

El Paso County MS4 Post Construction Detention / Water Quality Facility Documentation Form

This document **must be completed and submitted** with required attachments to the County for projects requiring a detention and/or a water quality facility. A separate completed form must be submitted for each facility.

Project name:

Owner name:

Location Address:

Latitude and Longitude:

Assessor's Parcel #: Section: Township: Range:

Expected Completion date:

Project acreage: Design Ponding Acres: Design Storm:

Design Engineer Email Address:

To ensure compliance with C.R.S. 37-92-602(8), the completed Stormwater Detention and Infiltration Design Data Sheet **must be attached**. The form can be found here:
<https://maperture.digitaldataservices.com/gvh/?viewer=cswdif#> (click on Download SDI Design Data Sheet)

List all permanent water quality control measure(s) (EDBs, rain gardens, etc):

For all projects for which the constrained redevelopment sites standard is applied, provide an explanation of why it is not practicable to meet the full design standards.

Attach Operations and Maintenance (O&M) Plan describing the operation and maintenance procedures that ensure the long-term observation, maintenance, and operation of control measure(s), including routine inspection frequencies and maintenance activities. If multiple, different water quality control measures are used at the same location, a separate O & M Plan must be provided for each facility.

Attach Private Detention Basin / Stormwater Quality Best Management Practice Maintenance Agreement and Easement addressing maintenance of BMPs that shall be binding on all subsequent owners of the permanent BMPs.

Attachments:

Stormwater Detention and Infiltration Design Data Sheet
O & M Plan
Maintenance and Access Agreement

Review Engineer

EPC Project File No.

SDI-Design Data v2.00, Released January 2020

Facility Location & Jurisdiction: **El Paso County**

Extended Detention Basin (EDB)		EDB	
Watershed Area =	8.48	acres	
Watershed Length =	900	ft	
Watershed Length to Centroid =	400	ft	
Watershed Slope =	0.080	ft/ft	
Watershed Imperviousness =	20.00%	percent	
Percentage Hydrologic Soil Group A =	0.0%	percent	
Percentage Hydrologic Soil Group B =	100.0%	percent	
Percentage Hydrologic Soil Groups C/D =	0.0%	percent	
Target WQCV Drain Time =	40.0	hours	

