to the provisions of this Agreement.

The term "actual costs and expenses" as used in this Agreement 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, engineering and design costs, and costs to contract with specialized professionals or consultants, including but not limited to wetlands scientists, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to perform the work. 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 Land Use/Land Disturbance Approval: Developer's and District 3's execution of this Agreement is a condition of subdivision, land use, or land disturbance approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. Conveyance of Developer's property described in Exhibit A from Developer to District 3 and recording of the Deed for the same upon District and County acceptance of the required improvements; and

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 Executive Director of the El Paso County Planning and Community Development Department and/or the Executive 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 Executive Director of the Planning and Community Development Department and/or the Executive Director of the El Paso County Department of Public Works.

10. Indemnification and Hold Harmless: Developer and District 3 agree, for themselves, their 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 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 Stormwater Facilities or wetlands, 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 District 3 pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law.

Developer and District 3 shall indemnify, defend and hold Owners harmless from and against any and all obligations, liabilities, claims, liens, demands, loss, damage, injury, suit, causes of action, costs and expenses (including, without limitation, attorneys' fees) whatsoever in any way relating to or arising out of either (i) any stormwater runoff or drainage from the Subject Property and Stormwater Facilities Area shown in Exhibit A that enters or crosses the Owners' property or other properties, or (ii) the activities or obligations of Developer, District 3, or their respective agents or representatives under this Agreement. At all times during any construction or maintenance activities within the Stormwater Facilities Area shown in Exhibit A Developer and District 3 shall maintain, or cause to be maintained, in full force and effect, a policy of comprehensive general liability insurance issued on a form and with an insurance company reasonably acceptable to Owner, and with such commercially reasonable coverage limits as Owners may from time to time require. Prior to any construction or maintenance activities, Developer and District 3 shall provide Owners with a certificate of insurance evidencing that Owners have been named as additional insureds under such policy. Such certificate shall provide that such policy shall not be cancelled or amended without thirty (30) days' prior written notice to Owners.

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 the County, the Developer, District 3, 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 Stormwater Facilities 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 District 3 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 District 3, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

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

15. Limitation on Developer’s Obligation and Liability: The obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat as described in the fourth paragraph (Paragraph D) of the Recitals set forth above is recorded and the Developer completes the construction of the Stormwater Facilities and wetlands in accordance with the Development Agreement referenced above and transfers all applicable maintenance and operation responsibilities to District 3. By execution of this agreement, District 3 agrees to accept all responsibilities and to perform all duties assigned to it, including those of the Developer, as specified herein.

[Remainder of page intentionally left blank]

OWNER:

Executed this 4th day of December, 2024, by:

CLASSIC SRJ LAND, LLC

By: [Signature]
Douglas Stimple, CEO of Manager

The foregoing instrument was acknowledged before me this 4th day of December, 2024, by Douglas Stimple, CEO of the Manager of CLASSIC SRJ LAND, LLC.

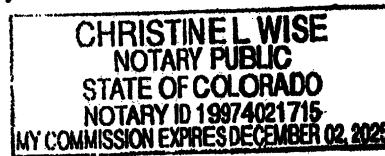
Witness my hand and official seal.

My commission expires: 12-02-2025

[Signature]
Notary Public

SR LAND, LLC

By: [Signature]
Name: JAMES F. MORLEY



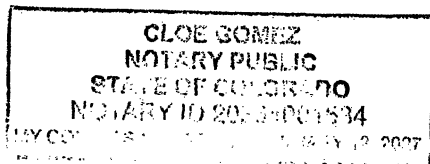
Its: MANAGER

The foregoing instrument was acknowledged before me this 5th day of December, 2024, by James P. Morley, manager of SR LAND, LLC.

Witness my hand and official seal.

My commission expires: January 12, 2027

[Signature]
Notary Public



DISTRICT 3

Executed this 5th day of December, 2024 by:

STERLING RANCH METROPOLITAN DISTRICT No. 3

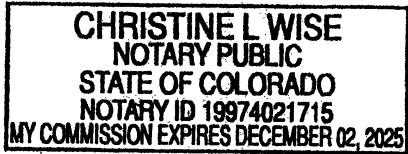
By: [Signature]
Douglas Stimple, President

Attest:
By: [Signature]
Loren J. Moreland, Secretary

The foregoing instrument was acknowledged before me this 5th day of December, 2024, by Douglas Stimple, President, and Loren J. Moreland, Secretary, Sterling Ranch Metropolitan District No. 3.

Witness my hand and official seal.

My commission expires: 12-02-2025



[Signature]
Notary Public

DEVELOPER

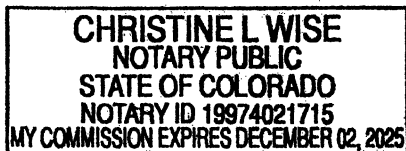
Executed this 5th day of December, 2024 by:

CLASSIC SRJ, LLC
By: [Signature]
Douglas Stimple, CEO of Manager

The foregoing instrument was acknowledged before me 5th day of December, 2024, by Douglas Stimple, as CEO of Manager of Classic SRJ, LLC.

Witness my hand and official seal.

My commission expires: 12-02-2025



[Signature]
Notary Public

Executed this 12 day of December, 2024, by:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: MS on behalf of
Meggan Herington, Executive Director
Planning and Community Development Department
Authorized Signatory pursuant to LDC

The foregoing instrument was acknowledged before me this 12th day of
December, 2024, by Meggan Herington, Executive Director, Planning and Community
Development Department.

Witness my hand and official seal.

My commission expires: 1/13/2026

Kelly M. Hills
Notary Public

Approved as to Content and Form:

Lori L Seago
Assistant County Attorney

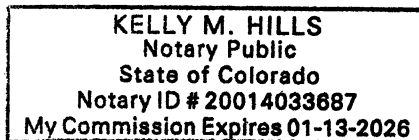


EXHIBIT A

Stormwater Facilities Area

(Owner's and District 3 properties)

Part of Tract B, Sterling Ranch Filing No. 3;

Part of Tract D1, Homestead at Sterling Ranch 2A and Sterling Ranch Filing No. 1A;

Tract C, Homestead North at Sterling Ranch Filing No. 3;

Part of Tract F, Homestead North at Sterling Ranch Filing No. 1;

Part of Tract I, Homestead North at Sterling Ranch Filing No. 2;

and other areas, all as shown in the following legal descriptions.



J.R. ENGINEERING

CHANNEL EASEMENT

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, THE SOUTHEAST QUARTER OF SECTION 28, AND THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" AND AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", SAID LINE BEARS N89°14'14"E.

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH P.M.;

THENCE N14°51'14"W A DISTANCE OF 4,859.83 FEET, TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING THIRTY-EIGHT (38) COURSES:

1. N13°09'32"E A DISTANCE OF 352.52 FEET;
2. N39°33'48"E A DISTANCE OF 127.36 FEET;
3. N24°46'24"E A DISTANCE OF 78.34 FEET;
4. N39°32'55"E A DISTANCE OF 134.35 FEET;
5. N26°11'26"E A DISTANCE OF 56.68 FEET, TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 6.00 FEET, A CENTRAL ANGLE OF 12°20'48" AND AN ARC LENGTH OF 1.29 FEET, TO A POINT OF TANGENT;
7. N13°50'40"E A DISTANCE OF 4.78 FEET, TO A POINT OF CURVE;
8. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 77°36'15" AND AN ARC LENGTH OF 487.60 FEET, TO A POINT OF REVERSE CURVE;
9. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 44°20'11" AND AN ARC LENGTH OF 162.50 FEET, TO A POINT TANGENT;
10. N47°06'44"E A DISTANCE OF 42.79 FEET, TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 61.00 FEET, A CENTRAL ANGLE OF 18°09'34" AND AN ARC LENGTH OF 19.33 FEET, TO A POINT OF TANGENT;

12. N85°16'17"E A DISTANCE OF 68.81 FEET, TO A POINT OF CURVE;
13. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 66°32'02" AND AN ARC LENGTH OF 45.29 FEET, TO A POINT OF TANGENT;
14. N01°15'45"W A DISTANCE OF 72.65 FEET, TO A POINT OF CURVE;
15. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 92.50 FEET, A CENTRAL ANGLE OF 49°17'46" AND AN ARC LENGTH OF 79.59 FEET, TO A POINT OF TANGENT;
16. N48°02'01"E A DISTANCE OF 109.77 FEET, TO A POINT OF CURVE;
17. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 10°21'41" AND AN ARC LENGTH OF 6.78 FEET, TO A POINT OF TANGENT;
18. N37°40'20"E A DISTANCE OF 20.53 FEET, TO A POINT OF CURVE;
19. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 62.50 FEET, A CENTRAL ANGLE OF 20°49'08" AND AN ARC LENGTH OF 22.71 FEET, TO A POINT OF TANGENT;
20. N58°29'29"E A DISTANCE OF 21.44 FEET, TO A POINT OF CURVE;
21. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 372.00 FEET, A CENTRAL ANGLE OF 28°48'24" AND AN ARC LENGTH OF 187.03 FEET, TO A POINT OF TANGENT;
22. N29°41'04"E A DISTANCE OF 273.67 FEET, TO A POINT OF CURVE;
23. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 808.00 FEET, A CENTRAL ANGLE OF 24°35'20" AND AN ARC LENGTH OF 346.76 FEET, TO A POINT OF COMPOUND CURVE;
24. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 35°58'11" AND AN ARC LENGTH OF 23.54 FEET, TO A POINT TANGENT;
25. N30°52'26"W A DISTANCE OF 86.69 FEET, TO A POINT OF CURVE;
26. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 112.50 FEET, A CENTRAL ANGLE OF 22°05'57" AND AN ARC LENGTH OF 43.39 FEET, TO A POINT OF TANGENT;
27. N08°46'30"W A DISTANCE OF 175.18 FEET, TO A POINT OF CURVE;
28. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 07°55'00" AND AN ARC LENGTH OF 16.58 FEET, TO A POINT OF TANGENT;
29. N00°51'29"W A DISTANCE OF 188.03 FEET, TO A POINT OF CURVE;
30. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 87.50 FEET, A CENTRAL ANGLE OF 17°51'03" AND AN ARC LENGTH OF 27.28 FEET, TO A POINT OF TANGENT;
31. N18°42'32"W A DISTANCE OF 80.54 FEET, TO A POINT OF CURVE;
32. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 112.50 FEET, A CENTRAL ANGLE OF 44°32'40" AND AN ARC LENGTH OF 87.46 FEET, TO A POINT OF TANGENT;

33. N25°50'08"E A DISTANCE OF 88.95 FEET, TO A POINT OF CURVE;

34. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 85°51'02" AND AN ARC LENGTH OF 112.38 FEET, TO A POINT OF REVERSE CURVE;

35. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 81°10'38" AND AN ARC LENGTH OF 36.60 FEET, TO A POINT OF TANGENT;

36. N31°09'44"E A DISTANCE OF 11.45 FEET;

37. N01°04'03"W A DISTANCE OF 143.40 FEET;

38. N72°18'10"W A DISTANCE OF 70.68 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M.;

THENCE ON SAID NORTH LINE, N89°08'31"E A DISTANCE OF 207.97 FEET, TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28;

THENCE ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, S00°53'15"E A DISTANCE OF 1,316.84 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M.;

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, N87°34'53"E A DISTANCE OF 79.60 FEET;

THENCE DEPARTING SAID NORTH LINE, THE FOLLOWING TWENTY-SIX (26) COURSES:

1. S04°00'08"W A DISTANCE OF 38.86 FEET;

2. S23°30'33"W A DISTANCE OF 96.02 FEET;

3. S17°58'09"W A DISTANCE OF 105.84 FEET;

4. S07°20'33"W A DISTANCE OF 248.45 FEET;

5. S27°44'47"W A DISTANCE OF 82.16 FEET;

6. S51°16'10"W A DISTANCE OF 361.44 FEET;

7. S29°35'35"W A DISTANCE OF 198.68 FEET;

8. S56°08'51"W A DISTANCE OF 68.55 FEET;

9. S51°10'06"W A DISTANCE OF 86.23 FEET;

10. S82°29'37"W A DISTANCE OF 85.63 FEET;

11. N82°52'49"W A DISTANCE OF 82.74 FEET;

12. N63°10'02"W A DISTANCE OF 59.72 FEET, TO A POINT OF NON-TANGENT CURVE;

13. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S52°33'19"W, HAVING A RADIUS OF 43.53 FEET, A CENTRAL ANGLE OF 66°07'59" AND AN ARC LENGTH OF 50.25 FEET, TO A POINT OF REVERSE CURVE;
14. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 208.41 FEET, A CENTRAL ANGLE OF 21°27'48" AND AN ARC LENGTH OF 78.07 FEET, TO A POINT REVERSE CURVE;
15. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 85.46 FEET, A CENTRAL ANGLE OF 85°24'40" AND AN ARC LENGTH OF 127.38 FEET, TO A POINT TANGENT;
16. S12°28'27"W A DISTANCE OF 90.70 FEET;
17. S67°04'53"W A DISTANCE OF 91.55 FEET;
18. S01°04'54"W A DISTANCE OF 49.42 FEET;
19. S27°12'58"W A DISTANCE OF 75.48 FEET;
20. S12°38'34"W A DISTANCE OF 55.41 FEET;
21. S19°42'21"W A DISTANCE OF 185.58 FEET;
22. S32°15'45"W A DISTANCE OF 71.66 FEET;
23. S41°47'19"W A DISTANCE OF 88.37 FEET;
24. S14°57'52"W A DISTANCE OF 155.38 FEET;
25. S03°04'57"E A DISTANCE OF 108.15 FEET;
26. N78°58'19"W A DISTANCE OF 158.05 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 591,216 SQUARE FEET OR 13.5725 ACRES.

