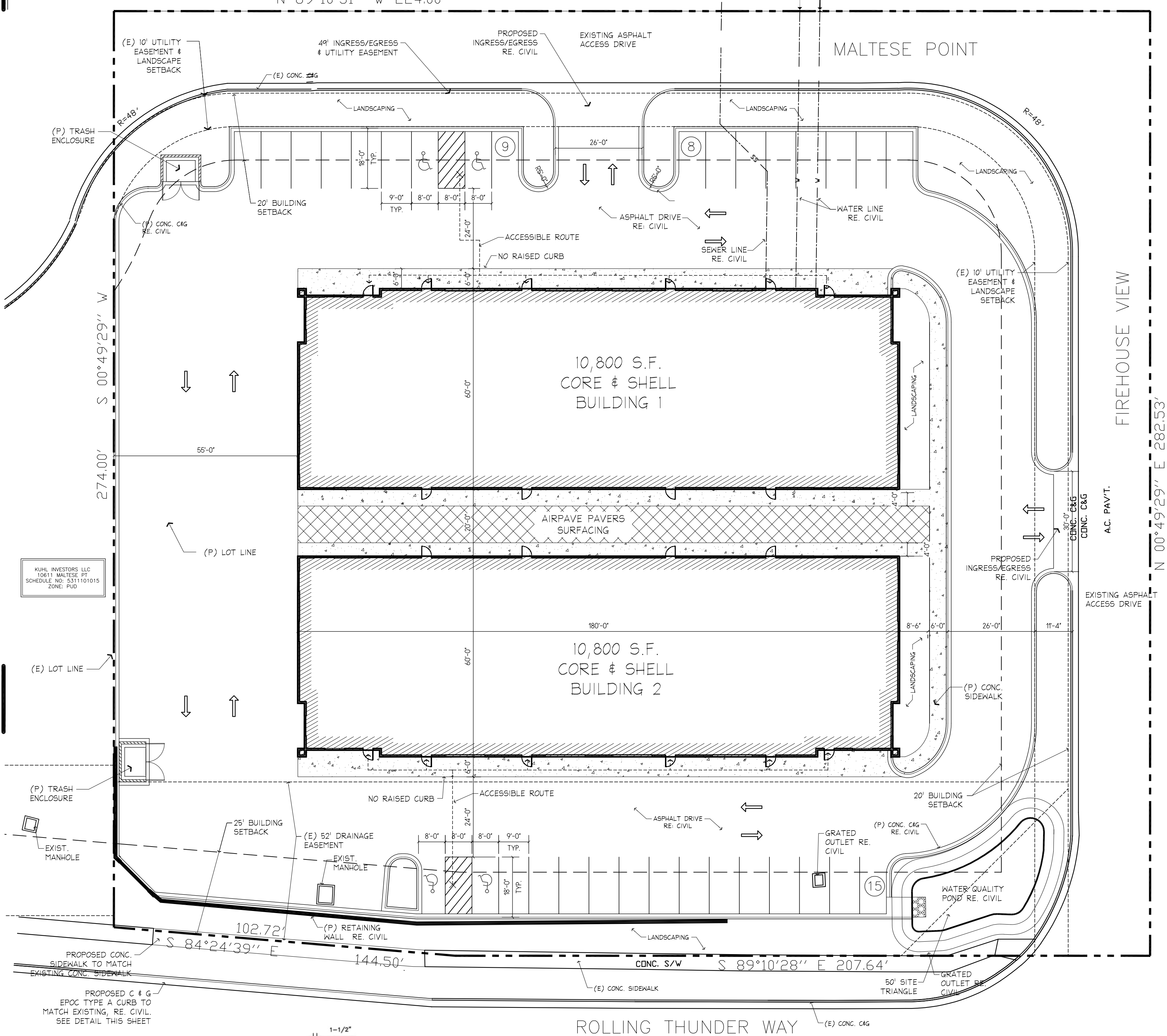


# MALTESE - ROLLING THUNDER LOT 11 PPR

N 89°10'31" W 224.00'



### SITE DATA

**SITE INFORMATION:**  
 PROJECT ADDRESS: LOT 11 ROLLING THUNDER BUSINESS PARK, 10659 MALTESE POINT, PEYTON, CO 80831  
 TAX SCHEDULE NO.: 5311101011  
 LEGAL DESCRIPTION: LOT 11 ROLLING THUNDER BUSINESS PARK BUSINESS PARK  
 PROJECT DESCRIPTION: NEW CONSTRUCTION OF TWO SINGLE STORY CORE & SHELL BUILDINGS FOR FUTURE OFFICE/WAREHOUSE USE  
 COUNTY ZONING: PUD (PLANNED UNIT DEVELOPMENT)  
 PUD GUIDELINES: PER PUD-08-002 & PUD AMENDMENT FILED UNDER RECEPTION #221165352  
 LOT AREA: 87,148 SF. (2 ACRES)  
 BLDG. SETBACKS: FRONT = 25', REAR = 25', SIDE = 0'  
 BUILDING HEIGHT: 22' (MAX. 30')  
 LOT COVERAGE: 24.8% (MAXIMUM 25% PER MAX. LOT COVERAGE LISTED PUD AMENDMENT FILED UNDER RECEPTION #221165352)

**IMPERVIOUS AREA CALC:**  
 TOTAL AREA TO BACK OF CURB = 73,430 SF.  
 PERVIOUS AREA = 13,320 SF.  
 IMPERVIOUS AREA = 82%

**PARKING:**  
 ESTIMATED PARKING REQUIRED: PROFESSIONAL OFFICE @ 1200, WAREHOUSE @ 11000

**10,800 SF. BUILDING 1:**  
 ESTIMATED OFFICE = 1400 SF. = 7 SPACES  
 ESTIMATED WAREHOUSE = 9400 SF. = 10 SPACES  
 TOTAL ESTIMATED PARKING REQUIRED = 17 SPACES

**10,800 SF. BUILDING 2:**  
 ESTIMATED OFFICE = 1000 SF. = 5 SPACES  
 ESTIMATED WAREHOUSE = 9800 SF. = 98 SPACES  
 TOTAL ESTIMATED PARKING REQUIRED = 15 SPACES

NOTE: OFFICE SPACE LISTED IS MAXIMUM BASED ON PARKING CALCULATIONS

TOTAL PARKING REQUIRED = 32 SPACES  
 TOTAL PARKING PROVIDED = 32 SPACES  
 ACCESSIBLE PARKING REQUIRED = 2 SPACE (PER 25-55 REQUIREMENT)

NOTE: PARKING TO CONFORM WITH EL PASO COUNTY LAND DEVELOPMENT CODE REQUIREMENTS

- ### GENERAL SITE NOTES
- THIS PROJECT IS LOCATED IN THE ROLLING THUNDER BUSINESS PARK PUD (PUD-08-002) & PUD AMENDMENT FILED UNDER RECEPTION #221165352
  - FIRE PROTECTION: FALCON FIRE DISTRICT
  - OWNERSHIP AND MAINTENANCE OF PRIVATE ROADS, PRIVATE DETENTION PONDS/PERMANENT WATER QUALITY BMPs AND DRAINAGE AREAS WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION (POA)
  - DEVELOPMENT OF THE PROPERTY SHALL BE IN ACCORDANCE WITH THE ROLLING THUNDER BUSINESS PARK PUD (PUD-08-002) & PUD AMENDMENT FILED UNDER RECEPTION #221165352. MODIFICATIONS SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THE EL PASO COUNTY LAND DEVELOPMENT CODE AS AMENDED.
  - PARKING LOT LIGHTING SHALL BE TWENTY FEET (20') MAXIMUM HEIGHT, ALL WALL PACK, UPWARD AND SIGN LIGHTING SHALL NOT IMPACT ADJACENT PROPERTIES.
  - SIGNS SHALL CONFORM TO SECTION 62.10 OF THE EL PASO COUNTY LAND DEVELOPMENT CODE AS AMENDED.
  - LANDSCAPING SHALL FOLLOW THE CONCEPT LANDSCAPE PLAN IN THE APPROVED PUD AND MEET THE EL PASO COUNTY LANDSCAPING REQUIREMENTS IN THE LAND DEVELOPMENT CODE AS AMENDED.
  - HANDICAPPED PARKING SPACE DESIGN SHALL MEET ALL COUNTY AND ADA CRITERIA:  
 A. RAMPS SHALL NOT BE PLACES IN HANDICAPPED ACCESS AISLE  
 B. H/C STALLS AND ACCESS ANGLES MAY NOT EXCEED A 2% SLOPE IN ANY DIRECTION, TYP.  
 C. HANDICAPPED RAMPS MAY NOT EXCEED A SLOPE OF 1:2  
 D. MINIMUM WIDTH FOR HANDICAPPED RAMPS IS 36 INCHES.
  - SITE IS NOT WITHIN A FEMA DESIGNATED FLOODPLAIN PER FLOOD MAP NUMBER 08041C0535G, EFFECTIVE ON 12/07/2018
  - THE PARTIES RESPONSIBLE FOR THIS PLAN HAVE FAMILIARIZED THEMSELVES WITH ALL CURRENT ACCESSIBILITY CRITERIA AND SPECIFICATIONS AND THE PROPOSED PLAN REFLECTS ALL SITE ELEMENTS REQUIRED BY THE APPLICABLE ADA DESIGN STANDARDS AND GUIDELINES AS PUBLISHED BY THE UNITED STATES DEPARTMENT OF JUSTICE. APPROVAL OF THIS PLAN BY EL PASO COUNTY DOES NOT ASSURE COMPLIANCE WITH THE ADA OR ANY REGULATIONS OR GUIDELINES ENACTED OR PROMULGATED UNDER OR WITH RESPECT TO SUCH LAWS.

### PROJECT TEAM

**OWNER:** JEFF WESSON, RUCKUS INVESTMENTS, LLC, 2041 MEADOWBROOK PKWY, COLORADO SPRINGS, CO 80951 (719) 660-8990

**PLANNER/CIVIL:** ERIK S. WATTS, AUTHORIZED REP, 614 ELKTON DR, COLORADO SPRINGS, CO 80907 (719) 593-0173

**ARCHITECT:** BUCHER DESIGN STUDIO, INC., BRIAN K. BUCHER, AIA, NCARB, 12325 ORACLE BLVD, SUITE 111, COLORADO SPRINGS, CO 80921 (719) 484-0480

**LANDSCAPE ARCHITECT:** HIGHER GROUND DESIGNS, INC., JOHN MACKAY, 5350 NORTH ACADEMY BLVD, SUITE 207, COLORADO SPRINGS, CO 80918 (719) 484-0480

**MEP ENGINEER:** MICHAEL CHIARTANO, P.E., SR. ENGINEER/ELECTRICAL, PSI LLC, 110 S. SIERRA MADRE, COLORADO SPRINGS, CO 80903 (719) 520-9279

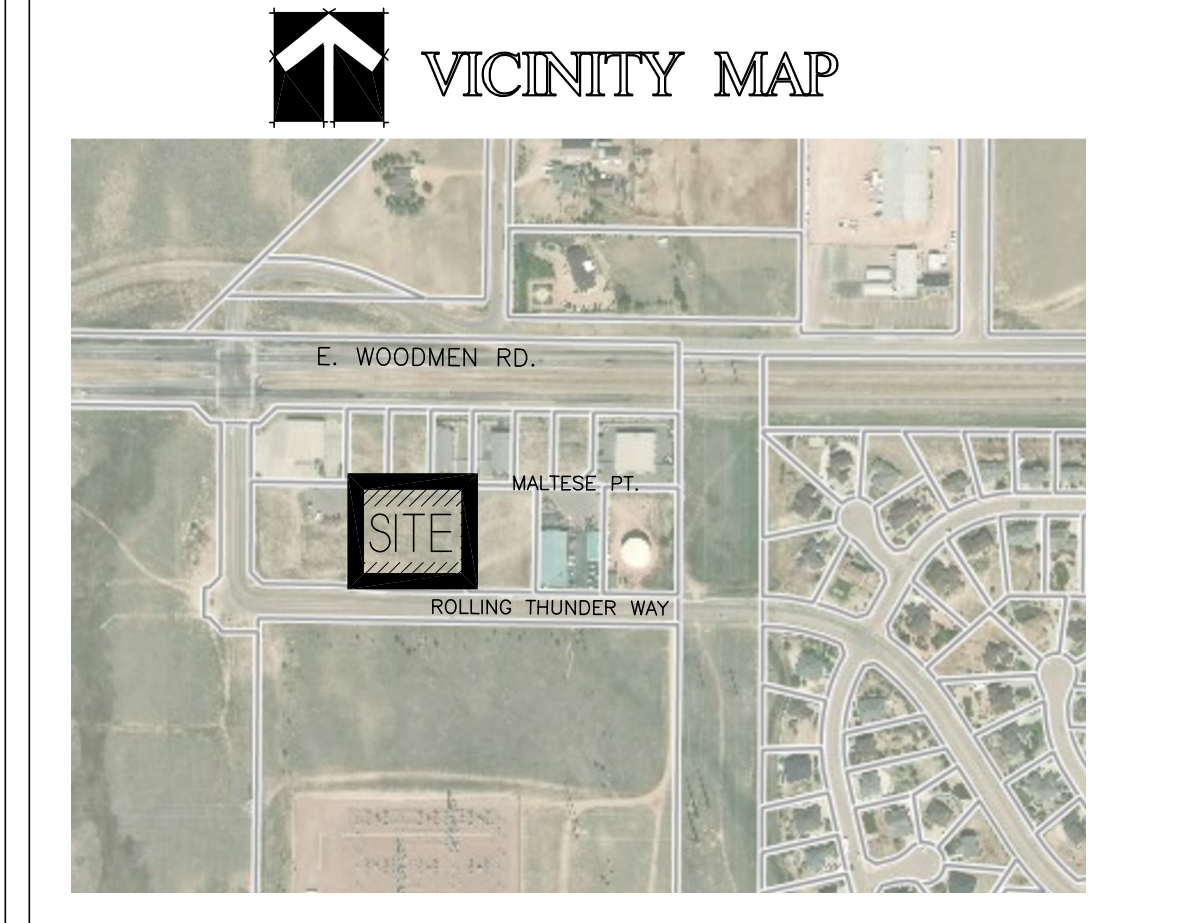
### DRAWING INDEX

SHT. #	DESCRIPTION
CS	SITE PLAN / COVER SHEET
-	GRADING PLAN
-	DRAINAGE PLAN
L11	LANDSCAPE PLAN
L12	LANDSCAPE DETAILS AND NOTES
L13	LANDSCAPE DETAILS AND NOTES
A-1	FLOOR PLAN
A-2	EXTERIOR ELEVATIONS