User Input

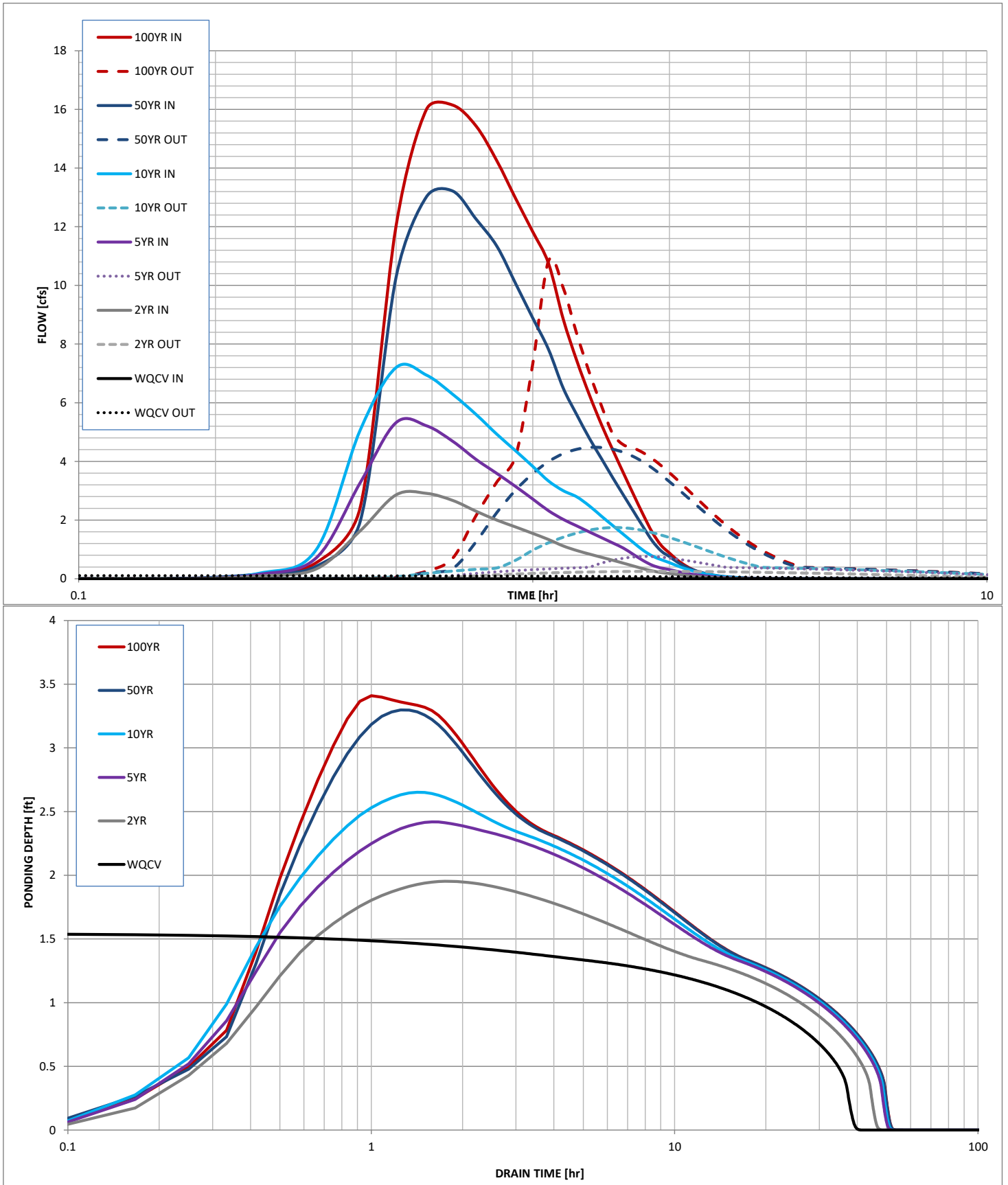
Once CUHP has been run and the Stage-Area-Discharge information has been provided, click 'Process Data' to interpolate the Stage-Area-Volume-Discharge data and generate summary results in the table below. Once this is complete, click 'Print to PDF'.

[illegible]

After completing and printing this worksheet to a pdf, go to:
<https://maperture.digitaldataservices.com/gvh/?viewer=cswdif>
 Create a new stormwater facility, and attach the PDF of this worksheet to that record.

Design Storm Return Period =	WQCV	2 Year	5 Year	10 Year	50 Year	100 Year	
One-Hour Rainfall Depth =	N/A	1.19	1.50	1.75	2.25	2.52	in
CUHP Runoff Volume =	0.082	0.181	0.330	0.471	0.867	1.096	acre-ft
Inflow Hydrograph Volume =	N/A	0.181	0.330	0.471	0.867	1.096	acre-ft
Time to Drain 97% of Inflow Volume =	35.2	39.5	39.9	37.6	31.2	27.7	hours
Time to Drain 99% of Inflow Volume =	37.1	43.0	45.3	44.6	42.1	40.4	hours
Maximum Ponding Depth =	1.55	1.95	2.42	2.65	3.30	3.41	ft
Maximum Poned Area =	0.14	0.21	0.28	0.29	0.33	0.34	acres
Maximum Volume Stored =	0.082	0.153	0.269	0.335	0.538	0.576	acre-ft