PROPERTY DESCRIPTION STATEMENT

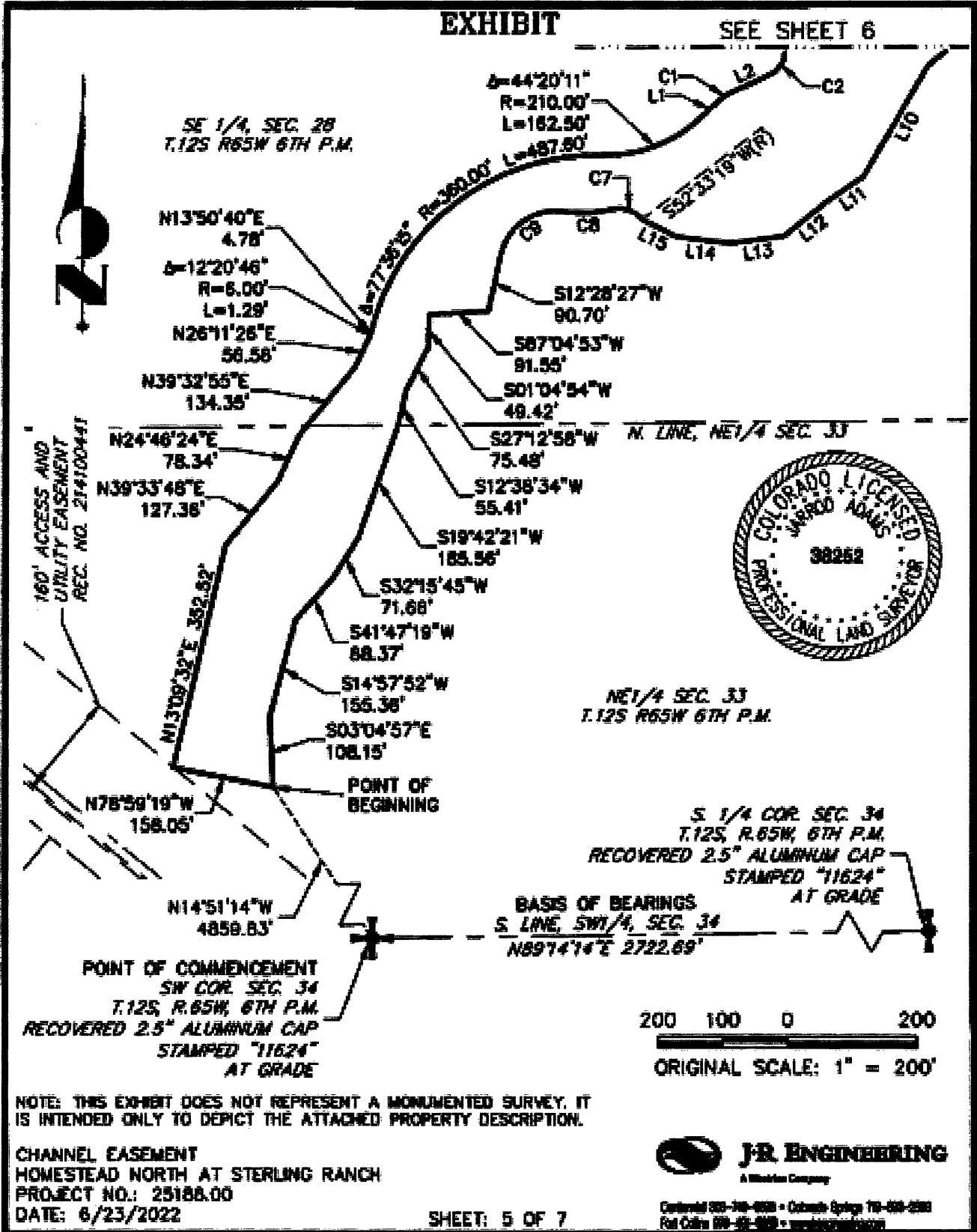
I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
 COLORADO NO. 38252
 FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT

SEE SHEET 6



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

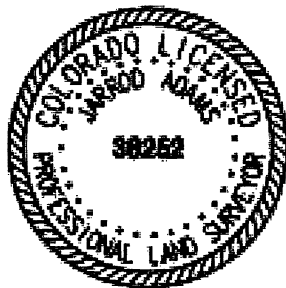
CHANNEL EASEMENT
HOMESTEAD NORTH AT STERLING RANCH
PROJECT NO.: 25188.00
DATE: 6/23/2022

SHEET: 5 OF 7

J-R ENGINEERING
 A Wharton Company

Central 303-769-8558 • Colorado Springs 719-499-2500
 Fort Collins 970-221-2500 • www.jr-engineering.com

**EXHIBIT
SEE SHEET 7**



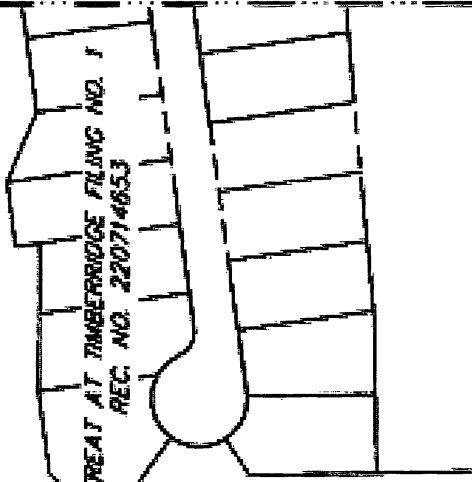
$\Delta=17^{\circ}51'03''$
 $R=87.50'$
 $L=27.26'$
 $N00^{\circ}51'29''W$
 $199.03'$
 $\Delta=7^{\circ}58'00''$
 $R=120.00'$
 $L=16.58'$
 $N08^{\circ}48'30''W$
 $175.18'$
 $\Delta=22^{\circ}05'57''$
 $R=112.50'$
 $L=43.39'$
 $N30^{\circ}52'26''W$
 $86.69'$
 $\Delta=35^{\circ}58'11''$
 $R=37.50'$
 $L=23.54'$
 $\Delta=24^{\circ}35'20''$
 $R=808.00'$
 $L=346.78'$

SE 1/4, SEC. 28
T.12S R65W 6TH P.M.

$N29^{\circ}41'04''E$
273.67'

E. LINE, SE 1/4, SEC. 28
S00^{\circ}53'15''E 1316.84'

TRACT C



$N87^{\circ}34'53''E$
73.60'

NW 1/4, SW 1/4, SEC. 27
T.12S R65W 6TH P.M.

$S04^{\circ}00'08''W$
38.89'

N. LINE, SW 1/4,
SW 1/4, SEC. 27

$S23^{\circ}30'33''W$
96.02'

$S17^{\circ}58'09''W$
105.84'

$S07^{\circ}20'33''W$
248.45'

SW 1/4, SW 1/4, SEC. 27
T.12S R65W 6TH P.M.

$S27^{\circ}44'47''W$
82.16'

$S51^{\circ}16'10''W$
361.44'

L6
C5
L5
C4
L4
C3



200 100 0 200

ORIGINAL SCALE: 1" = 200'

SEE SHEET 5

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

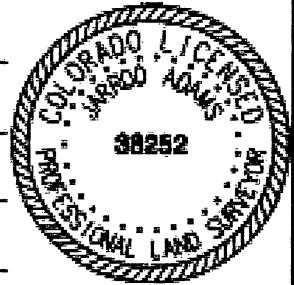
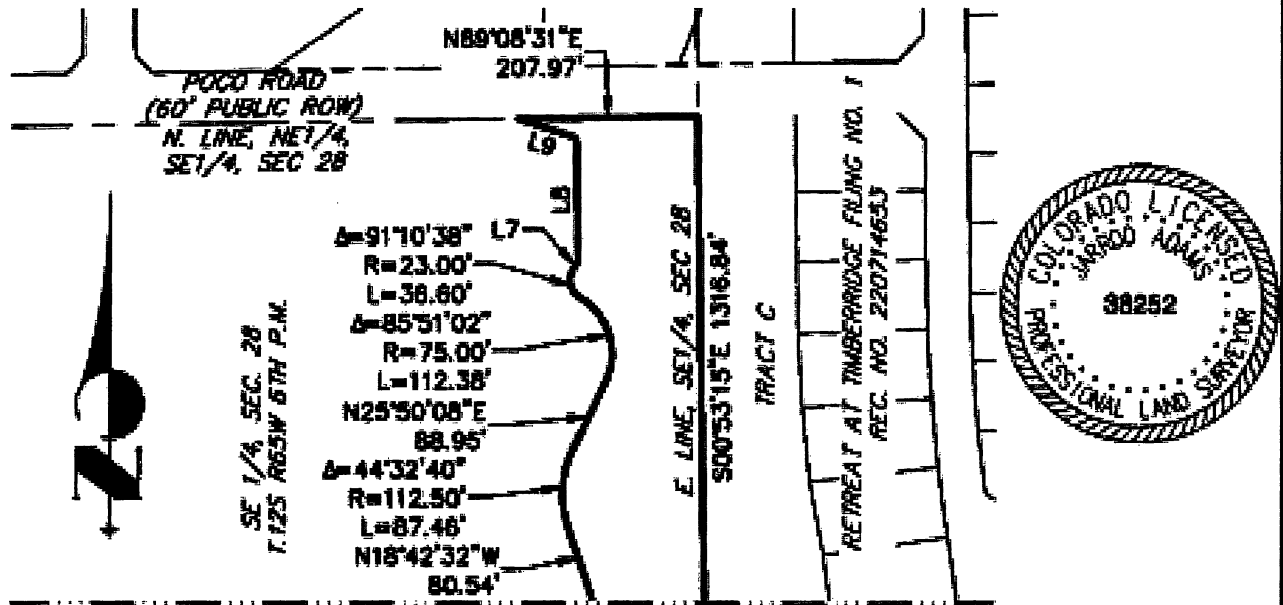
CHANNEL EASEMENT
HOMESTEAD NORTH AT STERLING RANCH
 PROJECT NO.: 25188.00
 DATE: 6/23/2022

SHEET: 6 OF 7



Central 303-746-8888 • Colorado Springs 719-593-2593
 Fort Collins 970-223-9228 • www.jrengineering.com

EXHIBIT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N47°06'44"E	42.79'
L2	N65°16'17"E	68.61'
L3	N01°15'45"W	72.65'
L4	N48°02'01"E	109.77'
L5	N37°40'20"E	20.53'

LINE TABLE		
LINE	BEARING	DISTANCE
L6	N58°29'29"E	21.44'
L7	N31°09'44"E	11.48'
L8	N01°04'03"W	143.40'
L9	N72°19'10"W	70.69'
L10	S29°35'35"W	198.68'

LINE TABLE		
LINE	BEARING	DISTANCE
L11	S56°06'51"W	68.55'
L12	S51°10'06"W	86.23'
L13	S82°29'37"W	85.63'
L14	N82°52'49"W	82.74'
L15	N63°10'02"W	59.72'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	18°09'34"	61.00'	19.33'
C2	66°32'02"	39.00'	45.29'
C3	49°17'46"	92.50'	79.59'
C4	10°21'41"	37.50'	6.78'
C5	20°49'08"	62.50'	22.71'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C6	28°48'24"	372.00'	187.03'
C7	66°07'59"	43.53'	50.25'
C8	21°27'48"	208.41'	78.07'
C9	85°24'40"	85.46'	127.39'



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

ORIGINAL SCALE: 1" = 200'

CHANNEL EASEMENT
HOMESTEAD NORTH AT STERLING RANCH
PROJECT NO.: 25188.00
DATE: 6/23/2022



Colorado 303-798-9228 • Colorado Springs 719-583-2222
Fort Collins 970-482-9228 • www.jrengineering.com

SHEET: 7 OF 7



JOB NO. 1183-22-07
JULY 7, 2022
PAGE 1 OF 6

679 N. Cascade Avenue, Suite 300 (719) 285-0790
Colorado Springs, Colorado 80903 (719) 285-0199 (Fax)

LEGAL DESCRIPTION: STERLING RANCH EAST DRAINAGE EASEMENT

THREE (3) PARCELS OF LAND BEING A PORTION OF SECTIONS 27, 28, 33 AND 34, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10378, 2008" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10378, 2005", IS ASSUMED TO BEAR N88°08'28"E, A DISTANCE OF 1356.68 FEET.

PARCEL 1

COMMENCING AT THE CENTER-EAST ONE-SIXTEENTH CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, SAID POINT BEING THE SOUTHWESTERLY CORNER OF RETREAT AT TIMBERIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S12°01'42"W, A DISTANCE OF 7255.05 FEET TO THE POINT OF BEGINNING;

THENCE N76°19'20"E, A DISTANCE OF 79.89 FEET;

THENCE S13°40'40"E, A DISTANCE OF 475.82 FEET;

THENCE S51°50'20"E, A DISTANCE OF 126.52 FEET;

THENCE S31°00'00"W, A DISTANCE OF 351.65 FEET TO THE SOUTH LINE OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE S88°04'30"W, ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 416.25 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL A AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 214100907;

THENCE ON THE EASTERLY BOUNDARY OF SAID PARCEL A AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 214100907 THE FOLLOWING SEVEN (7) COURSES;

1. N36°56'43"E, A DISTANCE OF 113.88 FEET;
2. N76°47'17"E, A DISTANCE OF 182.32 FEET;
3. N54°46'26"E, A DISTANCE OF 189.63 FEET;
4. N30°01'21"W, A DISTANCE OF 151.07 FEET;
5. N06°59'19"W, A DISTANCE OF 253.00 FEET;
6. N17°59'13"E, A DISTANCE OF 155.80 FEET;
7. N40°32'14"W, A DISTANCE OF 73.04 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 3.460 ACRES.

PARCEL 2

COMMENCING AT THE CENTER-EAST ONE-SIXTEENTH CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, SAID POINT BEING THE SOUTHWESTERLY CORNER OF RETREAT AT TIMBERIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S00°12'09"E, A DISTANCE OF 3482.74 FEET TO THE NORTHEASTERLY CORNER OF TRACT D AS PLATTED IN STERLING RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 218714151 SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°26'12"E, A DISTANCE OF 323.26 FEET;

THENCE S62°00'00"W, A DISTANCE OF 185.50 FEET;

THENCE S36°00'00"W, A DISTANCE OF 193.10 FEET;

THENCE S10°00'00"W, A DISTANCE OF 220.86 FEET;

THENCE S30°00'00"W, A DISTANCE OF 132.91 FEET;

THENCE S98°00'00"W, A DISTANCE OF 188.27 FEET;

THENCE S78°00'00"W, A DISTANCE OF 159.90 FEET;
THENCE S65°00'00"W, A DISTANCE OF 408.58 FEET;
THENCE S55°00'00"W, A DISTANCE OF 188.76 FEET;
THENCE S45°00'00"W, A DISTANCE OF 188.12 FEET;
THENCE S65°00'00"W, A DISTANCE OF 83.80 FEET;
THENCE S80°00'00"W, A DISTANCE OF 107.71 FEET;
THENCE S15°00'00"W, A DISTANCE OF 118.14 FEET;
THENCE S08°00'00"E, A DISTANCE OF 73.64 FEET;
THENCE S31°00'00"E, A DISTANCE OF 313.48 FEET;
THENCE S20°00'00"E, A DISTANCE OF 147.64 FEET;
THENCE S08°00'00"E, A DISTANCE OF 148.18 FEET;
THENCE S10°00'00"W, A DISTANCE OF 238.00 FEET;
THENCE S40°00'00"W, A DISTANCE OF 220.56 FEET;
THENCE S00°00'25"W, A DISTANCE OF 138.58 FEET;
THENCE S33°00'00"E, A DISTANCE OF 357.10 FEET;
THENCE S87°00'00"W, A DISTANCE OF 318.11 FEET;
THENCE S00°00'00"E, A DISTANCE OF 359.20 FEET;
THENCE S75°19'20"W, A DISTANCE OF 378.40 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT D;

THENCE ON THE EASTERLY BOUNDARY OF SAID TRACT D THE FOLLOWING TWENTY-SIX (26) COURSES:

1. N75°13'42"W, A DISTANCE OF 278.31 FEET;
2. N17°53'47"W, A DISTANCE OF 105.91 FEET;
3. N45°52'24"E, A DISTANCE OF 128.28 FEET;
4. N15°27'56"W, A DISTANCE OF 241.77 FEET;
5. N00°53'19"W, A DISTANCE OF 131.83 FEET;
6. N35°47'33"E, A DISTANCE OF 139.81 FEET;
7. N45°04'45"E, A DISTANCE OF 252.38 FEET;
8. N50°18'33"E, A DISTANCE OF 168.84 FEET;
9. N85°39'18"E, A DISTANCE OF 252.42 FEET;
10. N02°44'27"E, A DISTANCE OF 452.48 FEET;
11. N25°08'12"W, A DISTANCE OF 393.42 FEET;
12. N04°22'24"W, A DISTANCE OF 298.89 FEET;
13. N13°28'58"E, A DISTANCE OF 371.46 FEET;
14. S88°53'18"E, A DISTANCE OF 58.14 FEET;
15. S19°30'33"E, A DISTANCE OF 163.51 FEET;
16. S50°40'25"E, A DISTANCE OF 72.52 FEET;
17. N50°58'40"E, A DISTANCE OF 94.24 FEET;
18. N40°27'16"E, A DISTANCE OF 130.80 FEET;
19. N65°02'48"E, A DISTANCE OF 632.56 FEET;
20. N87°30'37"E, A DISTANCE OF 117.08 FEET;
21. N59°31'52"E, A DISTANCE OF 178.71 FEET;
22. N00°14'13"E, A DISTANCE OF 243.48 FEET;
23. N31°50'18"E, A DISTANCE OF 229.19 FEET;
24. N42°37'17"E, A DISTANCE OF 138.87 FEET;
25. N14°40'14"W, A DISTANCE OF 112.28 FEET;
26. N39°33'48"E, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 28.957 ACRES.