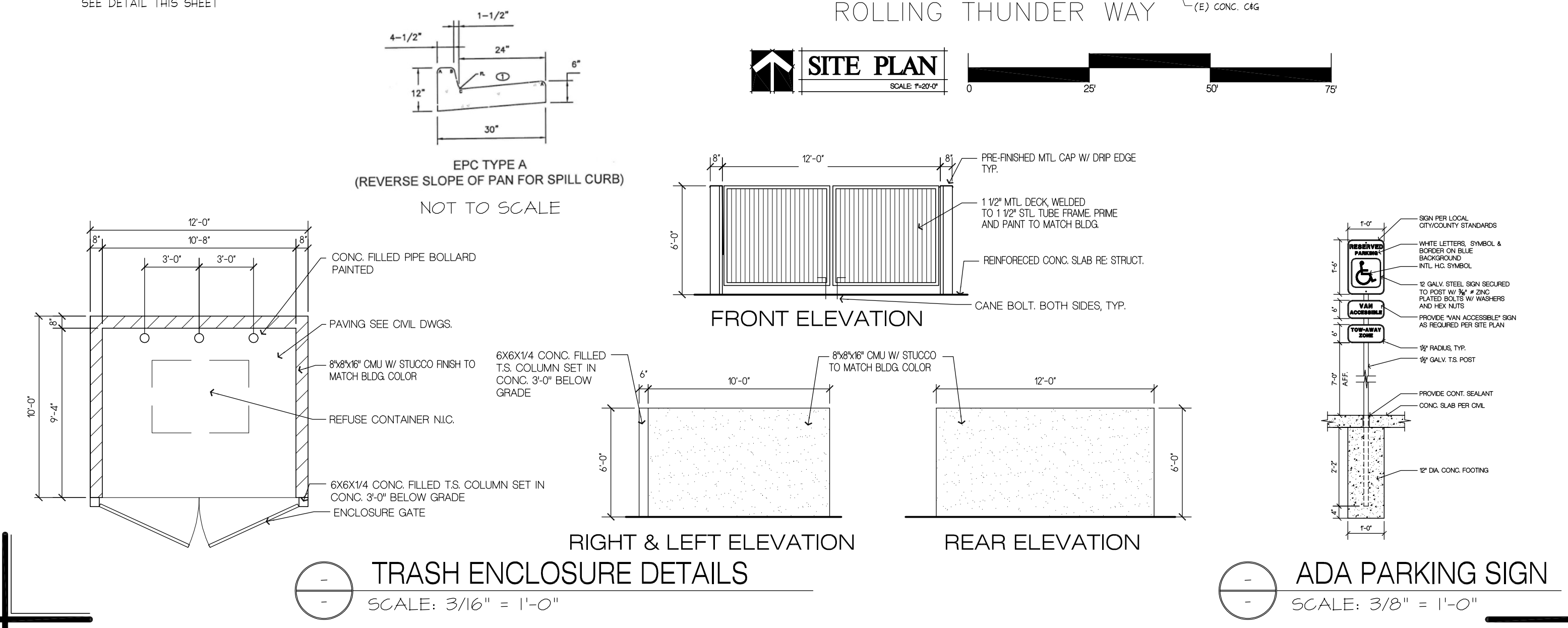
### PROJECT DATA

**PROJECT/CODE INFORMATION:**  
 JURISDICTION: EL PASO COUNTY PLANNING & COMMUNITY DEVELOPMENT  
 FUTURE OCCUPANCY: B/S-1  
 CONSTRUCTION TYPE: I-B  
 SPRINKLER SYSTEM: NO  
 ALLOWABLE AREA: 17,500 SF (BASED ON WORST CASE OCCUPANCY GROUP)  
 PROPOSED AREA: (2) 10,800 SF.  
 ALLOWABLE HEIGHT: 45' PER PUD DEVELOPMENT GUIDELINES  
 PROPOSED HEIGHT: 21'-7" - 1 STORY

**APPLICABLE CODES:**  
 2017 Pikes Peak Regional Building Code (PPRBC)  
 2015 INTERNATIONAL BUILDING CODE (IBC)  
 2014 NATIONAL ELECTRIC CODE (NEC)  
 2015 INTERNATIONAL PLUMBING CODE (IPC)  
 2015 INTERNATIONAL MECHANICAL CODE (IMC)  
 2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)  
 2009 ICC/ANSI 117.1 ACCESSIBILITY STANDARD  
 2015 INTERNATIONAL FIRE CODE (IFC)  
 EL PASO COUNTY LAND DEVELOPMENT CODE  
 ROLLING THUNDER BUSINESS PARK PUD (PUD-08-002)



City Name: PUD-08-002; Project Name: Maltese - Rolling Thunder Lot 11 PPR; Date: 06/15/22; 2:00pm



Copyright © 2018

12325 Oracle Blvd., Suite 111  
 Colorado Springs, CO 80921  
 (719) 484-0480

Brian K. Bucher, AIA  
 Architect  
 CO license no. C-4889  
 CA license no. C 23506

Approved  
 By: *Paula Kagan*  
 Planning Manager  
 Date: 01/10/2023  
 El Paso County Planning & Community Development

A PROPOSED  
 CORE & SHELL  
 FOR

RUCKUS  
 INVESTMENTS

10659 MALTESE POINT  
 PEYTON, CO

Sheet Title:  
**SITE PLAN/  
 COVER SHEET**

Drawing Status:  
**DEVELOPMENT  
 PLAN**  
 NOT FOR CONSTRUCTION

Revisions:  
 No. Description By Date

No.	Description	By	Date

All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by, and the property of BUCHER DESIGN STUDIO and were created, evolved and developed for use on, and in conjunction with, the specified project. None of such ideas, designs, arrangements or plans shall be used by, or disclosed to any person, firm or corporation for any purpose whatsoever without the written permission of BUCHER DESIGN STUDIO.

Date: 06/15/22

Drawn by:

Checked by:

Scale: AS NOTED

Job No.:

Sheet No.: **CS** Of

PCD PROJECT #PPR 21-024





---

## Letter of Intent

### RUCKUS INVESTMENTS – SITE DEVELOPMENT PLAN

**PROJECT ADDRESS:** 10659 MALTESE PT., Peyton, CO 80831 **Tax ID:** 5311101011

**PCD PROJECT #:** PPR 21-024

Attn:  
John Green, Project Manager  
El Paso County, Planning and Community Development  
2880 International Circle, Suite 110  
Colorado Springs, CO 80910

#### Existing and Proposed facilities

The project is located in the Rolling Thunder Business Park PUD (PUD-08-002) and Amendment to Falcon Highlands PUD filed under reception # 221165352.

This application proposes a new site development and (2) 10,800 S.F. commercial core and shell buildings on an 84,148 S.F. lot. The future uses for the buildings shall include office/warehouse uses which are listed in the approved PUD development plan and amendment previously mentioned.

The proposed site design, including landscaping, site lighting, and grading and proposed utilities have been carefully considered to conform to the approved, previously mentioned PUD guidelines and the current El Paso County Land Development Code.

Anticipate parking spaces for the two (currently core & shell) buildings are expected to require approximately 32 stalls, in which 32 stalls are provided. The parking capacity shall be calculated upon each future interior finish project. Parking is provided per section 6.2.5. of the current LDC.

The proposed lot coverage for the structures is 24.8%, which is below the maximum overall allowable lot coverage of 25% per the development requirements. The building height is calculated at 22ft above finished grade, which is below the maximum building set forth in the PUD guidelines.

The landscape design for 10659 Maltese Point meets the minimum code for El Paso County. There are three non-arterial streets surrounding the property with 24 trees required and provided. There are 32 parking spaces with three shade trees required and provided.

The internal landscape area is provided around the buildings and parking area exceeding the minimum area required. For the internal area 9 trees are required with 6 trees and 30 shrub substitutes provided. There are no landscape buffers required for this project. The plant material chosen for this design is drought tolerant and were selected from the approved El Paso County plant list.

There is no high-water grass sod provided on this site. There is a small amount of native grass seed located in the detention pond. All together this project will compliment the surrounding area and be a good example of xeric design.

---

Parking lighting shall be via low profile, full cut off light standards to minimize light pollution to neighboring properties. All exterior structure mounted lighting shall also be down casting and limited to levels required for safety and security.

The proposed development is expected to generate approximately 210 vehicle trips on the average weekday, with half entering and half exiting the site with approximately 32 trips occurring during the morning peak hour and 31 trips during the evening peak hour. No additional auxiliary lanes or other improvements are required for the proposed development.

The previously approved site generated Traffic estimated a total of 1,690 vehicle trips per day (*Rolling Thunder Business Park Updated Traffic Study, May 2008*) whereas the proposed buildings with this development, along with the previously approved uses (shopping center and brewery), and existing trips generated by the business park is projected to generate a total of 1,404 trips per day, less than what was originally estimated.

There are two proposed access points into the site with one onto Maltese Point and the other onto Firehouse View. Both accesses are full movement. The intersections of Maltese Point/Firehouse View and Rolling Thunder Way/Firehouse View are also full-movement with two-way stop control.

For more information, please see the Transportation Memorandum by LSC Transportation Consultants, INC. LSC#S214220, dated November 17, 2021.

The development is located within the Falcon Highlands Metropolitan District (FHMD, the District) service boundary. Falcon Highlands would be the water provider for this facility, which Woodmen Hills Metropolitan District (WHMD) would provide wastewater service (collection and treatment) for the facility.

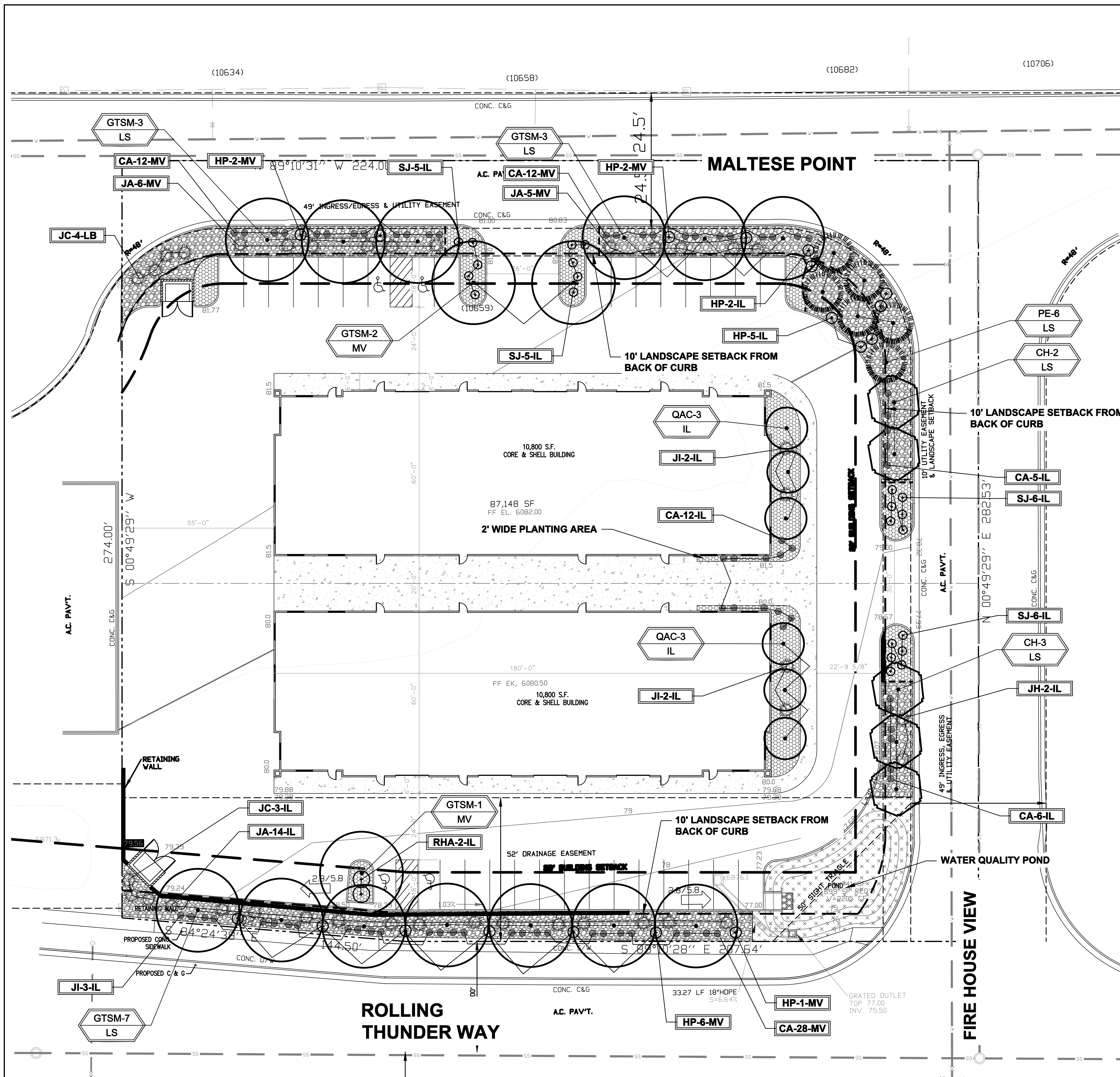
The expected Water Demands and Wastewater Loads have been calculated in the water resources report created by JDS-Hydro, dated January 2022. Based on this report, the total expected indoor & Irrigation Water demand is 2,667 Acre Foot per Year and the expected Wastewater Load is 1,944 gallons per day.