PARCEL 3

COMMENCING AT THE CENTER-EAST ONE-SIXTEENTH CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, SAID POINT BEING THE SOUTHWESTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE ON THE SOUTHERLY, WESTERLY AND SOUTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 THE FOLLOWING THREE (3) COURSES:

1. N89°08'26"E, A DISTANCE OF 1328.98 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 28;
2. S00°53'18"E, A DISTANCE OF 1318.78 FEET;
3. N87°35'06"E, A DISTANCE OF 73.64 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N87°35'00"E, ON THE SOUTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1, A DISTANCE OF 81.81 FEET;
THENCE S02°25'00"E, A DISTANCE OF 408.44 FEET;
THENCE S15°02'00"W, A DISTANCE OF 128.58 FEET;

THENCE S51°25'27"W, A DISTANCE OF 147.11 FEET;
THENCE S47°55'25"W, A DISTANCE OF 147.11 FEET;
THENCE S43°01'44"W, A DISTANCE OF 147.11 FEET;
THENCE S38°33'48"W, A DISTANCE OF 282.90 FEET;
THENCE S34°39'51"W, A DISTANCE OF 70.28 FEET;
THENCE S47°41'38"W, A DISTANCE OF 70.71 FEET;
THENCE S43°38'50"W, A DISTANCE OF 70.18 FEET;
THENCE N60°28'12"W, A DISTANCE OF 40.00 FEET;
THENCE S71°58'24"W, A DISTANCE OF 208.84 FEET;
THENCE S38°33'48"W, A DISTANCE OF 88.87 FEET;
THENCE S18°00'00"W, A DISTANCE OF 171.46 FEET;
THENCE S50°28'12"E, A DISTANCE OF 40.00 FEET;
THENCE S38°33'48"W, A DISTANCE OF 721.88 FEET;
THENCE N50°28'12"W, A DISTANCE OF 75.41 FEET;
THENCE N03°04'57"W, A DISTANCE OF 230.22 FEET;
THENCE N14°13'52"E, A DISTANCE OF 155.36 FEET;
THENCE N41°47'19"E, A DISTANCE OF 88.37 FEET;
THENCE N32°15'45"E, A DISTANCE OF 71.88 FEET;
THENCE N18°42'21"E, A DISTANCE OF 185.56 FEET;
THENCE N12°38'34"E, A DISTANCE OF 55.41 FEET;
THENCE N27°12'58"E, A DISTANCE OF 75.48 FEET;
THENCE N01°04'54"E, A DISTANCE OF 48.42 FEET;
THENCE N87°04'53"E, A DISTANCE OF 91.55 FEET;
THENCE N12°28'27"E, A DISTANCE OF 90.70 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 85°24'40", A RADIUS OF 85.48 FEET AND A DISTANCE OF 127.38 FEET TO A POINT OF REVERSE CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 21°27'48", A RADIUS OF 208.41 FEET AND A DISTANCE OF 78.07 FEET TO A POINT OF REVERSE CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 66°07'50", A RADIUS OF 43.53 FEET AND A DISTANCE OF 50.24 FEET TO A POINT ON CURVE;
THENCE S63°10'02"E, A DISTANCE OF 59.72 FEET;
THENCE S82°52'48"E, A DISTANCE OF 82.74 FEET;
THENCE N62°28'57"E, A DISTANCE OF 85.83 FEET;
THENCE N61°10'06"E, A DISTANCE OF 88.23 FEET;
THENCE N68°08'51"E, A DISTANCE OF 88.55 FEET;
THENCE N29°38'38"E, A DISTANCE OF 198.85 FEET;
THENCE N51°18'10"E, A DISTANCE OF 381.44 FEET;
THENCE N27°44'47"E, A DISTANCE OF 82.16 FEET;
THENCE N07°20'33"E, A DISTANCE OF 248.46 FEET;
THENCE N17°58'09"E, A DISTANCE OF 105.84 FEET;
THENCE N23°30'33"E, A DISTANCE OF 98.02 FEET;
THENCE N04°00'08"E, A DISTANCE OF 38.97 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 11.878 ACRES.

CONTAINING A TOTAL CALCULATED AREA OF 44.443 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 AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF ARE CORRECT.



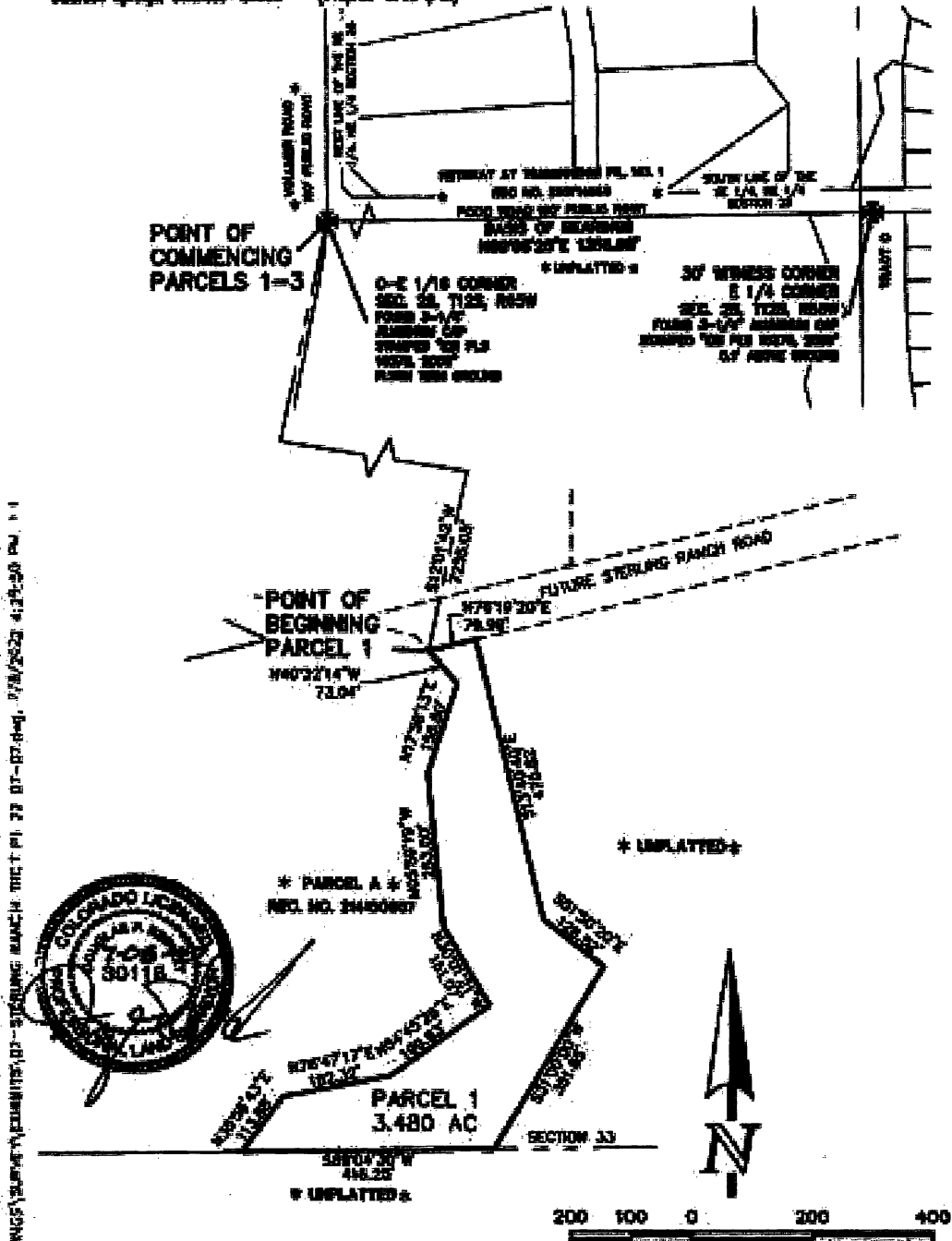
DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS, LLC

July 08, 2022
DATE



578 North Cascade Avenue, Suite 208
 Colorado Springs, Colorado 80903
 (719)785-0790
 (719)785-0799 (Fax)

STERLING RANCH TRACTS
 PARCEL 1
 JOB NO. 1183.22-07
 JULY 7, 2022
 SHEET 4 OF 6



W:\1183.22\1183.22-07\1183.22-07.dwg, 7/7/2022 4:12:30 PM, 1:1

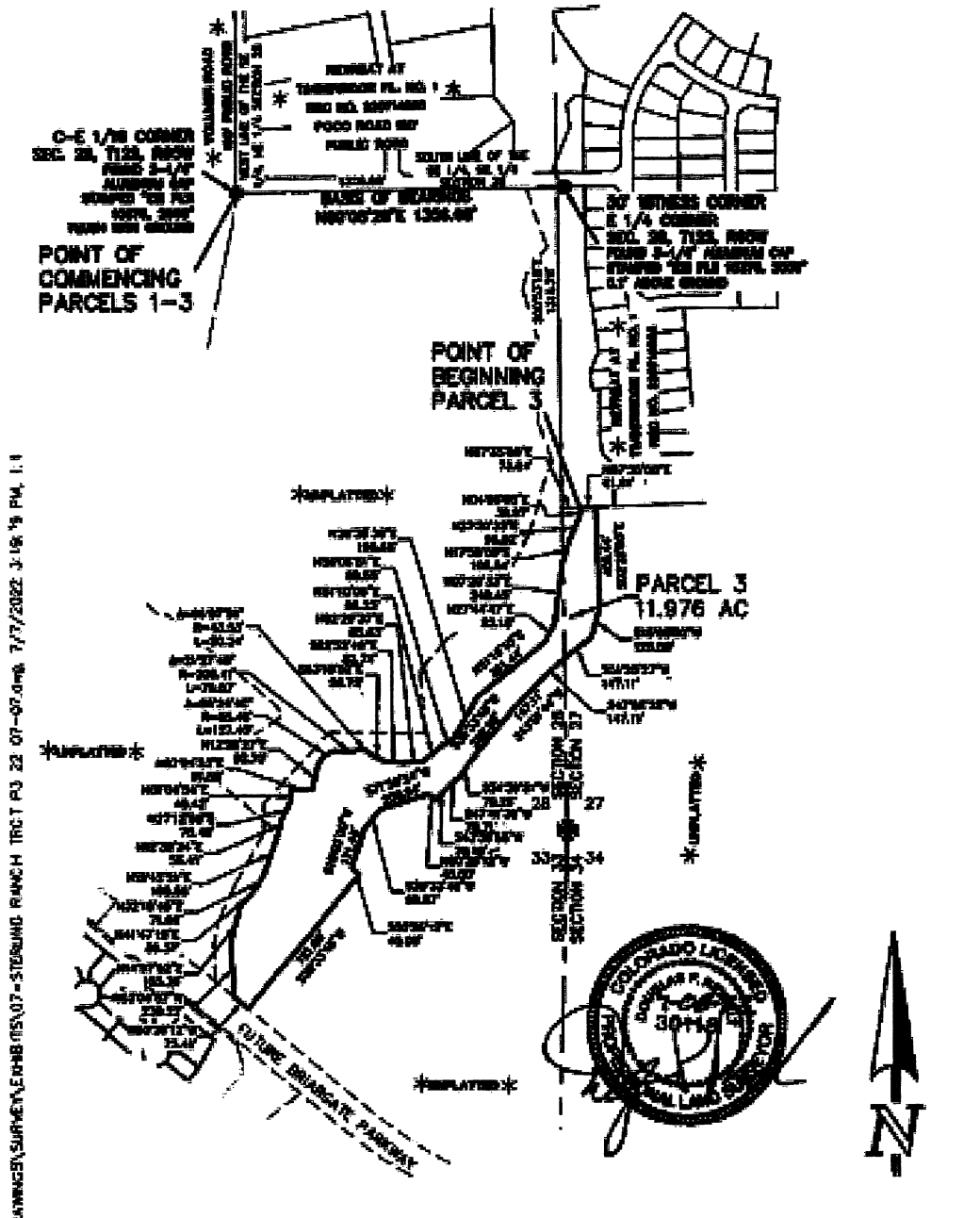
CLASSIC CONSULTING, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.

SCALE: 1" = 200'
 U.S. SURVEY FEET



619 North Cascade Avenue, Suite 200 (719)705-0799
 Colorado Springs, Colorado 80903 (719)705-0799 (Fax)

STERLING RANCH TRACTS
 PARCEL 3
 JOB NO. 1183.22-07
 JULY 7, 2022
 SHEET 6 OF 8



C:\Users\j\Documents\DRAWINGS\SURVEY\1183\07-STERLING RANCH TRACT P3 22 07-07.dwg, 7/7/2022 3:06:18 PM, 1:1

CCES, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.

500 250 0 500 1000
 SCALE: 1" = 500'
 U.S. SURVEY FEET

EXHIBIT B
Sterling Ranch East Filing No. 1



619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903

JOB NO. 1183.30-01R2
AUGUST 9, 2022
REV. AUGUST 26, 2022
REV. FEB. 27, 2023
PAGE 1 OF 3

LEGAL DESCRIPTION: STERLING RANCH EAST FILING NO. 1

A PARCEL OF LAND BEING A PORTION OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR N89°08'28"E, A DISTANCE OF 1356.68 FEET.

COMMENCING AT THE CENTER-EAST ONE-SIXTEENTH CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, SAID POINT BEING THE SOUTHWESTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S02°29'39"E, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BRIARGATE PARKWAY AS PLATTED IN HOMESTEAD NORTH AT STERLING RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. _____, RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 3615.96 FEET SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BRIARGATE PARKWAY AND THE WESTERLY RIGHT OF WAY LINE OF STERLING RANCH ROAD AS PLATTED IN SAID HOMESTEAD NORTH AT STERLING RANCH FILING NO. 1 THE FOLLOWING ELEVEN (11) COURSES:

1. S50°26'12"E, A DISTANCE OF 400.79 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 26°05'19", A RADIUS OF 2,065.00 FEET, AND A DISTANCE OF 940.26 FEET TO A POINT OF TANGENT;
3. S76°31'31"E, A DISTANCE OF 232.57 FEET;
4. S31°31'31"E, A DISTANCE OF 49.50 FEET;
5. S13°28'29"W, A DISTANCE OF 1,168.84 FEET TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 62°50'51", A RADIUS OF 1,460.00 FEET, AND A DISTANCE OF 1,601.47 FEET TO A POINT OF TANGENT;
7. S76°19'20"W, A DISTANCE OF 1,779.02 FEET;
8. N13°40'40"W, A DISTANCE OF 44.22 FEET;
9. N58°40'40"W, A DISTANCE OF 19.87 FEET;
10. S70°06'35"W, A DISTANCE OF 170.61 FEET;
11. S01°19'20"W, A DISTANCE OF 7.43 FEET TO A POINT ON THE EASTERLY BOUNDARY OF TRACT D AS PLATTED IN STERLING RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 218714161;

THENCE ON THE EASTERLY BOUNDARY OF SAID TRACT D THE FOLLOWING TWENTY-FIVE (25) COURSES:

1. N76°13'42"W, A DISTANCE OF 207.54 FEET;
2. N17°53'47"W, A DISTANCE OF 105.91 FEET;
3. N46°52'24"E, A DISTANCE OF 128.28 FEET;
4. N15°27'56"W, A DISTANCE OF 241.77 FEET;
5. N00°53'19"W, A DISTANCE OF 131.63 FEET;
6. N35°47'33"E, A DISTANCE OF 139.61 FEET;
7. N46°04'45"E, A DISTANCE OF 252.38 FEET;
8. N60°18'33"E, A DISTANCE OF 166.84 FEET;

9. N65°39'18"E, A DISTANCE OF 252.42 FEET;
10. N02°44'27"E, A DISTANCE OF 452.46 FEET;
11. N26°06'12"W, A DISTANCE OF 393.42 FEET;
12. N04°22'24"W, A DISTANCE OF 296.69 FEET;
13. N13°28'59"E, A DISTANCE OF 371.46 FEET;
14. S88°53'18"E, A DISTANCE OF 56.14 FEET;
15. S19°39'33"E, A DISTANCE OF 163.51 FEET;
16. S50°40'25"E, A DISTANCE OF 72.52 FEET;
17. N50°58'40"E, A DISTANCE OF 94.24 FEET;
18. N40°27'16"E, A DISTANCE OF 150.60 FEET;
19. N65°02'48"E, A DISTANCE OF 632.56 FEET;
20. N87°30'37"E, A DISTANCE OF 117.08 FEET;
21. N59°31'52"E, A DISTANCE OF 178.71 FEET;
22. N00°14'13"E, A DISTANCE OF 243.48 FEET;
23. N31°50'18"E, A DISTANCE OF 229.19 FEET;
24. N42°37'17"E, A DISTANCE OF 138.57 FEET;
25. N14°40'14"W, A DISTANCE OF 12.64 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BRIARGATE PARKWAY;

THENCE ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BRIARGATE PARKWAY THE FOLLOWING TWO (2) COURSES:

1. S79°16'20"E, A DISTANCE OF 122.46 FEET;
2. N39°33'48"E, A DISTANCE OF 14.16 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 161.524 ACRES (7,035,999 SQUARE FEET).

LEGAL DESCRIPTION STATEMENT:

I, ROBERT L. MEADOWS, JR., A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.



ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 34977
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS, LLC

2-27-23

DATE

EXHIBIT C
County-Maintained Stormwater Facilities

Item Description	Comment
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Sloping Boulder Drop Structures:

South Reach 1: Two; GSB #1 at Plan station 3+86 and GSB #2 at Plan station 8+35

Middle Reach 2: Three; GSB #3 at Plan station 41+61, GSB #4 at Plan station 50+22 and GSB #5 at Plan station 53+76

North Reach 3: Four; Briargate Bridge GSB B* at Plan station 60+75, Briargate Bridge GSB A* at Plan station 61+70, GSB #7 at Plan station 75+34 and GSB #8 at Plan station 78+42

North Reach 4: None

* - in accordance with details in the Briargate Bridge Construction Plans dated July 14, 2022 and approved August 9, 2022.

Check Structures (Sheet Piles separate from GSBs):

South Reach 1: Two; SPC#1 at Plan station -2+91 and SPC#2 at Plan station -2+38

Middle Reach 2: Five; SPC #3 at Plan station 25+01, SPC #4 at Plan station 32+98, SPC #5 at Plan station 38+47, SPC #6 at Plan station 48+55, and Briargate Bridge* at Plan station 57+16

North Reach 3: Two; Briargate Bridge* at Plan station 62+10 and SPC #7 at Plan station 82+21

North Reach 4: None (County maintains two existing check structures constructed by Retreat at TimberRidge.)

Bank Stabilization Areas:

North Reach 4: West bank from Sta. 32+53 to 36+06 (east of David Rudabaugh Drive)
(County also maintains existing bank stabilization constructed by Retreat at TimberRidge.)

Bridges: at Sterling Ranch Road and Briargate Parkway

Maintenance Access / Trails: Aesthetic/debris by District. Trail/County maintenance access section by EPC.

(stations are approximate)

**EXHIBIT D
District Stormwater Facilities**

(All items not listed as “County-Maintained Stormwater Facilities,” including but not limited to the following, for clarification purposes only)

Item Description	Comment
Sloping Boulder Drop Structures	Only GSB #6, as shown on the Sand Creek Restoration Construction Plans
Existing Ponds	All
Trash/Debris Clean-up	All areas, including areas of EPC ownership
Wetlands	All, in perpetuity, including any in EPC ownership
Weed Management Mowing	All areas, including any in EPC ownership
Trickle Channels	All, including all riffle drops
Check Structures (Sheet Piles)	None
Structures	All related to water rights ponds
Channel Linings/Lifts	All, as depicted on the Sand Creek Restoration Construction Plans
Maintenance Access / Trails	Aesthetic/debris by District. Trail/maintenance access section by EPC. See Conc. Section. See District Sections (non-EPC access). Add east access at Timber Ridge/SRE.
Southerly Off-site Damage	District maintenance if erosion/failure
Fencing	All
Retaining Walls	All

+Wetlands – Developer/District required through USACOE monitoring multi-year period. Channel design dependent upon stability of wetlands in perpetuity.

EXHIBIT E Wetlands Maintenance Area



WETLANDS EXHIBIT
SAND CREEK RESTORATION
PROJECT NO: 25188.04
DATE: 11/29/2021

EXHIBIT E Wetlands Maintenance Area



WETLANDS EXHIBIT
SAND CREEK RESTORATION
PROJECT NO: 25188.04
DATE: 11/29/2021

EXHIBIT E
Wetlands Maintenance Area



WETLANDS EXHIBIT
SAND CREEK RESTORATION
PROJECT NO: 25188.04
DATE: 11/29/2021

EXHIBIT E
Wetlands Maintenance Area



WETLANDS EXHIBIT
SAND CREEK RESTORATION
PROJECT NO: 25188.04
DATE: 11/29/2021

EXHIBIT F

Open Drainage Channel Inspections, Operations and Maintenance (O&M)

Routine maintenance of the open drainage channel system consists of litter and debris pickup, vegetation management, erosion control, and sediment removal when necessary. Removal of excessive shrubs and trees is required to ensure that the channel will flow in conformance with the original design. Mowing and vegetation management shall be performed with care to ensure that soils remain stable and not to cause erosion. Noxious weed management shall be performed as necessary and as required under project approval conditions. All dead trees and trees growing in the flowline of a structure such as a bridge or culvert shall be removed.

Removal of sediment shall be performed with the use of equipment such as a skid steer, backhoe, and front-end loader. The removed materials shall be hauled to an acceptable landfill site unless otherwise legally permitted to be utilized elsewhere. Materials are not to be stored onsite. Equipment shall utilize the designated access roads and shall not be used in a manner to cause damage to adjacent vegetated and stable areas to the extent possible. If drainage channels contain wetlands many activities, including maintenance, may be subject to regulation and permitting.

Erosion control and restoration work such as side slope reconstruction, revegetation, riprap installation, and other stabilization methods will require the use of heavy equipment.

Maintaining altered watercourses is a minimum requirement of the National Flood Insurance Program (NFIP). In fact, failure to maintain such watercourses may result in a revision to the community's Flood Insurance Rate Map (FIRM). If a stream is altered after the community's FIRM is published, the NFIP requires the community to ensure that the channel's carrying capacity is not adversely altered. This is required in 44 CFR 60.3(b)(7) of the Federal Emergency Management Agency's (FEMA's) NFIP regulations.

Table 1 – General Channel Maintenance Guidelines

Activity	Maintenance Action	Frequency of Action
Mowing, vegetation management, and lawn care	Occasional mowing to limit unwanted vegetation. Maintain irrigated turf grass as 2 to 4 inches tall and non-irrigated native grasses at 4 to 6 inches tall, except in wetland areas.	Routine – depending on aesthetic requirements.
Debris and litter removal	Remove debris and litter from the entire channel to improve flow characteristics and aesthetics. Dispose of as appropriate.	Routine – including annual, pre-storm season (April and May) and following significant rainfall events.
Erosion and sediment control	Repair and revegetate eroded areas in the channel.	Non-routine –as necessary based on inspection.
Structural	Repair inflow structures, low flow channel linings, and energy dissipation structures as needed.	Non-routine – repair as needed based on regular inspections.
Inspections	Inspect channel to ensure continued function as initially intended. Check for erosion, slumping, excessive sedimentation, overgrowth, embankment and inflow integrity, and damage to any structural elements. Report any illicit discharge immediately.	Routine – annual inspection of hydraulic and structural facilities. Also check for obvious problems during routine maintenance visits.
Nuisance control	Address odor, insects, and other issues associated with stagnant or standing water.	Non-routine –as necessary per inspection or complaint.
Sediment removal	Remove accumulated sediment from the channel bottom.	Non-routine –as necessary per inspection.

Routine Maintenance Activities

The majority of this work consists of scheduled mowing, litter and debris pickups for the drainage channel during the growing season. It also includes activities such as weed control. These activities normally will be performed numerous times during the year. These items typically do not require any prior correspondence with EPC, however, completed inspection and maintenance forms shall be retained and submitted to EPC for each inspection and maintenance upon request. The Routine Maintenance Activities are summarized below, and further described in the following sections.

Table 2 – Summary of Routine Maintenance Activities

Activity	Maintenance Action	Look for:	Minimum Frequency
Mowing	2"-4" irrigated grass height; 4-6" natural grass height	Excessive grass height/aesthetics	Routine – twice annually
Litter / Debris Removal	Remove and dispose of litter and debris	Litter / debris in drainage channel	Routine – twice annually
Woody growth control / weed removal	Treat w/herbicide or hand pull	Noxious weeds, undesirable vegetation	Routine – minimum twice annually

Properly dispose of litter and debris materials at an approved landfill or recycling facility. It should be noted that major debris removal may require other regulatory permits prior to completing the work.

Noxious weeds and other unwanted vegetation must be treated as needed throughout the drainage channel. This activity can be performed either through mechanical means (mowing/pulling) or with herbicide. Consultation with the County Environmental Division is recommended prior to the use of herbicide. Herbicides should be utilized sparingly and as a last resort. All herbicide applications should be in accordance with the manufacturer's recommendations.

Minor Maintenance Activities

This work consists of a variety of isolated or small-scale maintenance/operational problems. Most of this work can be completed by a small crew, hand tools, and small equipment. These items may require prior approval from EPC depending on the scope of work. Completed inspection and maintenance forms shall be retained for each inspection and maintenance period. In the event that the drainage channel needs to be dewatered, care should be given to ensure sediment, filter material and other pollutants are not discharged. The appropriate permits shall be obtained prior to any dewatering activity.

Table 3 – Summary of Minor Maintenance Activities

Activity	Maintenance Action	Look for:	Minimum Frequency
Sediment/Pollutant Removal	Remove and dispose of accumulated sediment from the channel bottom.	Minor sediment and pollution build-up in channel bottom; potential decrease in channel flow rate	Non-routine – as needed based on inspection.
Erosion Repair	Repair eroded areas and revegetate; address cause.	Rills/gullies on sides of channel	Non-routine – as needed, based on inspection.

Major Maintenance Activities

This work consists of larger maintenance/operational problems and failures within the stormwater drainage facilities. This work will likely require approval from EPC Engineering to ensure the proper maintenance is performed. This work requires that Engineering Staff review the original design and construction drawings to assess the situation and necessary maintenance activities. This work may also require more specialized maintenance equipment, design plans/details, surveying, and assistance through private contractors and consultants. In the event that the drainage channel needs to be dewatered, care should be given to ensure sediment, filter material and other pollutants are not discharged. The appropriate permits shall be obtained prior to any dewatering activity.

Table 4 – Summary of Major Maintenance Activities

Activity	Maintenance Action	Look for:	Minimum Frequency
Major Sediment / Pollutant Removal	Remove and dispose of sediment. Repair vegetation as necessary	Large quantities of sediment in the channel and reduced conveyance rate/capacity	Non-routine –as necessary based on inspection.
Major Erosion Repair	Repair erosion – find cause of problem and address to avoid future erosion	Severe erosion including gullies, excessive soil displacement, unusual areas of settlement, holes	Non-routine –as necessary based on inspection.
Structural Repair	Structural repair to restore portions of the channel to its original design	Deterioration and/or damage to structural components – broken concrete, damaged pipe, drop/check structures or dissipators	Non-routine –as necessary based on inspection.
Drainage Channel Rebuild	Contact EPC Engineering	Overall channel failure	Non-routine –as needed due to complete failure of drainage channel

Inspection Procedures

Periodic inspections of drainage channels and associated stormwater control measures in developed areas are needed in every community to prevent the accumulation of debris deposited by storms, dumping, or natural processes. Inspections must be conducted at least once each year and after each storm that could adversely impact the drainage system. Inspections are also needed in response to citizen complaints.

Conduct annual visual inspections during the dry season to determine if there are problem inlets where sediment/trash or other pollutants accumulate. Inspection and maintenance records should be used to determine problem areas that may need to be checked more often. Appropriate action must be taken after an inspection identifies the need for maintenance or cleaning.

The attached form includes the typical information necessary for and during an inspection. Similar forms or electronic record keeping may be utilized if all relevant information is recorded. The entity responsible for channel maintenance is required to submit the periodic inspection reports upon request by County Staff. Inspections involving decisions about structural issues shall be signed by a licensed professional engineer.

Inspections of inflow structures including detention spillways and water quality outlet pipes discharging to the channel shall be coordinated with channel inspections.

Illicit discharges such as dumping of home goods or garbage, appliances, yard wastes, paint spills, abandoned oil containers and other pollutants shall be immediately reported to EPC Staff and other agencies as appropriate. Reference El Paso County Ordinance No. 07-01, as amended. EPC recommends that the responsible entity encourage public reporting of

improper waste disposal by posting “No Dumping” signs, neighborhood notices, and/or social media when available, with contact information to report violations.

Wetlands

If drainage channels contain wetlands many activities, including maintenance, may be subject to regulation and permitting. The responsible maintenance entity shall maintain wetlands vegetation as appropriate and in consultation with the proper authorities including the U.S. Army Corps of Engineers when applicable. The responsible maintenance entity shall ensure proper training / licensing of contractors and staff to minimize the potential for damages to the wetlands.

All applicable safety and environmental considerations with regards to the application of any pesticides or herbicides shall be verified. It is also strongly encouraged that the responsible entity employ or consult a wetlands specialist or certified arborist with the ability to identify invasive/exotic species. Due to the sensitive nature of using chemicals near water bodies, a written Quality Assurance/Quality Control (QA/QC) plan shall be implemented.

Employees shall be trained in accordance with any local, state, and federal regulations and laws prior to any application of chemicals. A copy of the QA/QC plan must be submitted to the County Environmental Division prior to any chemical applications. In addition to the QA/QC plan, copies of the Safety Data Sheets (SDS) for all the chemicals being used shall be provided upon request.

The Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters. The basis of the CWA was enacted in 1948 and was called the Federal Water Pollution Control Act, but the Act was significantly reorganized and expanded in 1972. "Clean Water Act" became the Act's common name with amendments in 1972.