The report indicates that the FHMD has adequate water supply to meet the needs of the proposed building on a 300-year basis. Additionally, WHMD has adequate waster system and treatment capacity to provide waste water service to this proposed land use.

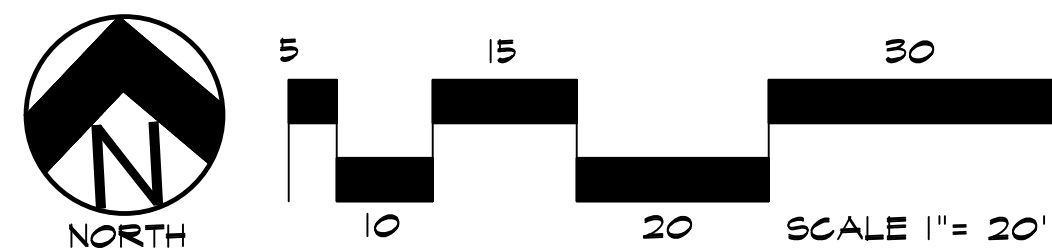
For more information, please refer to the previously mentioned report.

Regards,  
Nick Sallecchia  
Project Manager  
Bucher Design Studio, Inc.  
Ph: (719) 484-0480





# LANDSCAPE PLAN



**IRRIGATION SYSTEM DESCRIPTION NOTE**  
 AN UNDERGROUND IRRIGATION SYSTEM WITH SURFACE DRIP COMPONENTS WILL BE USED TO IRRIGATE ALL PLANT MATERIAL AS REQUIRED PER PLAN. IRRIGATION SYSTEM TO BE DESIGN/BUILD. AS-BUILT PLAN SHALL BE PROVIDED TO OWNER ONCE INSTALLATION IS COMPLETE AND APPROVED.



## CODE REQUIREMENTS

LANDSCAPE SETBACKS (LS)					
STREET NAME OR ZONE BOUNDARY (ELEV.)	STREET CLASSIFICATION	WIDTH (FT.) REQ./PROV.	LINEAR FOOTAGE	TREE/FEET REQUIRED	NO. OF TREES REQ./PROVIDED
MALTESE POINT	NON-ARTERIAL	10/10	261	1/30 FT	9/9
FIRE HOUSE VIEW	NON-ARTERIAL	10/10	251	1/30 FT	8/8
ROLLING THUNDER	NON-ARTERIAL	10/10	219	1/30 FT	7/7

MOTOR VEHICLE LOTS (MV)			
NO. OF VEHICLE SPACES PROVIDED	SHADE TREES (1/15 SPACES) REQ./PROV.	VEHICLE LOT FRONTAGE(S) ROLLING TH	2/3 LENGTH OF FRONTAGE (FT)
32	2/2		89 LF
MIN. 3' SCREENING PLANTS REQ./PROV.	EVERGREEN PLANTS REQ. 50%/PROV.		
18/18	9/9		

INTERNAL LANDSCAPING (IL)			
INTERNAL LANDSCAPE AREA INCLUDES ALL LANDSCAPE AREAS NOT INCLUDING SETBACKS, BUFFERS OR MOTOR VEHICLE ISLANDS.			
NET SITE AREA (SF) (LESS PUBLIC R.O.W.)	PERCENT MINIMUM INTERNAL AREA (5%)	INTERNAL AREA (SF) REQ./PROV.	INTERNAL TREES (1/500 SF) (EXCLUDING DRIVEWAYS)
87,148 SF	NON-RESIDENTIAL	4,356 SF/ 4,413 SF (REFER TO INTERNAL EXHIBIT)	9/6
SHRUB SUBSTITUTES REQ./PROV.	INTERNAL PLANT ABBR. DENOTED ON PLAN	PERCENT GROUND PLANE VEG. REQ./PROV.	
30/30	IL	50%/50%	

LANDSCAPE BUFFERS AND SCREENS (LB)				
STREET NAME OR PROPERTY LINE (ELEV.)	LINEAR FOOTAGE	SETBACK BUFFER REQ. / PROV.	BUFFER TREES (1/25') REQ./PROV.	EVERGREEN TREES (1/3) REQ./PROV.
NONE	0			

## PLANT SCHEDULE

Symbol	Abbr.	Quantity	Botanical Name	Common Name	Mature Width/Hght	Size
<b>EVERGREEN TREES:</b>						
	PE	6	Pinus edulis	Pinyon Pine	15'x15'	6' ht.
<b>DECIDUOUS TREES:</b>						
	GTSM	16	Gleditsia triacanthos 'Shademaster'	Shademaster Honeylocust	30'	1-1/2" cal.
	QAC	6	Quercus agrifolia 'Crimson Spire'	Crimson Spire Oak	15' x 45'	1-1/2" cal.
<b>EVERGREEN SHRUBS:</b>						
	JI	4	Juniperus sabiniana	Buffalo Juniper	6-8' x 12-18"	5 gal
	JA	25	Juniperus chinensis 'Armstrong'	Armstrong Juniper	3-4' x 3-4'	5 gal.
	JH	2	Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	3-5' x 8-10"	5 gal.
	JC	7	Juniperus scopulorum 'ColoGreen'	ColoGreen Juniper	6-8' x 12-15"	5 gal.
<b>DECIDUOUS SHRUBS:</b>						
	SJ	22	Spiraea japonica 'MeiJic Carpet'	MeiJic Carpet, Spiraea	1-2' x 1-2'	#1 CONT.
	HP	18	Hesperaloe parviflora	Red Yucca	2-4' / 2-4'	#1 CONT.
	RHA	2	Rhus aromatica 'Gro-low'	Sumac Gro-Low	5-7' x 2-3'	#1 CONT.
<b>ORNAMENTAL GRASSES:</b>						
	CA	75	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1-3' / 2-3'	#1 CONT.

NOTE: ALL QUANTITIES SHALL BE PER PLAN. LEGEND SF ARE FOR REFERENCE ONLY.

## GROUND COVER LEGEND

SYMBOL	DESCRIPTION	APPROX. SF
	Arkansas Tan Rock Cobble: 2-4" Diameter (with weed barrier)	6,590 SF
	Denver Granite Rock: 3/4" Diameter, 3" DEPTH (with weed barrier)	2,783 SF
	Irrigated Seed: See Notes for seed mix 'A'	1,862 SF
	4-8" Dia. Arkansas Tan Cobble	

NOTE: ALL QUANTITIES SHALL BE PER PLAN. LEGEND SF ARE FOR REFERENCE ONLY.

## GRADE NOTE

GRADE SHALL BE ESTABLISHED BASED ON GRADING PLAN BY OTHERS, AND FOR LANDSCAPE MATERIALS PER PLAN. FINAL SOIL GRADE FOR 5-12" DIAMETER ROCK AREAS SHALL BE 4" BELOW TOP OF SIDEWALK/CURB/PAVING. AT ALL OTHER ROCK AREAS GRADE SHALL BE 3" BELOW SIDEWALK/CURB. AT SOIL/SEED AREAS GRADE SHALL BE 1" BELOW TOP OF SIDEWALK/CURB.

## UTILITIES NOTE

VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. CALL 811 FOR UTILITY LOCATES. TREE TRUNK PLACEMENT SHALL BE 8" MINIMUM DISTANCE FROM ANY GAS OR ELECTRIC AND 10' FROM GAS MAINS RATED AT 150PSI. FOR SANITARY SEWER AND WATER MAINLINES TREES SHALL NOT BE LOCATED WITHIN EASEMENTS AND WITHIN 15' OF ANY MAINLINE. ANY CONFLICT BETWEEN TREE LOCATIONS AND UTILITIES SHOWN ON PLANS SHALL BE RESOLVED WITH GENERAL CONTRACTOR PRIOR TO PLANTING. ALL ELECTRICAL VAULTS AND TRANSFORMERS SHALL BE KEPT CLEAR FROM PLANT MATERIAL PER COLORADO SPRINGS UTILITIES GUIDELINES "LANDSCAPING AROUND ELECTRICAL EQUIPMENT". SEE COLORADO SPRINGS UTILITIES CONSTRUCTION STANDARD DRAWINGS 16-302 FOR SPECIFIC CLEARANCE REQUIREMENTS. ALL SHRUBS TO BE LOCATED 3' CLEAR OF ALL FIRE HYDRANTS AT MATURE SIZE.

## DOCUMENT NOTE

IRRESPECTIVE OF ANY OTHER TERM IN THIS DOCUMENT, LANDSCAPE ARCHITECT SHALL NOT CONTROL OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SCHEDULES, SEQUENCES OR PROCEDURES, OR FOR CONSTRUCTION SAFETY OR ANY OTHER RELATED PROGRAMS, OR FOR ANOTHER PARTIES' ERRORS OR OMISSIONS OR FOR ANOTHER PARTIES FAILURE TO COMPLETE THEIR WORK OR SERVICES IN ACCORDANCE WITH LANDSCAPE ARCHITECT'S DOCUMENTS.

**HIGHER GROUND DESIGNS, INC.**  
 LANDSCAPE ARCHITECTURE, PLANNING & IRRIGATION DESIGN  
 5350 NORTH ACADEMY BLVD., STE. 207  
 COLORADO SPRINGS, CO 80918  
 Phone 719-477-1648  
 Fax 719-586-1122



10659 MALTESE POINT  
 ROLLING THUNDER BUSINESS PARK - LOT 11  
 EL PASO COUNTY, COLORADO  
 PREPARED FOR:  
 THESE DRAWINGS ARE THE PROPERTY OF HIGHER GROUND DESIGNS, INC. AND SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE AUTHORIZATION BY HIGHER GROUND DESIGNS, INC.

NOT FOR CONSTRUCTION	JOB NUMBER	977-21
	REVISIONS	
	7-28-21	PER COMMENTS
	8-9-21	PER COMMENTS
ORIGINAL DATE	3-31-21	
DRAWN BY	LANDSCAPE PLAN	
SHEET NO.	L1.1	



## GENERAL SITE NOTES

- CONTRACTOR RESPONSIBLE FOR COORDINATING AND INSTALLING ALL SLEEVING REQUIRED FOR LANDSCAPE AND IRRIGATION CONSTRUCTION. COORDINATE WITH GENERAL CONTRACTOR. ALL PLANTING AREAS SHALL RECEIVE SLEEVING. REFER TO PLANTING PLAN FOR ADDITIONAL INFORMATION.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES, AS SHOWN ON THESE PLANS, IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR ALL APPLICABLE AGENCIES.
- ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH IN LOCAL CITY STANDARDS AND SPECIFICATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. ALL WORK SHALL BE INSPECTED AND APPROVED BY THE APPROPRIATE GOVERNING AGENCIES.
- THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED CONSTRUCTION DOCUMENTS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON-SITE AT ALL TIMES.
- ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS TRACKED FROM THE SITE.
- THE CONTRACTOR SHALL PROTECT ALL SITE ELEMENTS DURING CONSTRUCTION INCLUDING, BUT NOT LIMITED TO: CONCRETE FLATWORK, CURB & GUTTER, PAVING, SIGNS, TREES, UTILITIES, ETC. ANY DAMAGE TO INFRASTRUCTURE SHALL BE RESPONSIBILITY OF CONTRACTOR TO REPAIR AND/OR REPLACE IN EQUAL OR BETTER CONDITION. ANY DAMAGE SHALL BE DOCUMENTED THE DAY IT OCCURS AND REPORTED TO THE CLIENT WITHIN 12 HOURS. COORDINATE WITH GENERAL CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR SUBMITTING LANDSCAPE AND IRRIGATION SUBMITTALS TO OWNER FOR APPROVAL PRIOR TO START OF ANY WORK.

## MAINTENANCE NOTE

### ON-GOING MAINTENANCE DURING CONSTRUCTION:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ON-GOING MAINTENANCE OF ALL COMPLETED LANDSCAPE AND IRRIGATION WORK AS DEFINED UNDER CONTRACT WITH OWNER.

BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING AND CONTINUE UNTIL LANDSCAPE WORK IS COMPLETED, ACCEPTED BY OWNER, AND IF REQUESTED A FORMAL MAINTENANCE PERIOD IS INITIATED. MAINTAIN LAWNS BY WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING AND OTHER OPERATIONS SUCH AS ROLLING, REGARDING, REPLANTING AS REQUIRED THROUGH CONSTRUCTION PERIOD. REMULCH WITH NEW MULCH IN AREAS WHERE MULCH HAS BEEN DISTURBED BY CONSTRUCTION OPERATIONS SUFFICIENTLY TO NULLIFY ITS PURPOSE. CONTRACTOR SHALL REPAIR SEEDED AREAS DAMAGED BY TRAFFIC AND/OR VANDALISM DURING THE CONSTRUCTION PERIOD.

IF THE IRRIGATION SYSTEM IS NOT AVAILABLE FOR PROPER WATERING AT THE TIME OF INSTALLATION, PROVIDE AND MAINTAIN TEMPORARY PIPING, HOSES, AND LAWN WATERING EQUIPMENT AS REQUIRED TO CONVEY WATER FROM SOURCES AND TO KEEP THE LAWN AREAS UNIFORMLY MOIST AS REQUIRED FOR PROPER GROWTH. FAILURE OF THE IRRIGATION SYSTEM SHALL NOT RELIEVE THE INSTALLER OF THE RESPONSIBILITY TO PROVIDE THE REQUIRED WATER. COORDINATE WITH OWNER.