Section 404 - establishes a program to regulate the discharge of dredged and fill material into waters of the United States, including wetlands. CWA Section 404(b)(1) Guidelines – U.S. Environmental Protection Agency (EPA) (Although they are called “guidelines,” these criteria are established in regulations (40 CFR Part 230) and are legally binding.)

<https://www.epa.gov/cwa-404/clean-water-laws-regulations-and-executive-orders-related-section-404>

Open Drainage Channel Inspection Report Form

Date: _____ Inspector: _____

Type of inspection: Post-Storm _____ Complaint _____ Routine _____

Location: (Identify stream or basin name, downstream and upstream streets or reference points, and location of problem. Provide sketch as needed.)

Type of problem: Litter ___ Minor ___ Obstruction ___ Structural ___ Illicit Discharge** ___

Recommended maintenance: _____

Is equipment needed? _____ If so, list equipment needed: _____

Date: _____ Offsite Right of entry needed? _____

Work order description: _____

State permit(s) needed? _____ Work order number: _____

Date: _____ Crew chief: _____

Maintenance performed: _____

Inspected by: _____

Use other side for additional recommendations for this site.

****Report illicit discharges to the County and appropriate agencies.**

EXHIBIT G
U.S. Army Corps of Engineers Permit
(34 pages)



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT
SOUTHERN COLORADO REGULATORY BRANCH
201 WEST 8TH STREET, SUITE 350
PUEBLO, COLORADO 81003-3040

September 16, 2022

MEMORANDUM FOR RECORD

SUBJECT: Supplemental Decision Document – Sterling Ranch Residential Development Project
(Action No. SPA-2015-00428)

1. **Project Name:** Sterling Ranch Residential Development (Project)

2. **Applicant name and address:**

Elite Properties of America, Inc. dba: Classic Companies
Attn: Loren J. Moreland, Vice President/Project Manager
2138 Flying Horse Club Drive
Colorado Springs, CO 80921

3. **Project Location:** The approximately 1,443.7-acre project site is located along Sand Creek in the City of Colorado Springs, El Paso County, Colorado. The approximate center coordinates for the project are Latitude 38.964986°, Longitude -104.664928°.

4. **Project description, background, and modification request:**

4.1. **Original project description.** As stated in the Department of the Army (DA) permit dated February 29, 2016, the Sterling Ranch Residential Development Project includes installation of attendant utilities, channel improvements to the main stem of Sand Creek, three off-line stormwater detention ponds, development of two permanent residential access roads and associated culverts, and development of residential units. Permanent impacts to waters of the United States (WOTUS) will result from construction of the residential access roads and associated culverts, and construction of residential units in the unnamed western tributary to Sand Creek. Total cumulative permanent impacts from the discharge of fill material into WOTUS from the proposed project will total 4.21 acres and 5,048 linear feet within the main channel of Sand Creek and its western tributary. The project will be constructed in accordance with the attached drawings, entitled, "Sterling Ranch Wetland Impact Location Map, Sterling Ranch Sketch Plan figure number 8, and Sterling Ranch Channel Improvements & Mitigation Plan sheets 1 through 3 dated October 13, 2015, in Sand Creek, El Paso County, Colorado, Application by Jim Morley, Application No. SPA-2015-00428-SCO".

4.2. **Background.** On August 5, 2020, the permittee requested a permit modification from the U.S. Army Corps of Engineers (Corps) for the Project. The stated need for the modifications were to provide additional attendant features (access and utility) that were unintentionally omitted from the original permit, address changes in stormwater drainage requirements, and provide additional time to complete the construction. The requested modification specifically included: (1) modification of General Condition 1 to extend the time limit for completing the construction; (2) realignment and reshaping of approximately 7,900 linear feet of Sand Creek stream channel for the construction of a low flow channel; (3) bank armoring and grade control for stream bank stabilization; and (4) construction of a

utility line and two road crossings in Sand Creek that had been constructed without authorization.

The Corps reviewed the proposed changes and determined: (1) the stream channel realignment/reshaping, bank armoring, and grade control (items 3 and 4 above) were not minor changes and, therefore, would require a new public notice; and (2) a stream condition assessment would be required to document whether these activities would result in the loss of stream functions.

In response to the Corps' request for a stream condition assessment, the permittee applied the Colorado Stream Quantification Tool (CSQT) and found the proposed stream work (items 2 and 3 above) would result in the loss of approximately 2,664.2 stream functional feet (FF). The permittee redesigned the project to reduce the impacts, reapplied the CSQT, and found the proposed stream work, as revised, would result in the loss of approximately 1,046.6 FF. Due to the amount of compensatory mitigation that would be required for the proposed stream stabilization activities and after extensive consultation with the El Paso County, the permittee reassessed the need to develop the areas east of Sand Creek in order to accomplish the overall purpose of the project and determined the construction in these areas, as originally proposed, was no longer feasible given the new constraints. The permittee modified the project to remove construction east of Sand Creek from the project design, thereby eliminating the need for additional stormwater management facilities in the stream.

During the review of the requested changes, the Corps determined the work that had been conducted in Sand Creek for the utility line and two road crossings (item 4 above) were not part of the permitted design and involved the discharge of dredged/fill material into WOTUS. Therefore, these activities constituted a violation of Section 301(a) of the Clean Water Act (CWA) since a DA permit was not obtained pursuant to CWA Section 404. Furthermore, the Corps determined the permitted work was not in compliance with the terms and conditions of the permit since the approved mitigation plan was implemented concurrently with the construction of the project in accordance with Special Condition 1, which stated:

1. The permittee shall implement and abide by the compensatory mitigation plan titled Conceptual Mitigation Plan for Sterling Ranch Residential Development, prepared by CORE Consultants, Inc. on October 29, 2015, except where changes are necessary to comply with special conditions below. The permittee shall implement the mitigation plan concurrently with the construction of the project and complete the initial construction and plantings associated with the mitigation work prior to EITHER the initiation of operations OR completion of construction of the project. Completion of all elements of this mitigation plan is a requirement of this permit.

On September 28, 2021, the Corps issued a notice of violation and permit non-compliance and requested additional information to determine the appropriate course of action to resolve these matters.

On October 5, 2021, the permittee submitted the requested information.

On October 20, 2021, the Corps sent an email informing the permittee of its decision to resolve the violation and non-compliance matters by modifying the permit in accordance with 33 CFR 325.7(b).

On November 19, 2021, the permittee submitted a signed tolling agreement to conclude the enforcement procedures and initiate the after-the-fact (ATF) permitting process, along with a revised mitigation plan.

Between February 1 and August 25, 2022, the permittee made multiple revisions to the mitigation plan, and on September 2, 2022, the Corps determined the final revised mitigation plan was acceptable.

- 4.3. **Modified project description.** The Sterling Ranch Residential Development Project (Project) includes the construction of residential units and attendant utilities, channel improvements to the main stem of Sand Creek, off-line stormwater detention ponds, and the development of two permanent residential access roads and associated culverts. The Project will result in a total of 1.41 acres of impacts to waters of the United States (WOTUS) along Sand Creek, of which 0.47 acre will be temporary and 0.94 acre will be permanent. Additionally, the Project will include the construction of 5.96 acres of riparian wetland restoration and enhancement along Sand Creek to provide compensatory mitigation for the loss of aquatic resource functions resulting from the impacts.

The project will be constructed in accordance with the November 19, 2021, Revised Compensatory Mitigation Plan (Mitigation Plan), prepared by Bristlecone Ecology (enclosure 1) and Sterling Ranch Wetland Impact Location Map Markup (enclosure 2).

Tables 1 and 2 (enclosure 3) provide a list of the aquatic resources that will be impacted by the Project, as compared to the original authorization, and the riparian wetland restoration and enhancement that will serve as compensatory mitigation along Sand Creek.

5. **Authority:** Section 404
6. **Environmental Assessment, Statement of Findings, public interest review, and Section 404(b)(1) Guidelines analysis.** On February 18, 2016, the Corps issued a decision document that contained an Environmental Assessment, Statement of Findings, public interest review, and Section 404(b)(1) Guidelines analysis for the original permitted activity. This supplemental documentation is being prepared to address the individual and cumulative effect of the proposed permit modification on local resources. The District Engineer will impose, as necessary, additional conditions on the proposed permit modification or exercise discretionary authority to address locally important factors relating to the public interest, including any potential adverse effects on the human environment, and to ensure that the authorized activity results in no more than minimal individual and cumulative adverse effects on the environment.
7. **Other federal, state, and local authorizations obtained, required, and/or pending:**

- 7.1. **Endangered Species Act (ESA).** On January 25, 2016, the Corps determined the project was located within the USFWS block clearance for the Preble's Meadow Jumping Mouse (*Zapus hudsonius preblei*). In reviewing the requested permit modifications, the Corps reassessed the project's potential to adversely affect threatened and endangered species and determined there was no change in its previous determination of "No Effect." Therefore, the Corps has satisfied its requirements under Section 7 of the ESA.
- 7.2. **National Historic Preservation Act (NHPA) of 1966.** On February 18, 2016, the Corps determined the project had "no potential to cause effect" to historic properties. Based on the information provided, the Corps determined there would be no change in the previous determination of "no potential to cause effect," and the Corps has satisfied its requirements under Section 106 of the NHPA.
- 7.3. **Water Quality Certification (WQC).** On January 5, 2016, the Colorado Department of Public Health and Environmental (CDPHE) issued a Section 401 "Regular Certification" (No. 4378) for the project. On September 7, 2022, the CDPHE reviewed the project modifications and determined WQC No. 4378 remains in effect.
8. **General Evaluation:** The proposed modification work will not adversely affect the water quality, recreation, archeology, navigation, aesthetics, flood protection, conservation of natural resources, fish and wildlife resources, economics, or land use of the area.

The selected compensatory mitigation option – permittee responsible mitigation (PRM) – deviates from the order of the options presented in 33 CFR 332.3(b)(2)-(6) since the project is located within the Service Area of the Maria Lake Mitigation Bank. The Corps rationale for deviating from the order is as follows:

The project is located in a non-abutting HUC 8 upstream of the HUC 8 in which the Maria Lake mitigation site is located and consists primarily of stream riparian scrub-shrub wetlands, whereas the Maria Lake mitigation site consists primarily of alkali wet meadows. Moreover, stream riparian wetlands are considered to be particularly valuable in the headwaters reaches of the Fountain Creek sub-basin in Northern El Paso County because they provide important functions, especially those related to stormwater (e.g., retention and filtration), that historical data and current trends show are being lost at a relatively high rate (Fountain Creek is the most populated HUC 8 and contains some of the fastest growing communities in the State of Colorado). The continued loss of these watershed functions has directly affected changes in local stormwater drainage criteria, and Sand Creek where the proposed mitigation is located has been identified as an important contributor to those watershed concerns due to the abundance of streams with high erosion rates and elevated levels of sedimentation.

Based on the environmental setting (multiple sub-reaches within the project area already contain the targeted wetland community types), the Corps determined the proposed on-site mitigation would have a relatively high likelihood of success. Based on the location of the proposed mitigation sites within the watershed (immediately downstream of areas that have been master planned for large-scale residential development), the Corps determined the mitigation and associated legal site protection, would help preserve existing wetlands

that already provide essential functions within the watershed and buffer similarly situated downstream wetlands from the effects of continued development upstream. Based on the proposed methods of mitigation (establishment and enhancement), the Corps determined the mitigation would have beneficial indirect effects on adjacent wetland communities and replace wetlands acres that provide prioritized functions within the watershed that Maria Lake Mitigation Bank cannot provide. Therefore, the Corps determined the proposed on-site mitigation is environmentally preferable.

9. **Adverse Effects.** The following is a brief summary of the potential adverse effects of the proposed modified activity on the environment: The modified project involves a reduction in the amount of wetlands that will be permanently lost as a result of the activity. The original permit authorized the loss of approximately 4.21 acres of wetlands along Sand Creek and an unnamed Sand Creek tributary. The modified activity will result in the loss of approximately 0.94 acre of wetlands and approximately 0.41 acre of temporary wetland impacts. However, there will be an increase in temporal loss of function because the compensatory mitigation required by the original permit was not constructed concurrently with the permitted work in WOTUS. This temporal loss has resulted in elevated levels of erosion and sedimentation in Sand Creek downstream of the project. Overall, the modified project will result in a net decrease of overall permanent loss of wetlands.
10. **Permit Conditions.** The following additional measures are being required by this permit modification, and/or are being assured and provided voluntarily by the permit applicant, to ensure that the activity being authorized by the Corps will have no more than minimal adverse effects on the environment:

10.1. General condition 1 has been revised to read as follows:

1. The time limit for completing the work authorized ends on December 31, 2023. If you find that you need more time to complete the authorized activity, the permittee must submit a request for a time extension for consideration at least 1 month before the above date is reached.

10.2. Special conditions 1-4 have been revised to read as follows:

1. To compensate for the loss of aquatic resource functions associated with the permanent impacts to 0.94 acre of riparian wetlands and temporary impacts to 0.47 acre of riparian wetlands in Sand Creek, the permittee shall provide 5.96 acres of riparian wetland restoration comprised of 5.16 acres of establishment, 0.33 acre of re-establishment, and 0.47 acre of enhancement. The wetland restoration will be located on Mitigation Sites 35, 36, 37, 38, and 39, as listed in Table 2 and shown on the revised Sand Creek Restoration – Wetlands Exhibit. To ensure the success of the restoration sites, the permittee shall fully comply with the November 19, 2021, Revised Compensatory Mitigation Plan (Mitigation Plan), prepared by Bristlecone Ecology.

In addition to the performance standards outlined in the Mitigation Plan, the following must be achieved for three years without human intervention before the mitigation work will be considered successful:

- a. Noxious weed control: All species listed in the Colorado Noxious Weed Inventory List-A shall be 100% eradicated.
- b. Indicators of hydrology: The permittee shall ensure the areas intended to be wetlands exhibit USDA NRCS hydric soil characteristics appropriate for the region (e.g., as determined by Corps Regional Supplements to the Corps Delineation Manual) by year 5.

2. In accordance with the Mitigation Plan, the permittee shall submit annual monitoring reports in the format identified in the *Final 2015 Regional Compensatory Mitigation and Monitoring Guidelines for the South Pacific Division* by December 31st of each year following completion of construction of the required compensatory mitigation. Submittal of the first monitoring report shall occur after the first growing season following completion of construction. The permittee shall monitor the compensatory mitigation areas for at least five consecutive growing seasons after construction, and/or until this office determines in writing that the approved performance standards and success criteria have been met.

3. The permittee shall commence construction of the compensatory mitigation required by Special Condition 1 of this permit before reinitiating construction activities in WOTUS authorized by this permit. All construction of the required compensatory mitigation shall be completed within 1 year following initiation of construction of the compensatory mitigation. In addition, the permittee shall notify this office in writing at least 10 calendar days prior to the scheduled mitigation construction begin date and within 10 calendar days following completion of the required compensatory mitigation.

4. Within 60 days following completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, the permittee shall provide this office with as-built drawings and a description of the work conducted on the project site. The drawings shall be signed and sealed by a registered professional engineer and include:

- a. The Department of the Army Permit number;
- b. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings. The drawings should show all "earth disturbance," wetland impacts, structures, and the boundaries of any on-site and/or off-site mitigation or avoidance areas;
- c. Ground and aerial photographs of the completed work. The camera positions and view angles of the ground photographs shall be identified on a map, aerial photograph, or project drawings; and
- d. The locations of all minor deviations between the work as authorized by this permit and the work as constructed with a list and descriptions of the deviations.