### ONE-YEAR WARRANTY

AS AGREED WITH OWNER, CONTRACTOR SHALL PROVIDE ONE-YEAR WARRANTY ON ALL PLANT MATERIAL, GRASSES AND IRRIGATION SYSTEM. REPLACEMENT OF DEAD, DISEASED OR SUBSTANTIALLY DAMAGED PLANT MATERIALS SHALL BE OF THE SAME OR SIMILAR TYPE AS SET FORTH IN THE LANDSCAPE PLAN. REPLACEMENT SHALL BE MADE IN A TIME PERIOD NOT EXCEEDING 15 DAYS. PLANT MATERIAL NEEDING REPLACEMENT DURING WINTER MONTHS SHALL BE REPLACED AT THE START OF THE NEXT GROWING SEASON.

THE OWNER OF THIS PROPERTY AND ANY FUTURE OWNERS SHALL BE RESPONSIBLE FOR THE PROPER LANDSCAPE AND IRRIGATION SYSTEM MAINTENANCE OF THIS SITE AND ANY RIGHT-OF-WAY AREAS BETWEEN THE CURB AND PROPERTY BOUNDARIES OF THIS SITE. MAINTENANCE OF THIS INCLUDES, BUT IS NOT LIMITED TO, IRRIGATION INSPECTIONS AND ADJUSTMENTS, IRRIGATION SYSTEM SHUT DOWN AND START UP, IRRIGATION LEAK REPAIR, LANDSCAPE WEEDING, MOWING, SEEDING, FERTILIZING, WOOD MULCH AND ROCK ADDITIONS, PRUNING AND PLANT MATERIAL REPLACEMENTS. ALL MAINTENANCE SHALL BE DONE IN ACCORDANCE WITH THE ALCC SPECIFICATIONS HANDBOOK REV EDITION 2007. OWNER SHOULD CONTACT LANDSCAPE CONTRACTOR OR LANDSCAPE ARCHITECT REGARDING ANY QUESTIONS RELATING TO THE LANDSCAPE OR IRRIGATION SYSTEM.

## SOIL PREP NOTES

SOIL PREPARATION FOR UNDISTURBED OR COMPACTED PLANTING AREAS:

- IF UNDISTURBED RIP EXISTING SOIL TO A DEPTH OF NINE (9) INCHES MINIMUM IN ONE DIRECTION USING AN AGRICULTURAL RIPPER WITH TINES SPACED NO FURTHER THAN EIGHTEEN (18) INCHES APART OR TILL TO 6" DEPTH. AREAS ADJACENT TO WALKS, STRUCTURES, CURBS, ETC., WHERE THE USE OF LARGE MECHANICAL EQUIPMENT IS DIFFICULT SHALL BE WORKED WITH SMALLER EQUIPMENT OR BY HAND.
- REMOVE ALL RUBBLE, STONES AND EXTRANEIOUS MATERIAL OVER TWO (2) INCHES IN DIAMETER FROM THE SITE.

## SEEDING NOTES

SEED MIX 'A': NATIVE SEED TO BE PAWNEE BUTTES SEED COMPANY (OR APPROVED EQUAL) - "PRAIRIE WETLAND MIX". SEED TO BE APPLIED AT 4LBS/1,000 SF USING DRILL SEED PROCESS OR HYDRO-SEED PROCESS. SOIL SHALL BE AMENDED BREW-GRO BIOCOMP CLASS 1 (OR APPROVED EQUAL) AT 2 C.Y./1000 SF TILLED INTO TOP 4-6" OF SOIL PRIOR TO SEEDING. CONTACT PAWNEE BUTTES FOR CURRENT SEED MIX.

DEPENDING ON WEATHER, SEED SHALL BE INSTALLED WITHIN THE FOLLOWING TIME FRAMES: SEPTEMBER 1 UNTIL CONSISTENT GROUND FREEZE FOR SPRING ESTABLISHMENT (DORMANT SEEDING); SPRING THAW UNTIL JUNE 1 FOR SPRING AND SUMMER ESTABLISHMENT (ACTIVE SEEDING).

FOR HYDRO-SEEDING ALL SEEDED AREAS SHALL RECEIVE NOT LESS THAN 1 TON PER ACRE (2000 LBS) OF VIRGIN WOOD CELLULOSE HYDRO-MULCH AND 100 LBS PER ACRE OF ORGANIC TACKIFIER.

SEEDED LANDSCAPE AREAS SHALL HAVE NO BARE AREAS LARGER THAN SIX (6) SQUARE INCHES 15 DAYS AFTER GERMINATION.

DRILL SEEDING: SEEDING EQUIPMENT USED FOR APPLYING SEED MIXTURES SHALL BE DESIGNED, MODIFIED OR EQUIPPED TO REGULATE THE APPLICATION RATE AND PLANTING DEPTH OF THE SEED MIXTURE. SEED SHALL BE UNIFORMLY DISTRIBUTED IN THE DRILL HOPPER DURING THE DRILLING OPERATION. A RANGELAND DRILL CAPABLE OF MIXING DIFFERENT SIZES AND WEIGHTS OF SEEDS SHALL BE USED. THE DRILL SHALL BE EQUIPPED WITH DOUBLE DISK FURROW OPENERS, DEPTH BANDS, PRESS WHEELS OR DRAG CHAINS.

THE SEED SHALL BE DRILLED APPROXIMATELY  $\frac{3}{8}$ " INCH BELOW THE SOIL SURFACE. HALF OF THE TOTAL RATE OF SEED APPLICATION SHALL BE DRILLED IN 1 DIRECTION, WITH THE REMAINDER OF THE SEED RATE DRILLED AT 90 DEGREES FROM THE FIRST DIRECTION. DO NOT DRILL OR SOW SEED DURING HIGH WINDS OR WHEN THE GROUND IS FROZEN OR OTHERWISE UNABLE TO BE WORKED.

ALL SEEDED AREAS LESS THAN 3:1 SHALL RECEIVE NO LESS THAN 2 TONS PER ACRE (400 LBS) OF CERTIFIED WEED FREE STRAW MULCH. STRAW MULCH SHALL BE APPLIED IN A UNIFORM MANNER BY MULCH SPREADER OR BY HAND. STRAW MULCH SHALL BE CRIMPED OR ANCHORED INTO THE SEEDBED IMMEDIATELY FOLLOWING SPREADING BY USING A MULCH TILLER (CRIMPER). MULCH TILLERS SHALL HAVE ROUND, NOTCHED-BLADES SPACED 8-INCHES APART (MIN.) AND SHALL HAVE SUFFICIENT WEIGHT TO FORCE THE VEGETATIVE MULCH A MINIMUM DEPTH OF 3-INCHES INTO THE SOIL. ALL MULCH TILLING SHALL BE DONE PERPENDICULAR TO THE FLOW-LINE OF THE SLOPE (ALONG CONTOURS). HAND CRIMPING SHALL BE PERFORMED ON AREAS WHERE MECHANICAL METHODS CANNOT BE USED.

MULCH SHALL BE APPLIED TO SEEDED AREAS (INCLUDING DAMP GROUND) WITHIN 24 HOURS FOLLOWING THE COMPLETION OF SEEDING OPERATIONS FOR THE AREA. MULCHING SHALL NOT BE PERFORMED DURING ADVERSE WEATHER CONDITIONS OR WHEN WIND PREVENTS UNIFORM DISTRIBUTION. APPLICATION SHALL BE IN A MANNER TO NOT SERIOUSLY DISTURB THE SEEDBED SURFACE.

## NATIVE GRASS MANAGEMENT NOTE

### ON-GOING MAINTENANCE RECOMMENDATIONS FOR NATIVE GRASS

WELL ESTABLISHED SEEDED LAWN SHALL BE A HEALTHY, WELL-ROOTED, EVEN-COLORED, AND FREE OF WEEDS, BARE AREAS, AND SURFACE IRREGULARITIES.

THE MATURE HEIGHT OF NATIVE GRASS IS EXPECTED TO BE MAINTAINED AT ABOUT 6" HIGH AND MOWED TO 3" ONCE ANNUALLY IN THE LATE WINTER OR EARLY SPRING, AND IRRIGATED ON REDUCED WATER SCHEDULE.

THE SUCCESS OF PERMANENT NATIVE GRASS SEEDING CAN RARELY BE EVALUATED ACCURATELY PRIOR TO THE END OF ITS SECOND FULL GROWING SEASON. SEEDING SUCCESS DEPENDS UPON CONTROL OF WEED COMPETITION DURING THE FIRST TWO GROWING SEASONS. IN ADDITION, THE SITE SHOULD BE MONITORED ANNUALLY FOR UNDESIRABLE PLANT SPECIES.

THE SITE SHOULD BE MONITORED FOR UNDESIRABLE PLANT SPECIES. IF WEED CONTROL NEEDS TO BE PERFORMED DURING THE FIRST YEAR OF PLANT GROWTH, UTILIZE ONE OF TWO METHODS. REGARDLESS OF WHICH METHOD OF WEED CONTROL IS USED, COMPLETE BEFORE FLOWERING OF WEED SEED HEADS. SINCE WEED SPECIES MAY DEVELOP MATURE SEED HEADS AT DIFFERENT TIME OF THE GROWING SEASON, WEED CONTROL EFFORTS WILL BE REQUIRED.

- HAND PULL NOXIOUS WEEDS, REMOVING AS MUCH OF THE ROOT SYSTEM AS POSSIBLE.
- USE WEED EATERS TO SELECTIVELY CUT OFF THE SEED HEADS OF NOXIOUS WEEDS. USE SELECTIVE BROADLEAF HERBICIDE SUCH AS 2-4-D WITH A BACKPACK SPRAYER OR WICK APPLICATOR. BE CAREFUL NOT TO APPLY HERBICIDE ON MORE THAN ONE SQUARE FOOT IN ANY GIVEN AREA. CONTRACTOR TO NOTIFY OWNER'S AUTHORIZED REPRESENTATIVE OF ANY SUSPECTED SOIL PROBLEMS AT THE END OF THE FIRST GROWING SEASON. BROADBAND APPLICATIONS OF HERBICIDE CAN BE COMPLETED AFTER NATIVE GRASS SPECIES REACH MATURE HEIGHT.

## LAYOUT NOTE

CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL LANDSCAPE SHOWN ON THIS PLAN. ANY DEVIATIONS FROM THIS PLAN ARE TO BE APPROVED BY OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT. DEVIATIONS FROM THE APPROVED PLAN MAY REQUIRE APPROVAL BY EL PASO COUNTY AND OWNER REPRESENTATIVE.

## INSTALLATION NOTES

REMOVE EXISTING TREES, DEBRIS AND WEEDS FROM SITE PRIOR TO CONSTRUCTION (AS SHOWN PER PLAN).

LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE SITE DURING CONSTRUCTION. WEEDS AND TRASH SHALL BE REMOVED DAILY AS REQUIRED.

EXISTING TOPSOIL TO BE STOCKPILED ON-SITE AND USED DURING CONSTRUCTION TO ESTABLISH GRADES WITHIN LANDSCAPE AREAS AS SHOWN PER PLAN.

CONTRACTOR SHALL REFER TO ASSOCIATED LANDSCAPE CONTRACTORS OF COLORADO HANDBOOK (ALCC) , 2007 REVISED EDITION FOR ALL CONSTRUCTION FOR THIS SITE. CONTACT OWNER/LANDSCAPE ARCHITECT FOR QUESTIONS.

QUANTITIES SHOWN IN PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL PLANT MATERIAL PER PLAN. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL THEFTS OR DAMAGE TO PLANT MATERIAL ONCE PLANT MATERIAL IS DELIVERED TO JOB SITE.

LANDSCAPE ARCHITECT SHALL HAVE OPPORTUNITY TO INSPECT AND APPROVE ALL TREES AND ALL 1-15 GALLON MATERIAL AT JOB SITE PRIOR TO PLANTING, INCLUDING PLACEMENT INSPECTION.

ALL EDGING SEPARATING GRASS AND ROCK/MULCH AREAS TO BE GREEN PRO-STEEL OR APPROVED EQUAL. EDGING TO BE EXPOSED 1/2" +/- ABOVE FINISHED GRADES. INSTALL PER MANUFACTURE RECOMMENDATIONS. NO EDGING BETWEEN ROCK MULCHES.

ALL ROCK COVER AREAS ONLY TO BE PREPARED WITH LANDSCAPE FABRIC WITH STAPLES AT 5' O.C. FABRIC SEAMS TO BE OVERLAPPED 6" MIN. AND SECURED WITH STAPLES.

GROUND COVER SHALL BE CONTINUOUS UNDER ALL SHRUBS THROUGHOUT PROJECT SITE.

TREES AND SHRUBS TO RECEIVE ORGANIC MULCH PER DETAILS, INCLUDING ROCK AREAS-SEE DETAILS. ORGANIC MULCH TO BE 'CASCADE SHREDDED CEDAR' WITH NO LANDSCAPE FABRIC AND 4" DEPTH.

DO NOT PLANT SHRUBS OR TREES OF INCOMPATIBLE WATER REQUIREMENTS IMMEDIATELY ADJACENT TO ONE ANOTHER.

PLANT BACKFILL SHALL BE 70% NATIVE ON-SITE SOIL, AND 30% BREW-GRO BIOCOMP CLASS 1 (OR CITY APPROVED EQUAL)

A REPRESENTATIVE SAMPLE OF THE BOTANICAL NAME TAGS, FURNISHED BY THE NURSERY STOCK PROVIDER SHALL REMAIN ATTACHED TO THE PLANTS UNTIL FINAL INSPECTION.

LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF STORM DRAINAGE FROM ADJACENT LANDSCAPE AREAS OR BUILDING DOWNSPOUTS WILL ADVERSELY AFFECT LANDSCAPED AREAS PER THE PLAN.

DECORATIVE BOULDERS SHALL BE BURIED 1/3 BELOW GRADE AND SHALL NOT OBSTRUCT VEHICULAR SIGHTLINES IF APPLICABLE.

PRIOR TO INSTALLING PLANTS OR GROUND COVER BROADCAST PREEN WEED PRE-EMERGENT IN ALL PLANTING AREAS PER MANUFACTURE RECOMMENDATIONS. [WWW.PREEN.COM](http://WWW.PREEN.COM)

## UTILITIES NOTE

VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. CALL 811 FOR UTILITY LOCATES. TREE TRUNK PLACEMENT SHALL BE 8" MINIMUM DISTANCE FROM ANY GAS OR ELECTRIC AND 10' FROM GAS MAINS RATED AT 150PSI. FOR SANITARY SEWER AND WATER MAINLINES TREES SHALL NOT BE LOCATED WITHIN EASEMENTS AND WITHIN 15' OF ANY MAINLINE. ANY CONFLICT BETWEEN TREE LOCATIONS AND UTILITIES SHOWN ON PLANS SHALL BE RESOLVED WITH GENERAL CONTRACTOR PRIOR TO PLANTING. ALL ELECTRICAL VAULTS AND TRANSFORMERS SHALL BE KEPT CLEAR FROM PLANT MATERIAL PER COLORADO SPRINGS UTILITIES GUIDELINES "LANDSCAPING AROUND ELECTRICAL EQUIPMENT". SEE COLORADO SPRINGS UTILITIES CONSTRUCTION STANDARD DRAWINGS 16-302 FOR SPECIFIC CLEARANCE REQUIREMENTS. ALL SHRUBS TO BE LOCATED 3' CLEAR OF ALL FIRE HYDRANTS AT MATURE SIZE.

## DOCUMENT NOTE

IRRESPECTIVE OF ANY OTHER TERM IN THIS DOCUMENT, LANDSCAPE ARCHITECT SHALL NOT CONTROL OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SCHEDULES, SEQUENCES OR PROCEDURES, OR FOR CONSTRUCTION SAFETY OR ANY OTHER RELATED PROGRAMS, OR FOR ANOTHER PARTIES' ERRORS OR OMISSIONS OR FOR ANOTHER PARTIES FAILURE TO COMPLETE THEIR WORK OR SERVICES IN ACCORDANCE WITH LANDSCAPE ARCHITECT'S DOCUMENTS.

NOT FOR CONSTRUCTION

JOB NUMBER  
**977-21**

REVISIONS	DATE	PER	COMMENTS
7-28-21		PER	COMMENTS
8-9-21		PER	COMMENTS

ORIGINAL DATE  
**3-31-21**

DRAWN BY  
DESCRIPTION  
**DETAILS AND NOTES**

SHEET NO.  
**L1.2**

10659 MALTESE POINT  
ROLLING THUNDER BUSINESS PARK - LOT 11  
EL PASO COUNTY, COLORADO

PREPARED FOR:  
THESE DRAWINGS ARE THE PROPERTY OF HIGHER GROUND DESIGNS, INC. AND SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE AUTHORIZATION BY HIGHER GROUND DESIGNS, INC.

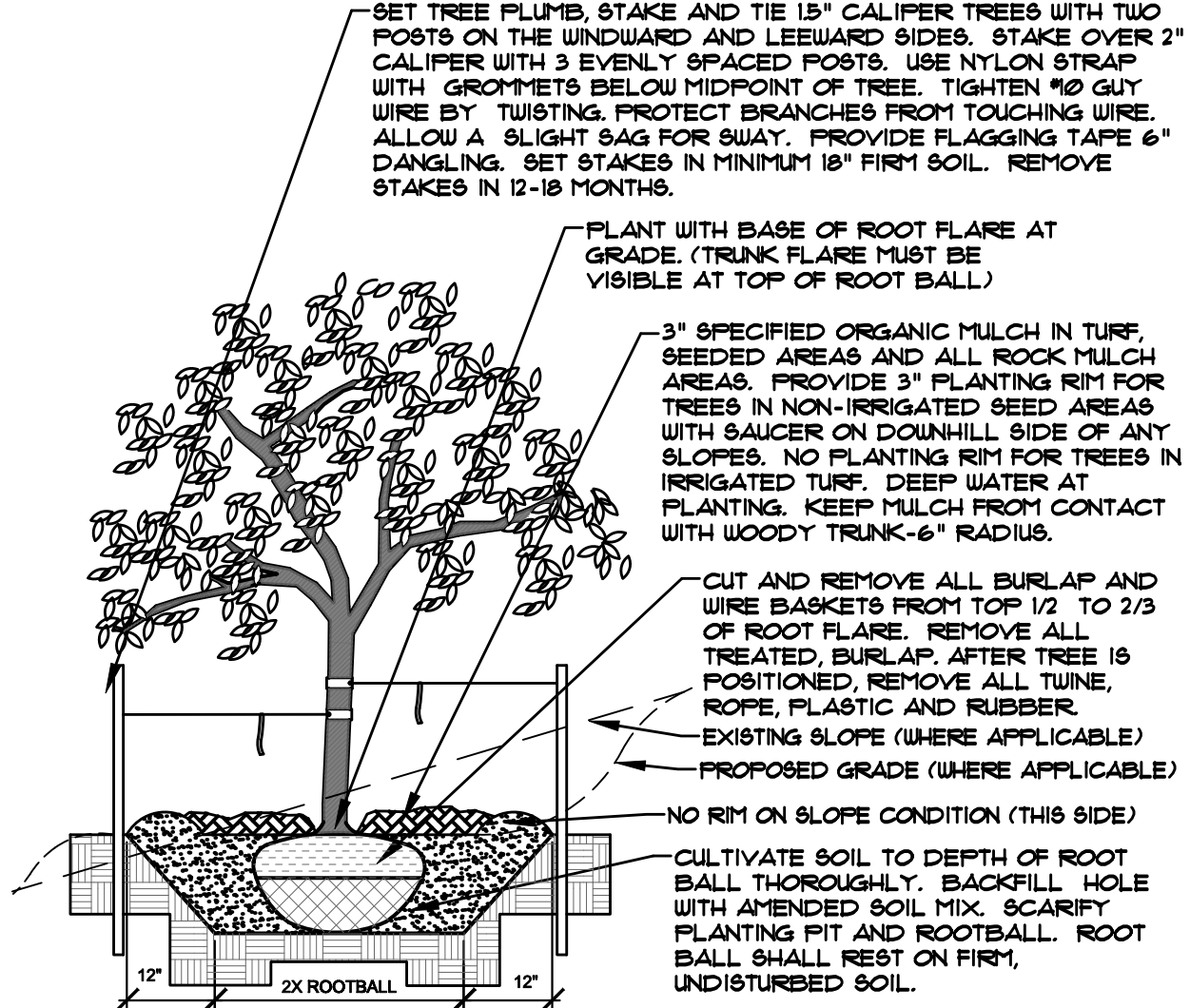
**HIGHER GROUND DESIGNS, INC.**  
LANDSCAPE ARCHITECTURE, PLANNING & IRRIGATION DESIGN

5350 NORTH ACADEMY BLVD., STE. 207  
COLORADO SPRINGS, CO 80918  
Phone 719-477-1648  
Fax 719-586-1122



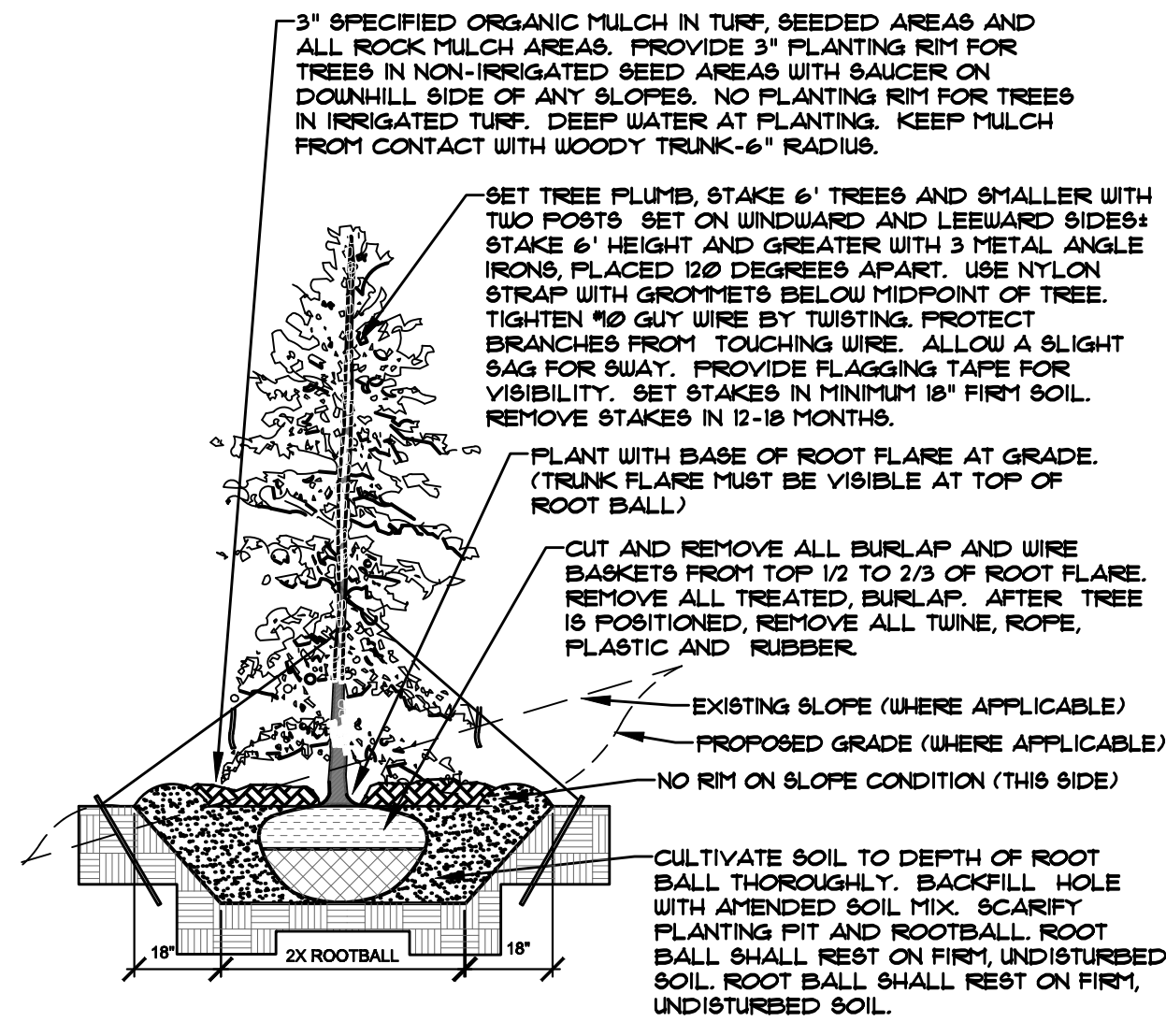


- NOTES:
- MARK NORTH SIDE OF TREE AT NURSERY AND ALIGN TREE TO NORTH WHEN PLANTING.
  - DO NOT REMOVE OR CUT LEADER.
  - PRUNE ONLY DEAD, BROKEN, CROSSING, OR LEAK BRANCHES (OR NARROW CROTCHES) IMMEDIATELY PRIOR TO PLANTING. DO NOT REMOVE TERMINAL BUDS THAT EXTEND TO TREE CROWN.
  - NO STRUCTURAL PRUNING OF TREE UNTIL AFTER ESTABLISHMENT PERIOD (2 GROWING SEASONS).
  - REMOVE ANY DOUBLE LEADER UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.
  - KEEP PLANTS MOIST AND SHADED UNTIL PLANTING. AVOID FALL PLANTING IF POSSIBLE.
  - AMENDED BACKFILL SHALL BE 10% SOIL FROM PLANTING PIT AND 30% ORGANIC MATERIAL.
  - FOR ROOT BIND (CONTAINER PLANTS ONLY) AT BOTTOM OF BALL SPLIT ROOT BALL VERTICALLY FROM BOTTOM HALFWAY TO TOP. SPREAD THE TWO HALVES OVER A MOUND OF SOIL IN PLANTING PIT.
  - FOR POT BOUND PLANTS ONLY: MAKE 4-5 VERTICAL CUTS IN ROOT BALL 1" DEEP. PLANT IMMEDIATELY.
  - CONTAINER PLANTS ONLY.
  - COORDINATE WITH CITY FORESTRY FOR CURRENT INSECT & DISEASE RECOMMENDATIONS PRIOR TO PLANTING.