10.3. Special condition 5 has been removed from this permit.

10.4. The following new special conditions have been added:

5. To validate this authorization, the permittee shall take the actions required to record the Declaration of Conservation Covenants and Restrictions (CC&Rs) (enclosure 6), including the final permit and any applicable maps, drawings, and figures depicting the compensatory mitigation areas listed in Table 2, with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to or interest in real property. The permittee shall ensure the CC&Rs, including any modified CC&Rs that may be approved by this office, are recorded in the chain of title against the deed for this property. The permittee shall not record modified CC&Rs unless the proposed modifications have been reviewed and specifically approved in writing by this office.

The permittee shall provide this office with evidence of the recordation of the CC&Rs prior to initiation of construction activities in WOTUS authorized by this permit. If modified CC&Rs are approved by this office in writing, the permittee shall provide this office with evidence of the recordation of the modified CC&Rs within 10 days following recordation. In the event the recordation of the CC&Rs contain an expiration date, the permittee shall ensure re-recordation of the CC&Rs and provide this office with evidence of the re-recordation of the CC&Rs within 10 days following recordation.

6. To ensure completion and success of required compensatory mitigation, the permittee shall post a performance bond in the amount of \$447,000 with a federally approved surety. This bond shall not be released until this office has determined, in writing, that all Corps-approved performance standards have been met. The permittee shall provide this office with a draft performance bond to this office for review and approval. Prior to the initiation of any construction activities in WOTUS authorized by this permit, the permittee shall submit proof of the posting of the performance bond.

a. The posted performance bond shall be sent via certified mail to the following address:

Albuquerque District, U.S. Army Corps of Engineers
Regulatory Division
ATTN: Anica Lucero
4101 Jefferson Plaza NE
Albuquerque, New Mexico 87109-3435

b. If at any time during the construction or monitoring of the compensatory mitigation, this office determines the compensatory mitigation construction or performance standards outlined in the approved *Mitigation Plan* are not met, this office may require the permittee to:

(1) Submit a remediation plan for Corps approval to ensure the compensatory mitigation meets the Corps-approved performance standards;

- (2) Submit an alternative compensatory mitigation plan for Corps approval to compensate for direct and indirect effects and/or temporal loss to WOTUS authorized by this permit; or
- (3) Utilize the performance bond, payable to a designee, or placed in a fund pursuant to a standby trust agreement, to conduct alternative compensatory mitigation in accordance with an alternative compensatory mitigation plan. Any use of the performance bond funds, including designee, standby trust agreements, and alternative compensatory mitigation plans shall be specifically approved by this office in writing, prior to drawing upon the performance bond funds.

c. If after the final year of the monitoring period this office determines in writing that the performance standards have been met, including 3 years without human intervention, the performance bond may be released.

7. All notifications and submittals to the Corps required by the conditions of this permit shall be sent to SPA-RD-CO@usace.army.mil.

11. **Cumulative Impacts:** The effects of this project, when added to the effects of other similar projects, will not result in more than minimal cumulative adverse impacts.
12. **Finding of No Significant Impact:** Based on the information in the administrative record for this authorized permit activity, I have made a final determination that the modification of this permit will not have a significant adverse effect on the quality of the human environment and is, therefore, exempt from the requirement to prepare an Environmental Impact Statement pursuant to the National Environmental Policy Act.
13. **Public Interest Determination:** This permit modification, if conducted in accordance with the terms and conditions of the originally issued permit and any additional special conditions stated above and in the permit modification letter, will not be contrary to the public interest.

PREPARED BY:



Joshua G. Carpenter
Senior Project Manager

2022-09-16

Date

REVIEWED BY:

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ALLEN.KELLY.E.1184042025
1184042025 Date: 2022.09.16 09:22:12
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Kelly Allen
Chief, Regulatory Division

Date

APPROVED BY:

HELLIGE.KARA. Digitally signed by
HELLIGE.KARA.A.1230362676
A.1230362676 Date: 2022.09.16 14:00:13
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Kara A. Hellige
Chief, Southern Colorado Regulatory Branch

Date

Permit Modification for the Sterling Ranch Residential Development Project
(Action No. SPA-2015-00428)

Enclosure 1
Original Permit (with Attachments)



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS
200 SOUTH SANTA FE AVENUE, SUITE 301
PUEBLO, COLORADO 81003-4270

SIGNED

February 29, 2016

Regulatory Division

SUBJECT: Action No. SPA-2015-00428-SCO, Sterling Ranch Residential Development Project, El Paso County, Colorado

Jim Morley
SR Land, LLC
20 Boulder Crescent Suite 201
Colorado Springs, CO 80903

Mr. Morley:

You are hereby authorized under Section 404 of the Clean Water Act to discharge dredged and fill material into waters of the United States to conduct work in associated with construction of the Sterling Ranch Residential Development in accordance with Action Number SPA-2015-00428-SCO. A copy of the permit is enclosed.

To use this permit, you must ensure that the work is conducted in accordance with the terms and conditions of the permit. You must submit revised drawings to us for approval prior to construction should any changes be found necessary in either the location or plans for the work. Approval of revised plans may be granted if they are found not contrary to the public interest.

This permit is not an approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of Federal, state or local laws or regulations. You must possess the authority, including property rights, to undertake the proposed work.

Enclosed is a compliance certification form. Upon completion of the project, please sign and date the form and return it to this office.

If you have any questions concerning our regulatory program, please contact me at 719-543-6915 or by e-mail at van.a.truan@usace.army.mil. At your convenience,

please complete a Customer Service Survey at
<http://per2.nwp.usace.army.mil/survey.html>.

Sincerely,

A handwritten signature in black ink, appearing to read "Van Truan", with a long horizontal flourish extending to the right.

Van Truan
Chief, Southern Colorado
Regulatory Branch

Enclosure(s)

**Certification of Compliance
with Department of the Army Permit**

Action Number: SPA-2015-00428-SCO

Name of Permittee: SR Land, LLC

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

Van Truan
Albuquerque District, U.S. Army Corps of Engineers
200 South Santa Fe Avenue, Suite 301
Pueblo, Colorado 81003-4270

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Please enclose photographs showing the completed project (if available).

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Date Work Started _____

Date Work Completed _____

Date

Signature of Permittee

DEPARTMENT OF THE ARMY PERMIT

Permittee Jim Morley

Permit No. SPA-2015-00428-SCO

Issuing Office Albuquerque District, U.S. Army Corps of Engineers

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The Sterling Ranch Residential Development Project includes installation of attendant utilities, channel improvements to the main stem of Sand Creek, three off-line stormwater detention ponds, development of two permanent residential access roads and associated culverts, and development of residential units. Permanent impacts to waters of the US will result from construction of the residential access roads and associated culverts, and construction of residential units in the unnamed western tributary to Sand Creek. Total cumulative permanent impacts from the discharge of fill material into waters/wetlands of the US from the proposed project will total 4.21 acres and 5,048 linear feet within the main channel of Sand Creek and its western tributary. The project will be constructed in accordance with the attached drawings, entitled, "Sterling Ranch Wetland Impact Location Map, Sterling Ranch Sketch Plan figure number 8, and Sterling Ranch Channel Improvements & Mitigation Plan sheets 1 through 3 dated October 13, 2015, in Sand Creek, El Paso County, Colorado, Application by Jim Morley, Application No. SPA-2015-00428-SCO".

Project Location: The project is located on 1,443.7 acres northeast of the intersection of Black Forest Road and Woodmen Road in unincorporated El Paso County, Colorado. The property is on the United States Geological Survey (USGS) Falcon Quadrangle on portions of Sections 27, 28, 32, 33, and 34 in Township 12 South, Range 65 West and the northwest portion of Section 4, Township 13 South, Range 65 West. The approximate coordinates of the project center are 39.964483 latitude and -104.664944 longitude (WGS 84 datum).

Permit Conditions: In accordance with the attached Colorado Department of Public Health and Environment Section 401 Water Quality Certification pages 1 through 6 of 6, dated February 4, 2016.

General Conditions:

1. The time limit for completing the work authorized ends on March 1, 2021. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity.

although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The permittee shall implement and abide by the compensatory mitigation plan titled Conceptual Mitigation Plan for Sterling Ranch Residential Development, prepared by CORE Consultants, Inc. on October 29, 2015 except where changes are necessary to comply with special conditions listed below. The permittee shall implement the mitigation plan concurrently with the construction of the project and complete the initial construction and plantings associated with the mitigation work prior to EITHER the initiation of operation OR completion of construction of the project. Completion of all elements of this mitigation plan is a requirement of this permit.
2. The permittee shall submit annual compensatory mitigation site monitoring reports to the Corps Albuquerque District Office by December 31st of each year, beginning in 2016, for a minimum of 3 years or until the Corps has determined that the mitigation performance standards and success criteria have been met. The monitoring reports shall be prepared in accordance with Corps Regulatory Guidance Letter 08-03 (Minimum Monitoring Requirements for Compensatory Mitigation Projects Involving the Restoration, Establishment, and/or Enhancement of Aquatic Resources) and current Corps Albuquerque District Mitigation Monitoring Guidelines available at <http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits/Mitigation.aspx>. The mitigation monitoring reports shall at a minimum include the following:
 - a. Comparison of pre-construction site conditions to an as-built survey as submitted in accordance with Special Condition 4.
 - b. A map showing the wetland AND/OR Ordinary High Water Mark (OHWM) delineation, and aerial photos marked to show the wetland AND/OR OHWM boundary.
 - c. Photographs (minimum 5) from fixed photographic monitoring points with a location reference map and indicating camera orientation.

d. All data collected to document whether the mitigation site is achieving performance standards described in the mitigation plan and a narrative discussion of progress made toward meeting performance standards.

e. Fish and wildlife observations at the mitigation site.

f. Summary statement regarding the perceived success of the mitigation project and any potential problem areas. Suggestions and a timetable for corrections should be included if it is anticipated that project goals may not be met.

g. Date(s) of field inspection(s).

3. In order to assist the Corps in scheduling compliance inspections, the permittee shall notify the Corps Albuquerque District Office, in writing, at least 7 calendar days in advance of the initiation of mitigation construction AND no later than 15 calendar days following completion of construction activities.

4. Within 60 days after completion of construction of the mitigation project, the permittee shall submit as-built drawings and a description of the work conducted to the Corps Albuquerque District Office. The drawings shall include the following:

a. The Department of the Army Action Number.

b. A plan view drawing of the location of the authorized work footprint (as shown in permit drawings) with an overlay of the work as constructed in the same scale. The drawing should show all "earth disturbance," wetland impacts, structures, and the boundaries of any on-site and/or off-site mitigation or avoidance areas. The drawings shall contain, at a minimum, 1-foot OR greater topographic contours of the entire site.

c. Ground photographs of the completed work. The camera positions and view-angles of the ground photographs shall be identified on a map, aerial photograph, or project drawing.

d. A description of all deviations between the work as authorized by the permit and the work as constructed. Clearly indicate on the as-built drawings the location of any deviations.

5. Your responsibility to complete the required compensatory mitigation as set forth in Special Condition No. 1 will not be considered fulfilled until you have demonstrated mitigation success and have received written verification from the U.S. Army Corps of Engineers.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. **Limits of Federal Liability.** In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. **Reliance on Applicant's Data:** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

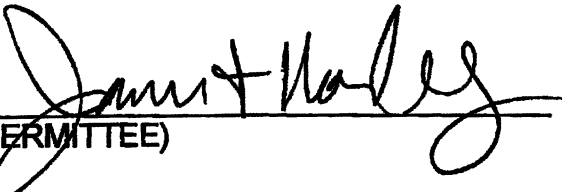
c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, or revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.17) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. **Extensions.** General condition 1 establishes a time limit for the completion of the activity authorized by the

permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



(PERMITTEE)

2/23/2016

(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



(FOR THE DISTRICT ENGINEER)

29 Feb 2016

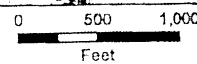
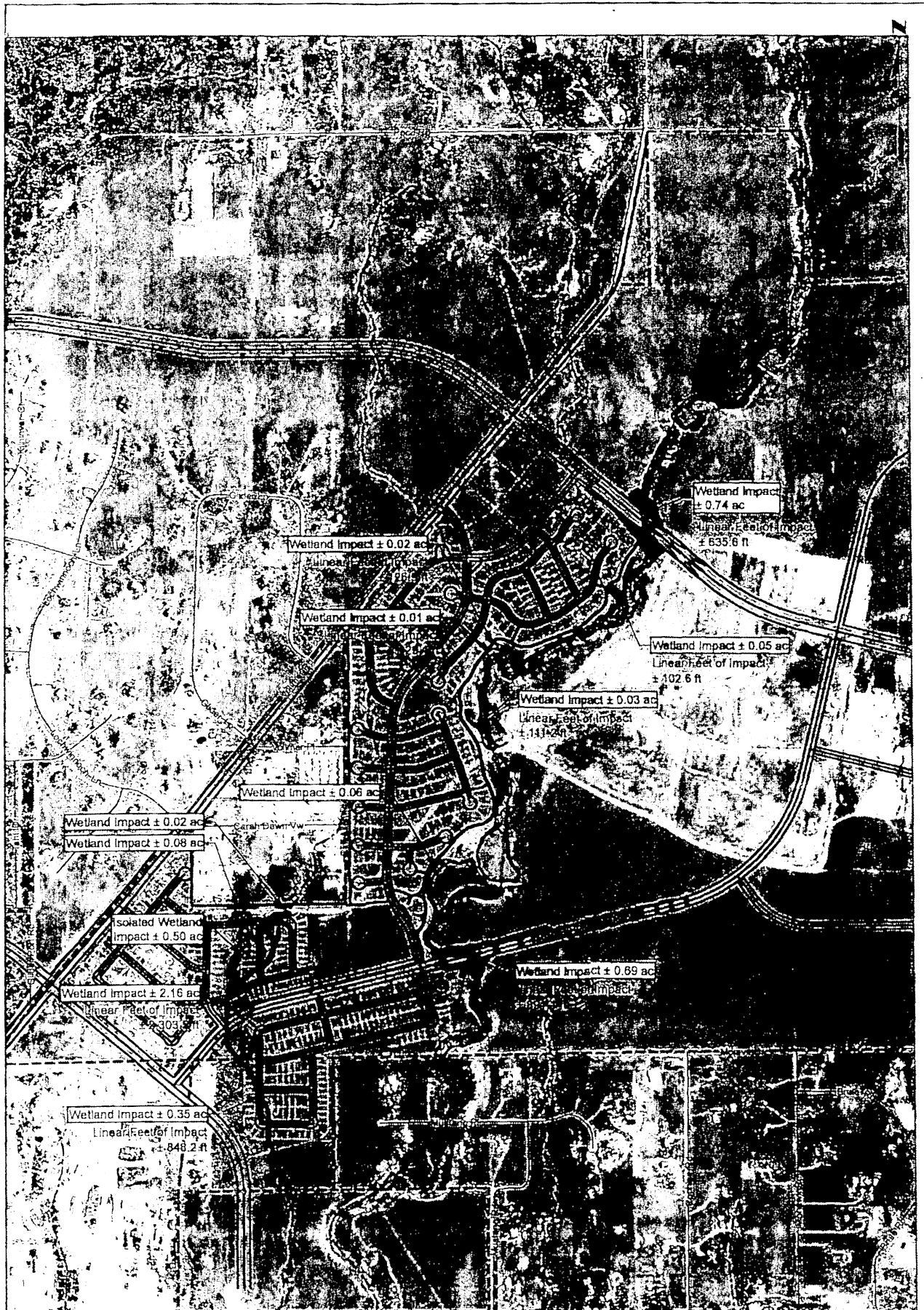
(DATE)