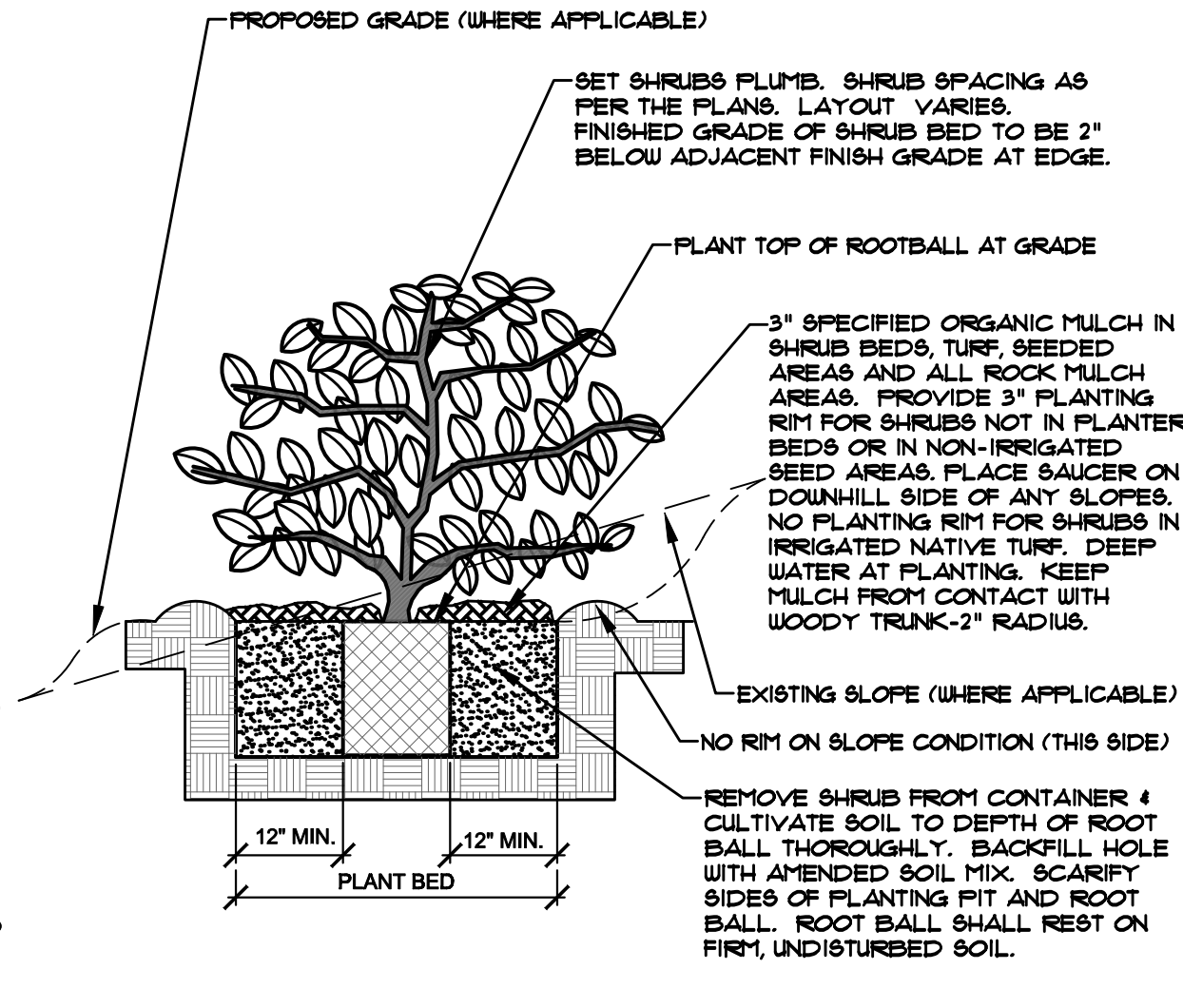
**A** DECIDUOUS TREE PLANTING DETAIL  
NOT TO SCALE

- NOTES:
- MARK NORTH SIDE OF TREE AT NURSERY AND ALIGN TREE TO NORTH WHEN PLANTING.
  - DO NOT REMOVE OR CUT LEADER.
  - PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.
  - REMOVE ANY DOUBLE LEADER UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.
  - KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
  - AVOID FALL PLANTING IF POSSIBLE.
  - AMENDED BACKFILL SHALL BE 10% SOIL FROM PLANTING PIT AND 30% ORGANIC MATERIAL.
  - PINE AND SPRUCE TREES TO BE SPRAYED FOR IPS BARK BEETLE PRIOR TO PLANTING.
  - (SEE CONIFEROUS TREE NOTE ON PLANTING NOTES SHEET)

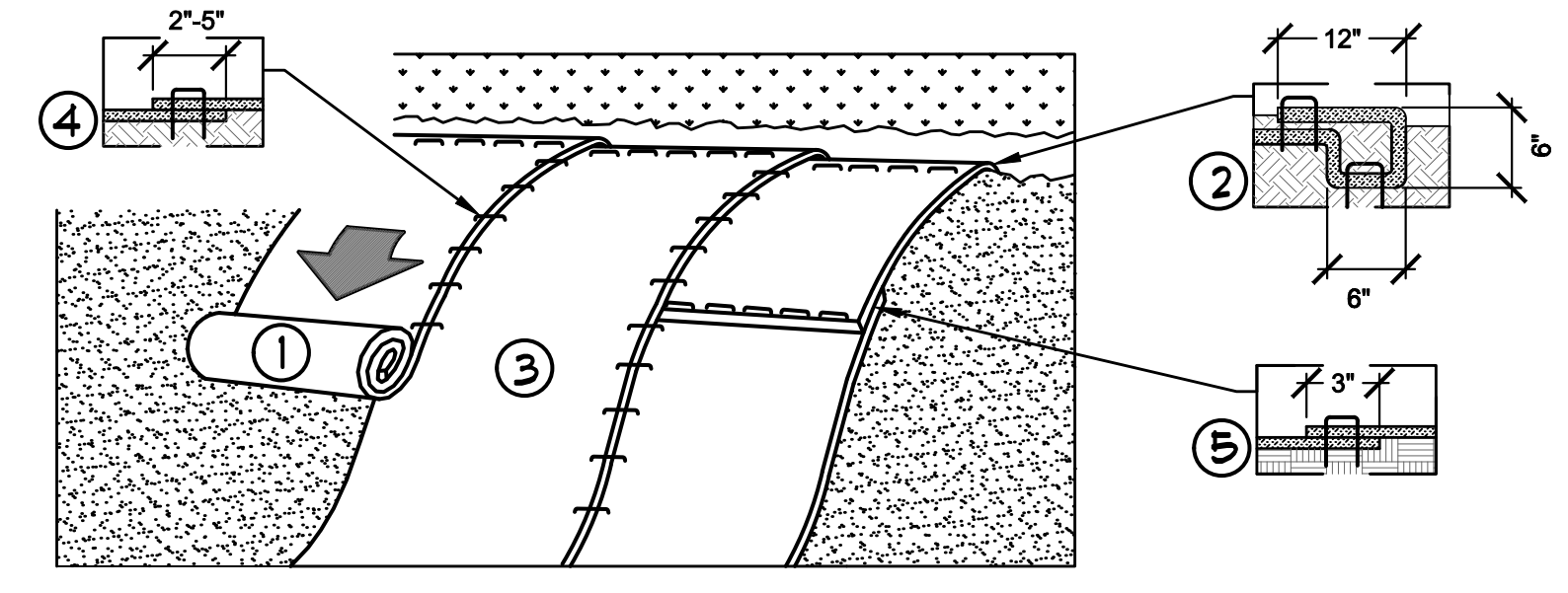


**B** EVERGREEN TREE PLANTING DETAIL  
NOT TO SCALE

- NOTES:
- PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.
  - KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
  - DO NOT FERTILIZE FOR AT LEAST ONE GROWING SEASON.
  - AMENDED BACKFILL SHALL BE 10% SOIL FROM PLANTING PIT AND 30% ORGANIC MATERIAL.
  - FOR ROOT BIND (CONTAINER PLANTS ONLY) AT BOTTOM OF BALL SPLIT ROOT BALL VERTICALLY FROM BOTTOM HALFWAY TO TOP. SPREAD THE TWO HALVES OVER A MOUND OF SOIL IN PLANTING PIT.
  - FOR POT BOUND PLANTS ONLY: MAKE 4-5 VERTICAL CUTS IN ROOT BALL 1" DEEP. PLANT IMMEDIATELY.

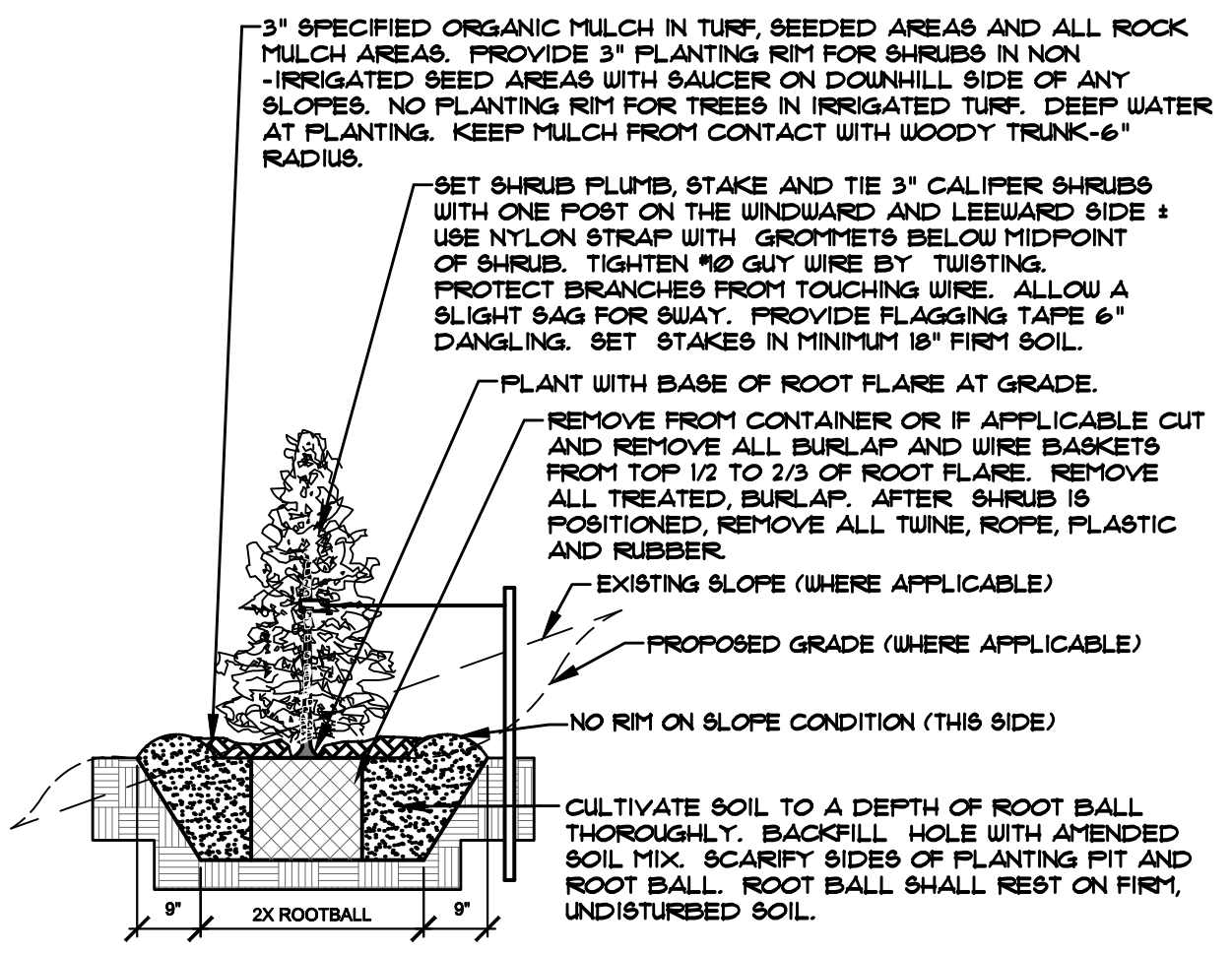


**C** SHRUB PLANTING DETAIL  
NOT TO SCALE

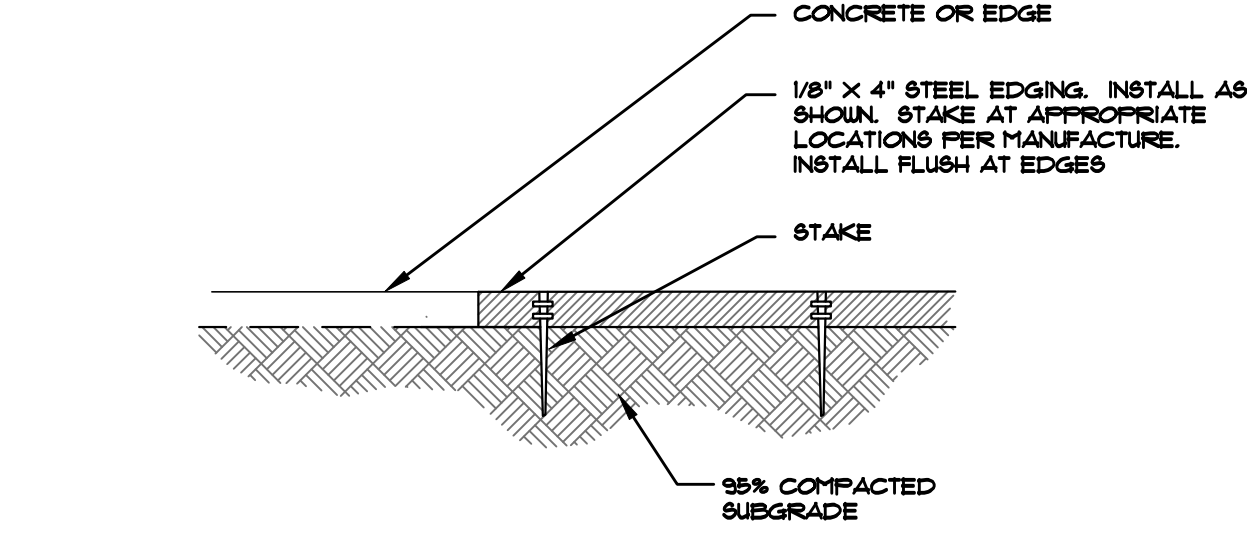


- E** EROSION CONTROL  
NTS
- PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP'S), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.  
NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
  - BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECP'S IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30 CM) OF RECP'S EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECP'S WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF RECP'S BACK OVER SEED AND COMPACTED SOIL. SECURE RECP'S OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE RECP'S.
  - ROLL THE RECP'S (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. RECP'S WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECP'S MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
  - THE EDGES OF PARALLEL RECP'S MUST BE STAPLED WITH APPROXIMATELY 2" - 5" (5 CM - 12.5 CM) OVERLAP DEPENDING ON RECP'S TYPE.
  - CONSECUTIVE RECP'S SPUN DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE RECP'S WIDTH.  
NOTE: IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECP'S.