Patrick J. Dagon
Lieutenant Colonel, U.S. Army
District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFERREE)

(DATE)



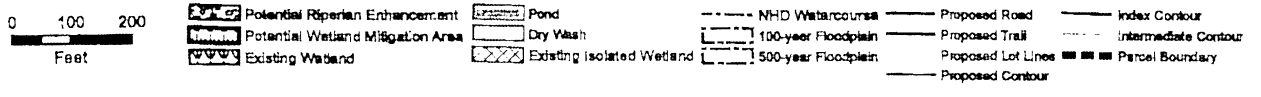
- Permanent Impact
- Existing Wetland
- Existing Isolated Wetland
- Pond
- Dry Wash
- NHD Watercourse
- Proposed Road
- Proposed Trail
- Proposed Contour
- Parcel Boundary
- Proposed Lot Lines

CORE
 CONSULTANTS

CIVIL ENGINEERING
 DEVELOPMENT CONSULTING
 LAND SURVEYING
 303.701.4444
 580 W. Lindsay Blvd., Ste. 108
 Littleton, CO 80120

Sterling Ranch
Wetland Impact Location Map
 El Paso County, Colorado

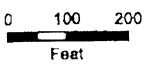
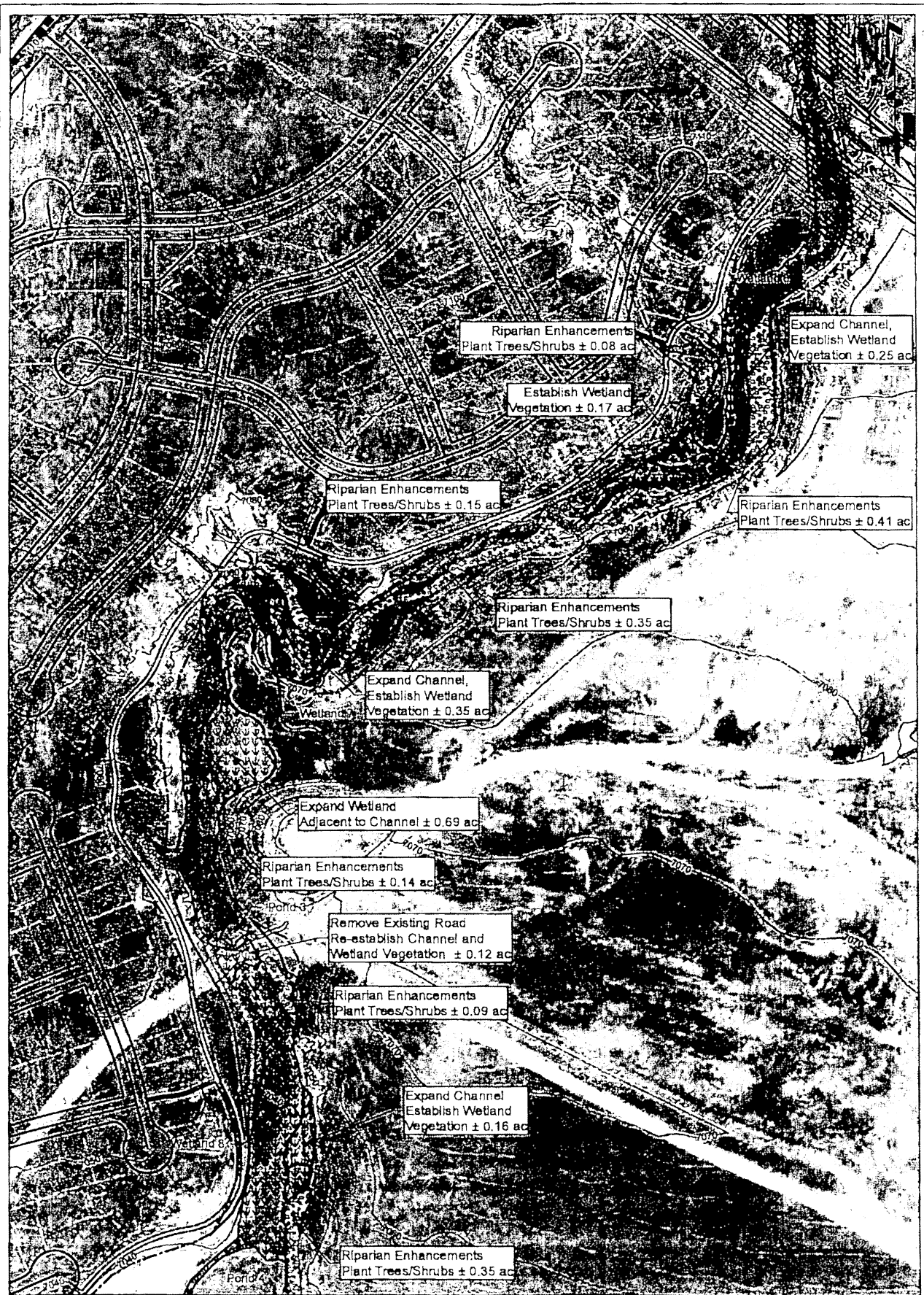
Date: 10/13/2015
 Project #: 15-001



CORE CONSULTANTS
 CIVIL ENGINEERING
 DEVELOPMENT CONSULTING
 LAND SURVEYING
 805.703.4444
 1590 W. Lafayette Blvd., Ste. 105
 Littleton, CO 80120

Sterling Ranch
Channel Improvements & Mitigation Plan
 Sheet 1
 El Paso County, Colorado

Date: 10/13/2016
 Project #: 15-001



- Potential Riparian Enhancement
- Potential Wetland Mitigation Area
- Existing Wetland
- Pond
- Dry Wash
- Existing Isolated Wetland

- NHD Watercourse
- 100-year Floodplain
- 500-year Floodplain
- Proposed Road
- Proposed Trail
- Proposed Lot Lines
- Proposed Contour
- Index Contour
- Intermediate Contour
- Parcel Boundary



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DEVELOPMENT CONSULTING
LAND SURVEYS
301.703.4444
1000 W. Littleton Blvd., Ste. 100
Littleton, CO 80120

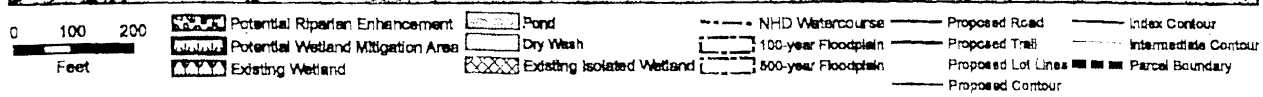
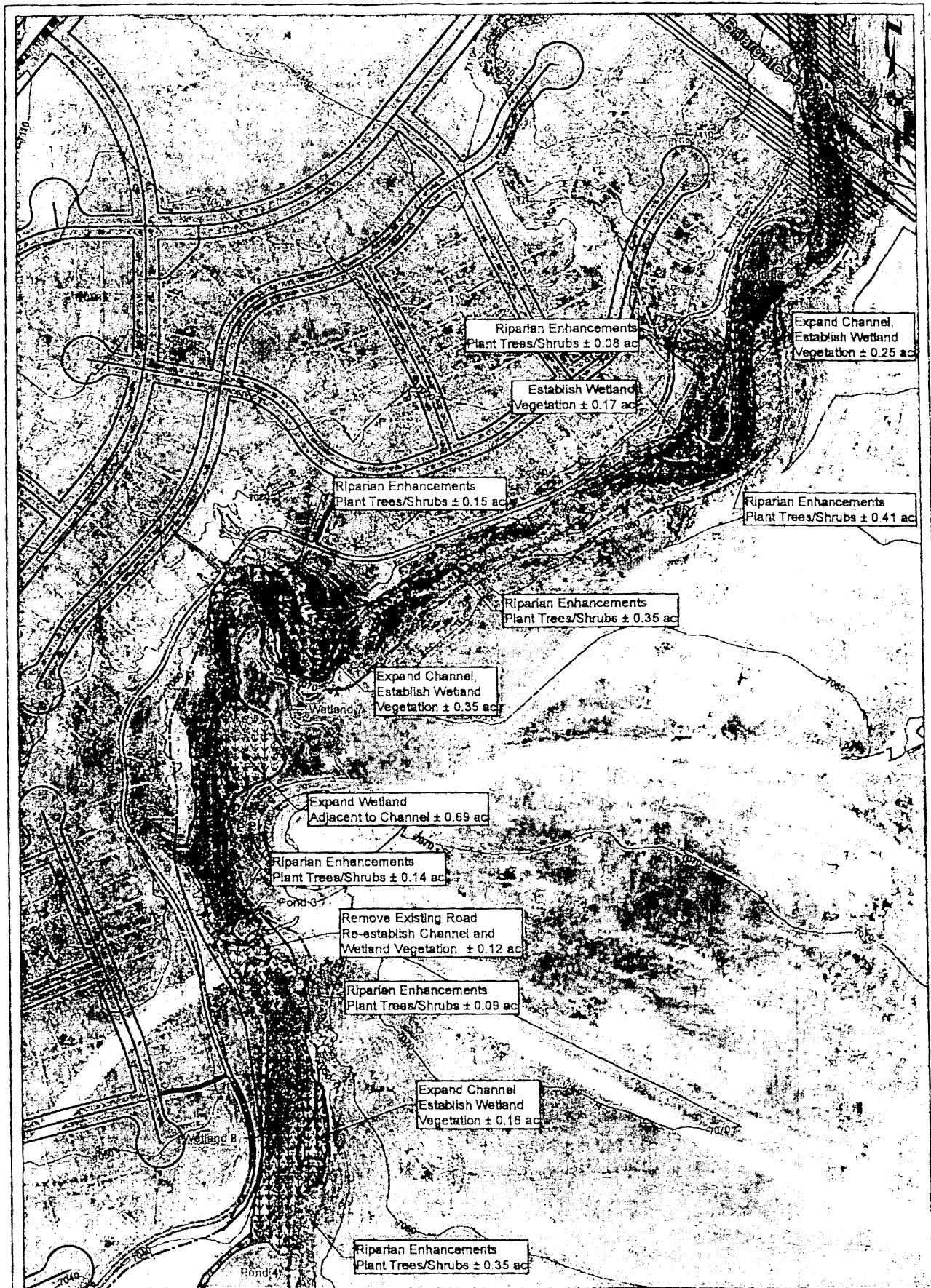
Sterling Ranch

Channel Improvements & Mitigation Plan

Sheet 2

El Paso County, Colorado

Date: 10/13/2015
Project #: 15-001



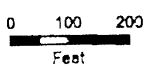
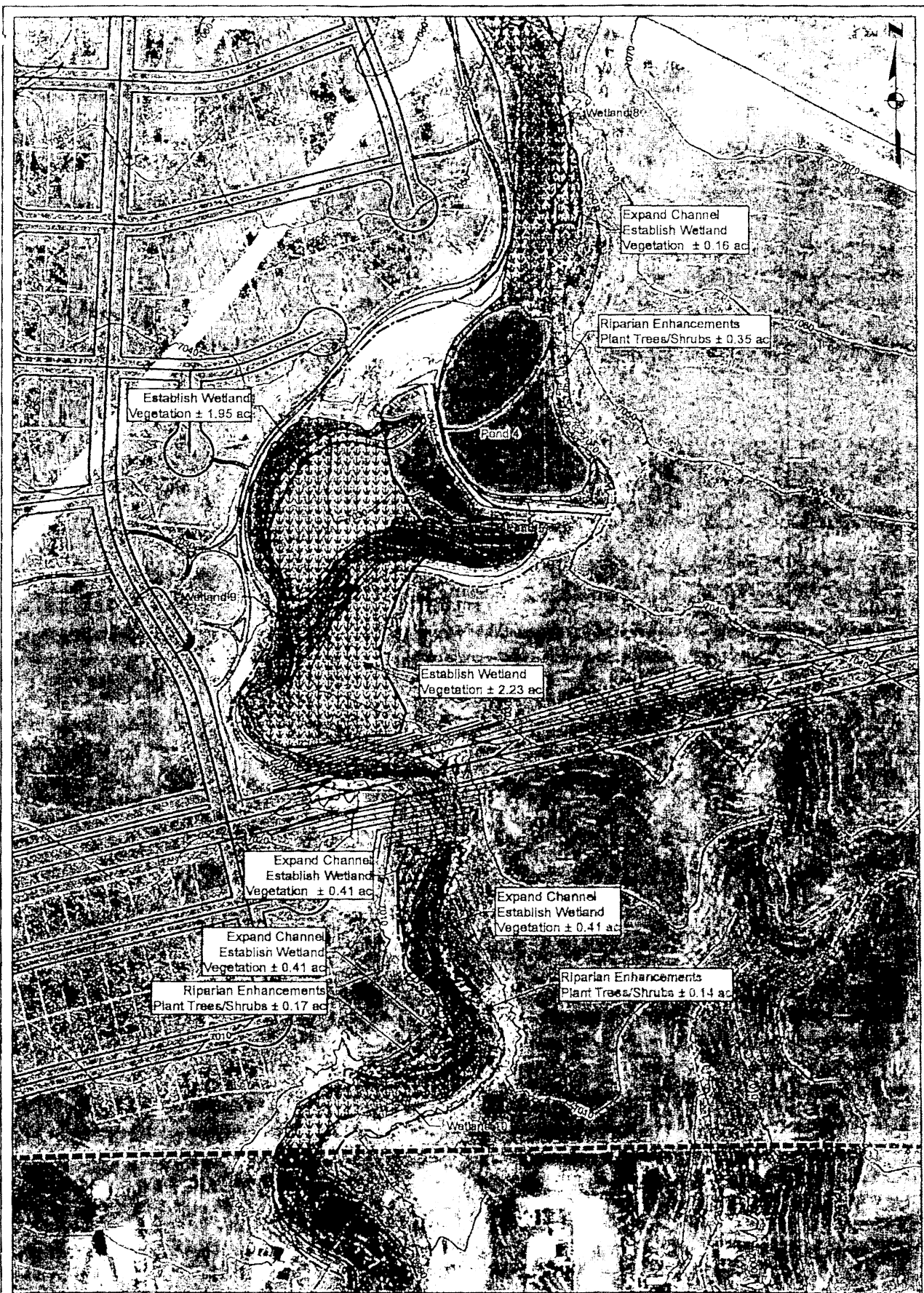
CORE CONSULTANTS

CIVIL ENGINEERING
 DEVELOPMENT CONSULTING
 LAND SURVEYING
 303.783.4444
 1851 W. Littleton Blvd., Ste. 102
 Littleton, CO 80120

Sterling Ranch
Channel Improvements & Mitigation Plan
Sheet 2

El Paso County, Colorado

Date: 10/13/2015
 Project #: 15-001



- | | | | | |
|-----------------------------------|---------------------------|---------------------|--------------------|----------------------|
| Potential Riparian Enhancement | Pond | NHD Watercourse | Proposed Road | Index Contour |
| Potential Wetland Mitigation Area | Dry Wash | 100-year Floodplain | Proposed Trail | Intermediate Contour |
| Existing Wetland | Existing Isolated Wetland | 500-year Floodplain | Proposed Lot Lines | Parcel Boundary |
| | | | Proposed Contour | |



CIVIL ENGINEERING
 DESIGN-CONSTRUCT CONSULTING
 LAND SURVEYING
 303.703.4444
 1980 W. Littleton Blvd. Ste. 100
 Littleton, CO 80120

Sterling Ranch

Channel Improvements & Mitigation Plan Sheet 3

El Paso County, Colorado

Date: 10/13/2015
 Project #: 15-001



**US Army Corps
of Engineers®
Albuquerque District
Project**

PUBLIC NOTICE

Permit Application No.: SPA-2015-00428-SCO
Project Name: Sterling Ranch Residential
Development Project
Applicant: SR Land, LLC
Waterway: Sand Creek
Public Notice Date: December 9, 2015
Comment Due Date: January 9, 2016
USACE Contact Phone: (719) 543-8102

Reply To:

Southern Colorado Regulatory Office
US Army Corps of Engineers, Albuquerque District
200 South Santa Fe Avenue, Suite 301
Pueblo, Colorado 81003-4270

PERMIT APPLICATION UNDER SECTION 404 OF THE CLEAN WATER ACT (33 USC 1344)

Summary of Proposed Project: We are requesting public comment on the following project before the above comment due date. The application is for a permit to place dredged/fill material into waters of the US associated with the construction of a residential development in Sand Creek and one tributary located near Falcon, El Paso County, Colorado. Details of the proposed project are provided below.

Name of Applicant: SR Land, LLC, 20 Boulder Crescent, Suite 201, Colorado Springs, CO 80903.

Location: The project is located on 1,443.7 acres northeast of the intersection of Black Forest Road and Woodmen Road in unincorporated El Paso County, Colorado. The property is on the United States Geological Survey (USGS) Falcon Quadrangle on portions of Sections 27, 28, 32, 33, and 34 in Township 12 South, Range 65 West and the northwest portion of Section 4, Township 13 South, Range 65 West. The approximate coordinates of the project center are 39.964483 latitude and -104.664944 longitude (WGS 84 datum).

Description of Work: The Sterling Ranch Residential Development Project includes installation of attendant utilities, channel improvements to the main stem of Sand Creek, three off-line stormwater detention ponds, development of two permanent residential access roads and associated culverts, and development of residential units. Permanent impacts to waters of the US will result from construction of the residential access roads and associated culverts, and construction of residential units in the unnamed western

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tributary to Sand Creek. Total cumulative permanent impacts to waters of the US from the proposed project will total 4.21 acres and 5,048 linear feet within the main channel of Sand Creek and its western tributary.

Purpose and Need: The project purpose is twofold: (1) the development of a medium sized single-family residential development and associated facilities and infrastructure on multiple parcels of land which will be incorporated in the City of Colorado Springs; and (2) creek channel improvements for hydrology and stormwater capability through control of flood water conveyance, establishing improved grade control, and facilitating improved water quality.

Likewise, the project need is twofold: (1) to satisfy market demand for additional housing in the City of Colorado Springs, El Paso County, based on recent County and City economic development reports; and (2) to address a County-wide high-priority stormwater management project while simultaneously managing an increase in stormwater runoff to Sand Creek via channel improvements.

Mitigation: Mitigation for impacts to wetlands and waters of the US on the Sterling Ranch project site is proposed within the Middle Fountain Creek watershed and includes creation of 4.21 acres of emergent wetlands located within and adjacent to the main channel of Sand Creek, with improvements throughout to allow for construction and reestablishment of wetlands.

Plans and Data: Drawings showing the location of the work site and other data are enclosed with this notice. If additional information is desired, it may be obtained from the applicant, or from:

Christopher M. Grosso
U.S. Army Corps of Engineers
Southern Colorado Regulatory Office
200 South Santa Fe Avenue, Suite 301
Pueblo, Colorado 81003-4270
(719) 543-8102
Fax No. (719) 543-9475
E-mail: Christopher.M.Grosso@usace.army.mil

Statement of Findings: The Corps consulted district files and records, the latest version of the National Register of Historic Places (NRHP), and state records of NRHP-eligible and potentially eligible historic properties to determine if there are any historic properties that may be affected by the proposed undertaking. Based on this initial information, the Corps has made a preliminary determination that the proposed project will not affect any historic properties that meet the criteria for inclusion in the NRHP.

The Corps has reviewed the U.S. Fish and Wildlife Service's latest published version of Federally-listed endangered and threatened species located in El Paso County, Colorado to determine if any listed species or their critical habitat may occur in the proposed project area. The Corps has made a preliminary determination that the

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proposed project will not affect any Federally-listed endangered or threatened species or their critical habitat that are protected by the Endangered Species Act.

The applicant is required to obtain water quality certification, under Section 401 of the Clean Water Act, from the Colorado Department of Public Health and Environment. Section 401 requires that any applicant for an individual Section 404 permit provide proof of water quality certification to the Corps of Engineers prior to permit issuance.

In accordance with environmental procedures and documentation required by the National Environmental Policy Act of 1969, an environmental assessment will be prepared for this project. Upon completion, the assessment may be seen at the U.S. Army Corps of Engineers, Albuquerque District Office, at the address given above.

Comments: Any comments concerning this project should be received by the District Engineer no later than January 9, 2016. Comments received after the end of the Public Notice comment period will not be considered. However, more time may be given if a request, with a valid reason, is received prior to the suspense date. The Corps of Engineers is soliciting comments from the public; federal, state, and local agencies and officials; Indian tribes; and other interested parties in order to consider and evaluate the impacts of this proposed activity. Any comments received will be considered by the Corps of Engineers to determine whether to issue, modify, condition, or deny a permit for this proposal. To make this decision, comments are used to assess impacts on endangered species, historic properties, water quality, general environmental effects, and the other public interest factors listed below. Comments are used in the preparation of an Environmental Assessment and/or an Environmental Impact Statement pursuant to the National Environmental Policy Act. Comments are also used to determine the need for a public hearing and to determine the overall public interest of the proposed activity.

The decision whether to issue a permit will be based on an evaluation of the probable impact, including cumulative impacts, of the proposed activity on the public interest. That decision will reflect the national concern for both protection and utilization of important resources. The benefit which reasonably may be expected to accrue from the proposal must be balanced against its reasonably foreseeable detriments. The evaluation of the impact of this activity will include application of the guidelines promulgated by the Administrator, EPA, under authority of Section 404(b) of the Clean Water Act. All factors relevant to the proposal and the cumulative effects will be considered; among these are conservation, economics, aesthetics, general environmental concerns, wetlands, historic properties, fish and wildlife values, flood hazards, floodplain values, land use, navigation, shore erosion and accretion, recreation, water supply and conservation, water quality, energy needs, safety, food and fiber production, mineral needs, considerations of property ownership, and, in general, the needs and welfare of the people.

If the District Engineer determines that the project complies with the 404(b) (1) guidelines, he will grant the permit unless issuance would be contrary to the public interest.

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Any person may request a public hearing. The request must be submitted, in writing, to the District Engineer within 21 days of the date of this notice and must clearly set forth the reasons for holding a public hearing.

Patrick J. Dagon
Lieutenant Colonel, U.S. Army
District Commander

Enclosures:
Sheet 1 of 2 – Wetland Location Map
Sheet 2 of 2 – Wetland Impact Location Map

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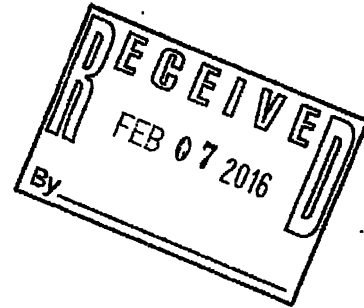
COLORADO

Department of Public
Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

February 4, 2016

SR Land, LLC
Attn: Jim Morley
20 Boulder Crescent, Ste. 201
Colorado Springs, CO 80903



Re: Section 401 Water Quality Certification
Colorado 401 Certification No.: 4378
US Corps of Engineers 404 Permit No.: SPA-2015-00428-SCO
Description: Construction of a residential development
Location: Latitude: 38.962389, Longitude -104.675084 in El Paso County,
Colorado
Watercourse: Sand Creek and tributaries, Arkansas River Basin, Segment
COARFO04 of Fountain Creek Sub-basin
Designation: Use Protected

Dear Mr. Morley:

The Colorado Department of Public Health and Environment (CDPHE), Water Quality Control Division (Division) has completed its review of the subject Clean Water Act (CWA) Section 404 Permit Application, and our preliminary determination with the issuance of the State of Colorado 401 Certification Public Notice (5 CCR 1002-82.5(B)). This segment is designated "Use Protected" thus no antidegradation review is required (5 CCR 1002-31.8(2)).

This letter shall serve as official notification that the Division is issuing "Regular Certification" in accordance with 5 CCR 1002-82.5(A)(2).

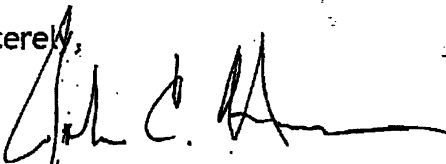
The 401 Certification issued by the Division pursuant to 5 CCR 1002-82.3(C) shall apply to both the construction and operation of the project for which a federal license or permit is required, and shall apply to the water quality impacts associated with the project. This certification does not constitute a relinquishment of the Division's authority as defined in the Colorado Water Quality Control Act, nor does it fulfill or waive any other local, state, or federal regulations.



February 4, 2016
SR Land, LLC
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If you have any questions or need additional information, please contact me at
(303) 692-3586.

Sincerely,

A handwritten signature in black ink, appearing to read "John C. Hranac". The signature is fluid and cursive, with a long horizontal stroke at the end.

John C. Hranac
Water Quality Assessor
Environmental Data Unit
Water Quality Control Division

Attachment

cc: US Army Corps of Engineers, Southern Colorado Regulatory Office
Applicant's Agent, Mr. Chris Haas - CORE Consultants, Inc.
File

Certification Requirements:

- (A) The following requirements shall apply to all certifications:
- (1) Authorized representatives from the Division shall be permitted to enter upon the site where the construction activity or operation of the project is taking place for purposes of inspection of compliance with BMPs and certification conditions.
 - (2) In the event of any changes in control or ownership of facilities where the construction activity or operation of the project is taking place, the successor shall be notified in writing by his predecessor of the existence of the BMPs and certification conditions. A copy of such notification shall be provided to the Division.
 - (3) If the permittee discovers that certification conditions are not being implemented as designed, or if there is an exceedance of water quality standards despite compliance with the certification conditions and there is reason to believe that the exceedance is caused, in whole or in part, by the project, the permittee shall verbally notify the Division of such failure or exceedance within two (2) working days of becoming aware of the same. Within ten (10) working days of such notification, the permittee shall provide to the Division, in writing, the following:
 - (a) In the case of the failure to comply with the certification conditions, a description of (i) the nature of such failure, (ii) any reasons for such failure, (iii) the period of non-compliance, and (iv) the measures to be taken to correct such failure to comply; and
 - (b) In the case of the exceedance of a water quality standard, (i) an explanation, to the extent known after reasonable investigation, of the relationship between the project and the exceedance, (ii) the identity of any other known contributions to the exceedance, and (iii) a proposal to modify the certification conditions so as to remedy the contribution of the project to the exceedance.
 - (4) Any anticipated change in discharge location and/or quantities associated with the project which may result in water quality impacts not considered in the original certification must be reported to the Division by submission of a written notice by the permittee prior to the change. If the change is determined to be significant, the permittee will be notified within ten days, and the change will be acknowledged and approved or disapproved.
 - (5) Any diversion from or bypass of facilities necessary to maintain compliance with the terms and conditions herein is prohibited, except (i) where unavoidable to prevent loss of life or severe property damage, or (ii) where excessive storm drainage or runoff would damage any facilities necessary for compliance with limitations and prohibitions herein. The Division shall be notified immediately in writing of each such diversion or bypass.

- (6) At least fifteen days prior to commencement of a project in a watercourse, which the Division has certified, or conditionally certified, the permittee shall notify the following:
- (a) Applicable local health departments;
 - (b) Owners or operators of municipal and domestic water treatment intakes which are located within twenty miles downstream from the site of the project; and
 - (c) Owners or operators of other intakes or diversions which are located within five miles downstream from the site of the project.

The permittee shall maintain a list of the persons and entities notified, including the date and form of notification.

- (7) Immediately upon discovery of any spill or other discharge to waters of the state not authorized by the applicable license or permit, the permittee shall notify the following:
- (a) Applicable local health departments;
 - (b) Owners or operators of municipal and domestic water treatment intakes which are located within twenty miles downstream from the site of the project; and
 - (c) Owners or operators of other intakes or diversions which are located within five miles downstream from the site of the project.

The permittee shall maintain a list of the persons and entities notified, including the date and form of notification.

- (8) Construction operations within watercourses and water bodies shall be restricted to only those project areas specified in the federal license or permit.
- (9) No construction equipment shall be operated below the existing water surface unless specifically authorized by the 401 certification issued by the Division.
- (10) Work should be carried out diligently and completed as soon as practicable. To the maximum extent practicable, discharges of dredged or fill material shall be restricted to those periods when impacts to designated uses are minimal.
- (11) The project shall incorporate provisions for operation, maintenance, and replacement of BMPs to assure compliance with the conditions identified in this section, and any other conditions placed in the permit or certification. All such provisions shall be identified and compiled in an operation and maintenance plan which will be retained by the project owner and available for inspection within a reasonable timeframe upon request by any authorized representative of the Division.

- (12) The use of chemicals during construction and operation shall be in accordance with the manufacturers' specifications. There shall be no excess application and introduction of chemicals into state waters.
- (13) All solids, sludges, dredged or stockpiled materials and all fuels, lubricants, or other toxic materials shall be controlled in a manner so as to prevent such materials from entering state waters.
- (14) All seed, mulching material and straw used in the project shall be state-certified weed-free.
- (15) Discharges of dredged or fill material in excess of that necessary to complete the project are not permitted.
- (16) Discharges to state waters not identified in the license or permit and not certified in accordance therewith are not allowed, subject to the terms of any 401 certification.
- (17) Except as otherwise provided pursuant to subsection 82.7(C), no discharge shall be allowed which causes non-attainment of a narrative water quality standard identified in the Basic Standards and Methodologies for Surface Waters, Regulation #31 (5 CCR 1002-31), including, but not limited to discharges of substances in amounts, concentrations or combinations which:
 - (a) Can settle to form bottom deposits detrimental to beneficial uses; or
 - (b) Form floating debris, scum, or other surface materials sufficient to harm existing beneficial uses; or
 - (c) Produce color, odor, or other conditions in such a degree as to create a nuisance or harm existing beneficial uses or impart any undesirable taste to significant edible aquatic species, or to the water; or
 - (d) Are harmful to the beneficial uses or toxic to humans, animals, plants, or aquatic life; or
 - (e) Produce a predominance of undesirable aquatic life; or
 - (f) Cause a film on the surface or produce a deposit on shorelines.

(B) Best Management Practices:

- (1) Best management practices are required for all projects for which Division certification is issued except for section 402 permits. Project applicants must select BMPs to be employed in their project. A listing and description of best management practices is located in Appendix I of Regulation No. 82: 401 Certification Regulation 5 CCR 1002-82.
- (2) All requests for certifications which require BMPs shall include a map of project location, a site plan, and a listing of the selected BMPs chosen for the project. At a minimum, each project must provide for the following:

- (a) Permanent erosion and sediment control measures that shall be installed at the earliest practicable time consistent with good construction practices and that shall be maintained and replaced as necessary throughout the life of the project.
- (b) Temporary erosion and sediment control measures that shall be coordinated with permanent measures to assure economical, effective, and continuous control throughout the construction phase and during the operation of the project.