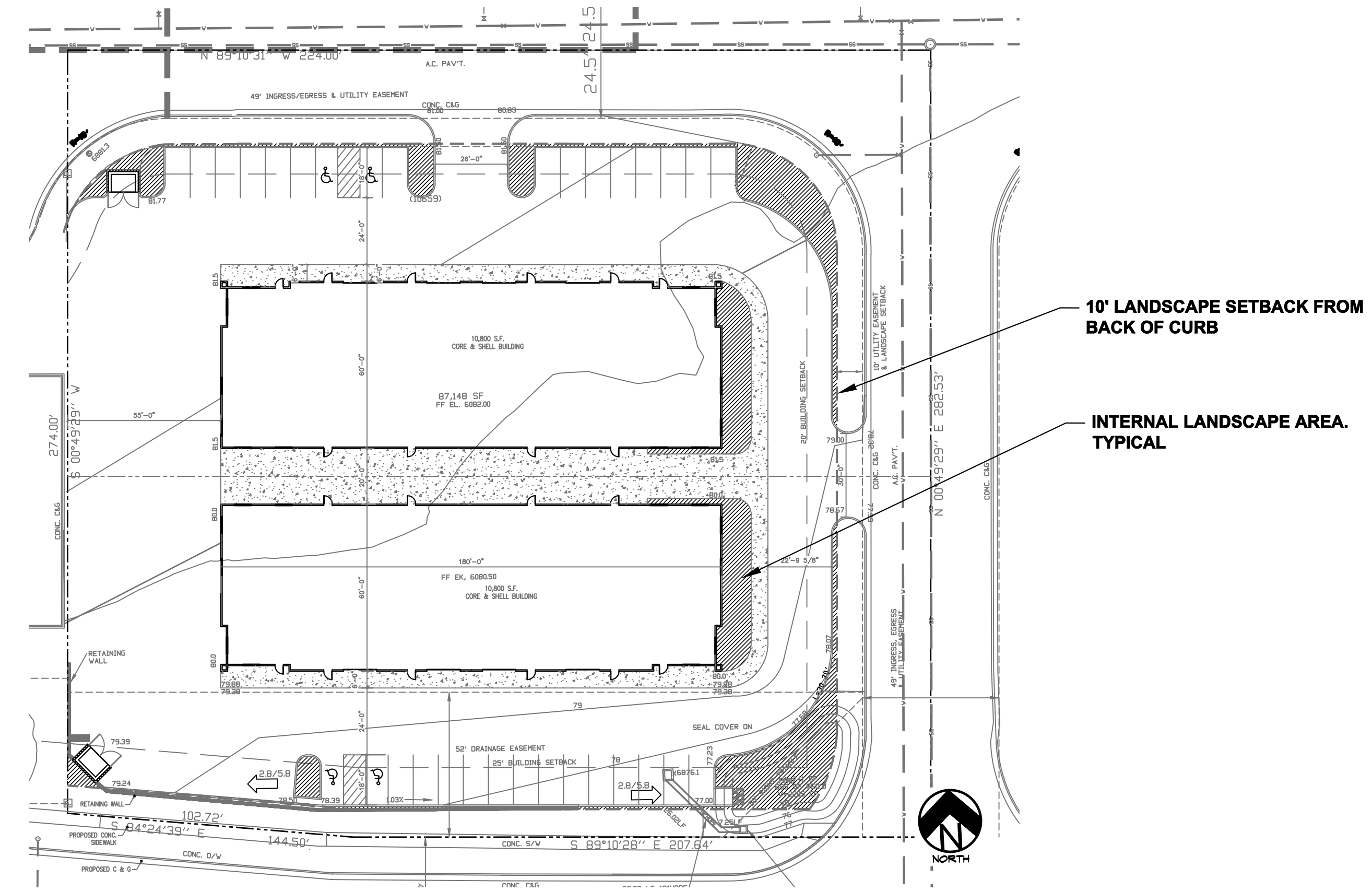
- NOTES:
- DO NOT REMOVE OR CUT LEADER.
  - PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.
  - REMOVE ANY DOUBLE LEADER UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.
  - KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
  - AVOID FALL PLANTING IF POSSIBLE.
  - AMENDED BACKFILL SHALL BE 10% SOIL FROM PLANTING PIT AND 30% ORGANIC MATERIAL.
  - FOR ROOT BIND (CONTAINER PLANTS ONLY) AT BOTTOM OF BALL SPLIT ROOT BALL VERTICALLY FROM BOTTOM HALFWAY TO TOP. SPREAD THE TWO HALVES OVER A MOUND OF SOIL IN PLANTING PIT.
  - FOR POT BOUND PLANTS ONLY: MAKE 4-5 VERTICAL CUTS IN ROOT BALL 1" DEEP. PLANT IMMEDIATELY.
  - CONTAINER PLANTS ONLY.



**D** UPRIGHT EVERGREEN SHRUB PLANTING DETAIL  
NOT TO SCALE



**F** MULCH/ROCK SECTION  
NOT TO SCALE



**INTERNAL LANDSCAPE AREA**

**UTILITIES NOTE**

VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. CALL 811 FOR UTILITY LOCATES. TREE TRUNK PLACEMENT SHALL BE 8" MINIMUM DISTANCE FROM ANY GAS OR ELECTRIC AND 10" FROM GAS MAINS RATED AT 150PSI. FOR SANITARY SEWER AND WATER MAINLINES TREES SHALL NOT BE LOCATED WITHIN EASEMENTS AND WITHIN 15' OF ANY MAINLINE. ANY CONFLICT BETWEEN TREE LOCATIONS AND UTILITIES SHOWN ON PLANS SHALL BE RESOLVED WITH GENERAL CONTRACTOR PRIOR TO PLANTING. ALL ELECTRICAL VAULTS AND TRANSFORMERS SHALL BE KEPT CLEAR FROM PLANT MATERIAL PER COLORADO SPRINGS UTILITIES GUIDELINES "LANDSCAPING AROUND ELECTRICAL EQUIPMENT". SEE COLORADO SPRINGS UTILITIES CONSTRUCTION STANDARD DRAWINGS 18-302 FOR SPECIFIC CLEARANCE REQUIREMENTS. ALL SHRUBS TO BE LOCATED 3' CLEAR OF ALL FIRE HYDRANTS AT MATURE SIZE.

**DOCUMENT NOTE**

IRRESPECTIVE OF ANY OTHER TERM IN THIS DOCUMENT, LANDSCAPE ARCHITECT SHALL NOT CONTROL, OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SCHEDULES, SEQUENCES OR PROCEDURES, OR FOR CONSTRUCTION SAFETY OR ANY OTHER RELATED PROGRAMS, OR FOR ANOTHER PARTIES' ERRORS OR OMISSIONS OR FOR ANOTHER PARTIES' FAILURE TO COMPLETE THEIR WORK OR SERVICES IN ACCORDANCE WITH LANDSCAPE ARCHITECT'S DOCUMENTS.

<b>NOT FOR CONSTRUCTION</b>	JOB NUMBER	977-21
	REVISIONS	
	7-28-21	PER COMMENTS
	8-9-21	PER COMMENTS
ORIGINAL DATE	3-31-21	
DRAWN BY		
DESCRIPTION	DETAILS AND NOTES	
SHEET NO.	L1.3	

**HIGHER GROUND DESIGNS, INC.**  
LANDSCAPE ARCHITECTURE, PLANNING & IRRIGATION DESIGN  
5350 NORTH ACADEMY BLVD., STE. 207  
COLORADO SPRINGS, CO 80916  
Phone 719-477-1648  
Fax 719-586-1122

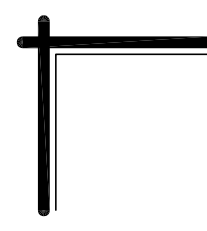


10659 MALTESE POINT  
ROLLING THUNDER BUSINESS PARK - LOT 11  
EL PASO COUNTY, COLORADO

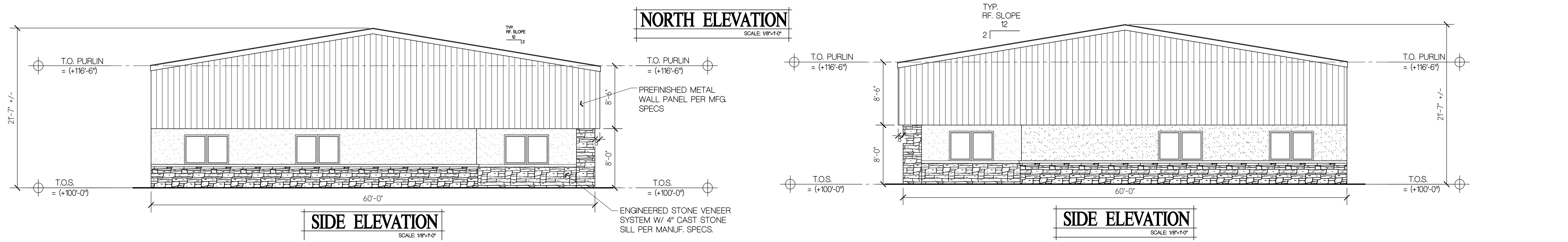
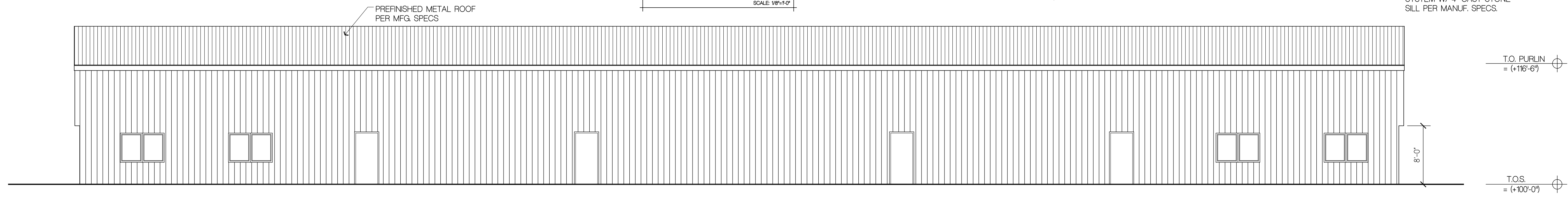
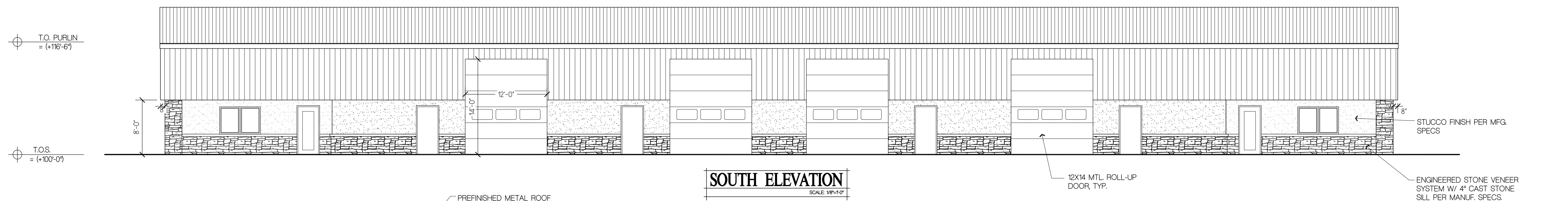
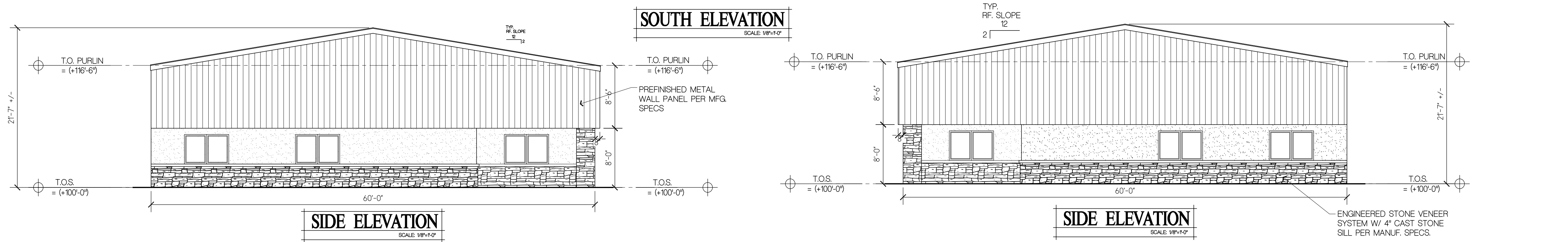
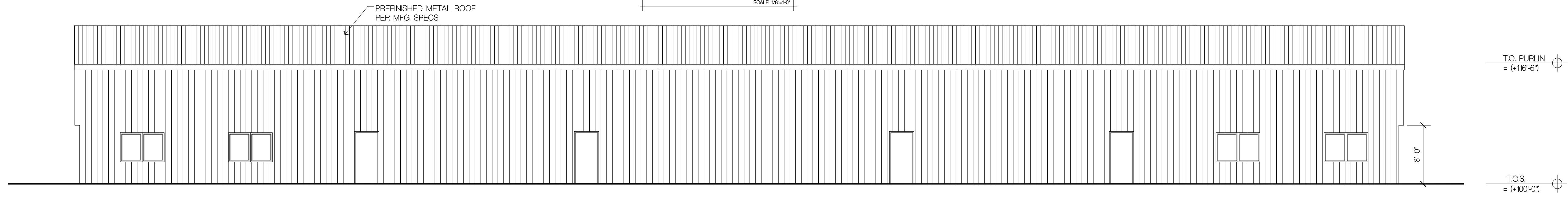
THESE DRAWINGS ARE THE PROPERTY OF HIGHER GROUND DESIGNS, INC. AND SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE AUTHORIZATION BY HIGHER GROUND DESIGNS, INC.

PREPARED FOR:





BUILDING 1



Copyright © 2018



BUCHER DESIGN STUDIO  
architecture • planning

12325 Oracle Blvd., Suite 111  
Colorado Springs, CO 80921  
(719) 484-0480

Brian K. Bucher, AIA  
Architect  
CO license no. C-4889  
CA license no. C 23506

A PROPOSED CORE & SHELL FOR

RUCKUS INVESTMENTS

10659 MALTESE POINT  
PEYTON, CO

Sheet Title:  
EXTERIOR ELEVATIONS

Drawing Status:  
DEVELOPMENT PLAN  
NOT FOR CONSTRUCTION

Revisions:  
No. Description By Date

No.	Description	By	Date

All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by, and the property of BUCHER DESIGN STUDIO and were created, evolved and developed for use on, and in conjunction with, the specified project. None of such ideas, designs, arrangements or plans shall be used by, or disclosed to any person, firm or corporation for any purpose whatsoever without the written permission of BUCHER DESIGN STUDIO.

Date: 04/21/21  
Drawn by:

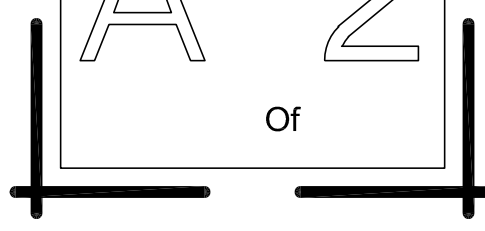
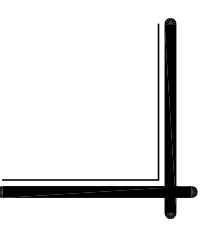
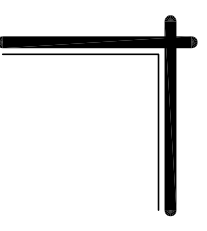
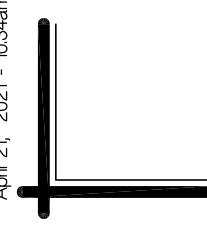
Checked by:

Scale: AS NOTED

Job No.:

Sheet No.:  
A-2  
Of

City Name: Colorado-Investments-Ruckus-Investments-ADWG  
April 21, 2021 - 10:34am





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

This PRIVATE DETENTION BASIN / STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (Board or County) and RUCKUS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY (Owner). The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

A. WHEREAS, Owner is the owner of certain real estate, LOT 11, ROLLING THUNDER BUSINESS PARK in El Paso County, Colorado, which Property is legally described in Exhibit A attached hereto and incorporated herein by this reference; and

B. WHEREAS, Owner desires to develop on the Property a land use to be known as LOT 11, ROLLING THUNDER BUSINESS PARK; and

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

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

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

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

G. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions,



which basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control; and

H. WHEREAS, Owner desires to improve for the land use one existing detention basin/stormwater quality BMP(s) (“detention basin/BMP(s)”) as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County’s MS4 Permit, and to operate, clean, maintain and repair such detention basin/BMP(s); and

I. WHEREAS, Owner desires to improve the detention basin/BMP(s) on property that is legally described in Exhibit A; and

J. WHEREAS, Owner shall be charged with the duties of constructing, operating, maintaining and repairing the detention basin/BMP(s) on the Property described in Exhibit A; and

K. WHEREAS, it is the County’s experience that subdivision developers and property owners historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs, and that these detention basins/BMPs, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and

L. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers and property owners have failed in their responsibilities, and therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to so clean, maintain and repair the detention basin/BMP(s) serving this land use due to the Owner’s failure to meet its obligations to do the same; and

M. WHEREAS, the County conditions approval of this land use on the Owner’s promise to so construct the detention basin/BMP(s), and conditions approval on the Owner’s promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin/BMP(s) serving this Property; and

N. WHEREAS, the County could condition land use approval on the Owner’s promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Owner’s promises contained herein; and

O. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this land use upon the Owner’s grant herein of a perpetual Easement over the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s).

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

3. Construction: Owner shall construct improvements to the existing detention basin/BMP(s) on that the Property described in Exhibit A attached hereto and incorporated herein by this reference,. Owner shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the PCD. Owner shall complete construction of the detention basin/BMP(s) in substantial compliance with the County-approved plans and specifications for the detention basin/BMP(s). Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin/BMP(s) shall be substantially completed within one (1) year (defined as 365 days), which one year period will commence to run on the date the Erosion and Stormwater Quality Control Permit (ESQCP) is issued. Rough grading of the detention basin/BMP(s) must be completed and inspected by the PCD prior to commencing road construction.

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project and shall have the right to seek reimbursement from the Owner and its successors and assigns, for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the Provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

4. Maintenance: The Owner agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), and otherwise keep the same in good repair, all at its own cost and expense. No trees or shrubs that will impair the structural integrity of the detention basin/BMP(s) shall be planted or allowed to grow on the detention basin/BMP(s).

5. Creation of Easement: Owner hereby grants the County a non-exclusive perpetual easement upon and across the Property described in Exhibit A. The purpose of the easement is to allow the County to access, inspect, clean, repair and maintain the detention basin/BMP(s); however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin/BMP(s) is not properly cleaned, maintained and/or otherwise



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

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

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

8. Contingencies of Land Use/Land Disturbance Approval: Owner's execution of this Agreement is a condition of land use/land disturbance approval.

The County shall have the right, in the sole exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this Paragraph, including but not limited to, any separate agreement or amendment, if applicable, identifying any specific maintenance responsibilities not addressed herein. The County's rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

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

10. Indemnification and Hold Harmless: Owner agrees, for itself, its successors and assigns, that it will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to its intentional or negligent acts, errors or omissions or that of its agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the detention basin/BMP(s), and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law.



11. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.

12. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Owner, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

13. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMP(s) be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Owner 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 Owner, 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.

IN WITNESS WHEREOF, the Parties affix their signatures below.  
Executed this 16<sup>TH</sup> day of SEPTEMBER, 2022, by:

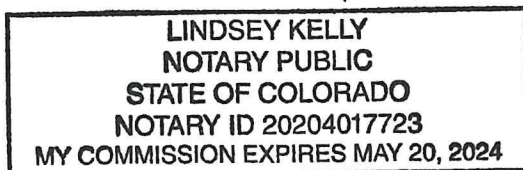
RUCKUS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

By: [Signature]  
Jeffrey Wesson, Owner

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September, 2022, by Jeffrey Wesson as Owner of RUCKUS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

Witness my hand and official seal.

My commission expires: 5/20/2024



[Signature]  
, Notary Public

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By: \_\_\_\_\_  
Kevin Mastin, Interim Executive Director  
El Paso County Planning and Community Development Department  
Authorized Signatory pursuant to LDC

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, Executive Director, El Paso County Planning and Community  
Development Department.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Approved as to Content and Form:

*Hori L. Seagr*  
Assistant County Attorney



EXHIBIT A

Legal Description of Property

LOT 11, ROLLING THUNDER BUSINESS PARK, ACCORDING TO THE PLAT THEREOF  
RECORDED SEPTEMBER 30, 2008 UNDER RECEPTION NO. 208712872, COUNTY OF EL  
PASO, STATE OF COLORADO.

And containing 87,148 sf / 2.000 acres



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

This PRIVATE DETENTION BASIN / STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (Board or County) and RUCKUS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY (Owner). The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

A. WHEREAS, Owner is the owner of certain real estate, LOT 11, ROLLING THUNDER BUSINESS PARK in El Paso County, Colorado, which Property is legally described in Exhibit A attached hereto and incorporated herein by this reference; and

B. WHEREAS, Owner desires to develop on the Property a land use to be known as LOT 11, ROLLING THUNDER BUSINESS PARK; and

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

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

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

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

G. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions,

which basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control; and

H. WHEREAS, Owner desires to improve for the land use one existing detention basin/stormwater quality BMP(s) (“detention basin/BMP(s)”) as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County’s MS4 Permit, and to operate, clean, maintain and repair such detention basin/BMP(s); and

I. WHEREAS, Owner desires to improve the detention basin/BMP(s) on property that is legally described in Exhibit A; and

J. WHEREAS, Owner shall be charged with the duties of constructing, operating, maintaining and repairing the detention basin/BMP(s) on the Property described in Exhibit A; and

K. WHEREAS, it is the County’s experience that subdivision developers and property owners historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs, and that these detention basins/BMPs, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and

L. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers and property owners have failed in their responsibilities, and therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to so clean, maintain and repair the detention basin/BMP(s) serving this land use due to the Owner’s failure to meet its obligations to do the same; and

M. WHEREAS, the County conditions approval of this land use on the Owner’s promise to so construct the detention basin/BMP(s), and conditions approval on the Owner’s promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin/BMP(s) serving this Property; and

N. WHEREAS, the County could condition land use approval on the Owner’s promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Owner’s promises contained herein; and

O. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this land use upon the Owner’s grant herein of a perpetual Easement over the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s).

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

3. Construction: Owner shall construct improvements to the existing detention basin/BMP(s) on that the Property described in Exhibit A attached hereto and incorporated herein by this reference,. Owner shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the PCD. Owner shall complete construction of the detention basin/BMP(s) in substantial compliance with the County-approved plans and specifications for the detention basin/BMP(s). Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin/BMP(s) shall be substantially completed within one (1) year (defined as 365 days), which one year period will commence to run on the date the Erosion and Stormwater Quality Control Permit (ESQCP) is issued. Rough grading of the detention basin/BMP(s) must be completed and inspected by the PCD prior to commencing road construction.

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project and shall have the right to seek reimbursement from the Owner and its successors and assigns, for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the Provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

4. Maintenance: The Owner agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), and otherwise keep the same in good repair, all at its own cost and expense. No trees or shrubs that will impair the structural integrity of the detention basin/BMP(s) shall be planted or allowed to grow on the detention basin/BMP(s).

5. Creation of Easement: Owner hereby grants the County a non-exclusive perpetual easement upon and across the Property described in Exhibit A. The purpose of the easement is to allow the County to access, inspect, clean, repair and maintain the detention basin/BMP(s); however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin/BMP(s) is not properly cleaned, maintained and/or otherwise

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

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

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

8. Contingencies of Land Use/Land Disturbance Approval: Owner's execution of this Agreement is a condition of land use/land disturbance approval.

The County shall have the right, in the sole exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this Paragraph, including but not limited to, any separate agreement or amendment, if applicable, identifying any specific maintenance responsibilities not addressed herein. The County's rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

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

10. Indemnification and Hold Harmless: Owner agrees, for itself, its successors and assigns, that it will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to its intentional or negligent acts, errors or omissions or that of its agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the detention basin/BMP(s), and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law.



11. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.


12. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Owner, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

13. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMP(s) be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Owner 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 Owner, 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.

IN WITNESS WHEREOF, the Parties affix their signatures below.  
Executed this 16<sup>th</sup> day of SEPTEMBER 2022, by:

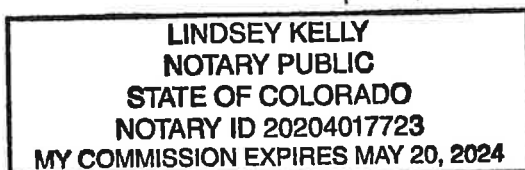
RUCKUS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

By:   
Jeffrey Wesson, Owner

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September, 2022, by Jeffrey Wesson as Owner of RUCKUS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

Witness my hand and official seal.

My commission expires: 5/20/2024



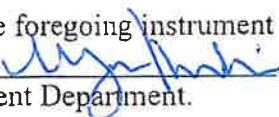
, Notary Public

Executed this 10<sup>TH</sup> day of JANUARY, 2023, by:

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

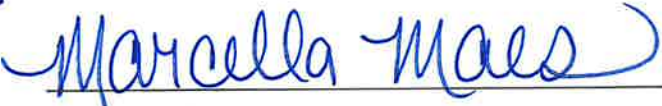
By: 

Meggan Herington, Director  
El Paso County Planning and Community Development Department  
Authorized Signatory pursuant to LDC

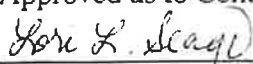
The foregoing instrument was acknowledged before me this 10 day of JANUARY, 2023, by  Executive Director, El Paso County Planning and Community Development Department.

Witness my hand and official seal.

My commission expires: JUNE 30, 2026

  
Notary Public

Approved as to Content and Form:

  
Assistant County Attorney

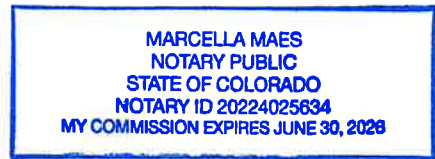




EXHIBIT A

Legal Description of Property

LOT 11, ROLLING THUNDER BUSINESS PARK, ACCORDING TO THE PLAT THEREOF  
RECORDED SEPTEMBER 30, 2008 UNDER RECEPTION NO. 208712872, COUNTY OF EL  
PASO, STATE OF COLORADO.  
And containing 87,148 sf / 2.000 acres