Stormwater Detention and Infiltration Design Data Sheet





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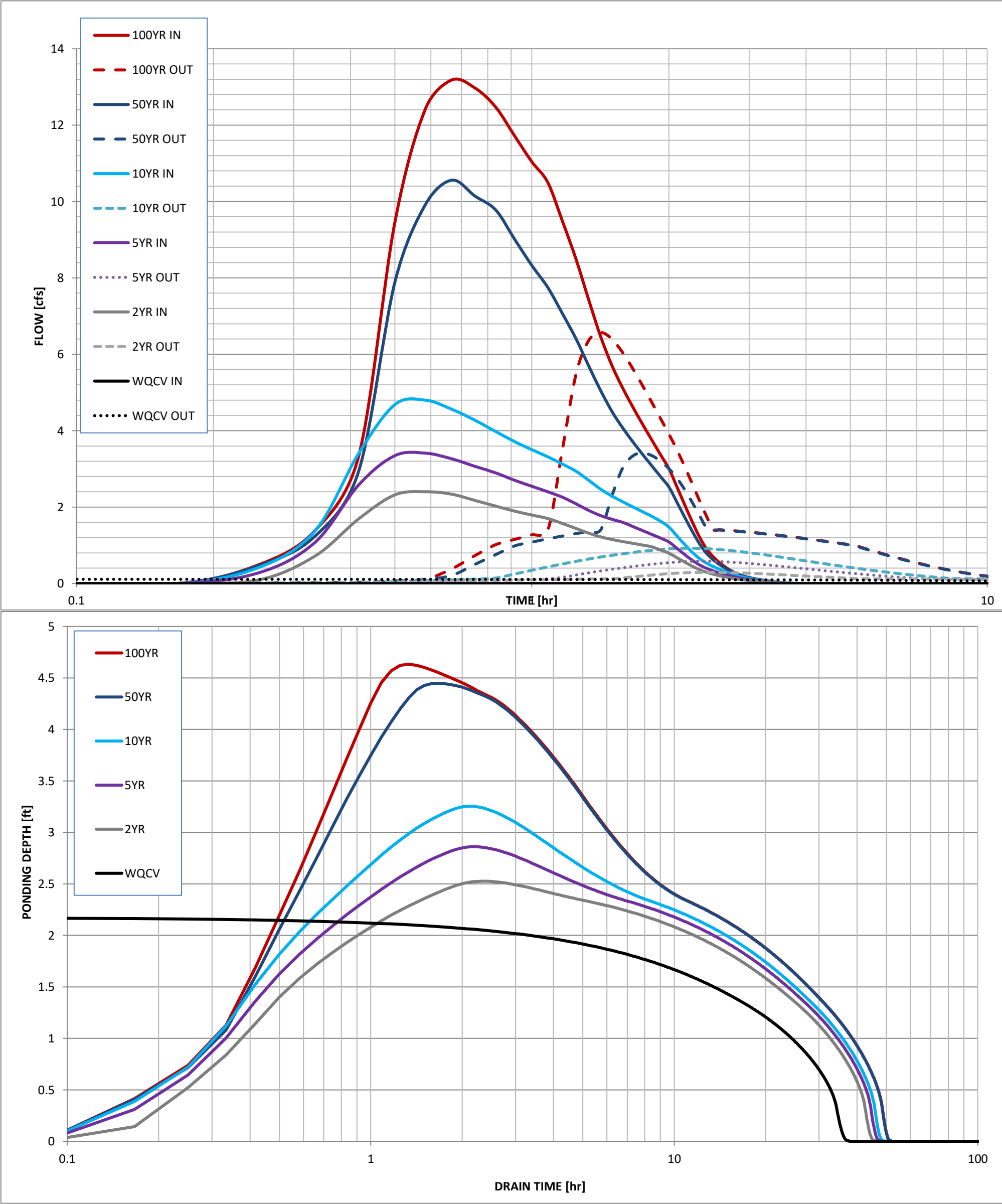
Extended Detention Basin (EDB)	EDB	
Watershed Area =	8.04	acres
Watershed Length =	2,300	ft
Watershed Length to Centroid =	800	ft
Watershed Slope =	0.050	ft/ft
Watershed Imperviousness =	50.00%	percent
Percentage Hydrologic Soil Group A =	0.0%	percent
Percentage Hydrologic Soil Group B =	100.0%	percent
Percentage Hydrologic Soil Groups C/D =	0.0%	percent
Target WQCV Drain Time =	40.0	hours
Location for 1-hr Rainfall Depths (use dropdown):		
Denver - Capitol Building		

After providing required inputs above including 1-hour rainfall depths, click 'Run CUHP' to generate runoff hydrographs using the embedded Colorado Urban Hydrograph Procedure.

Create a new stormwater facility, and attach the PDF of this worksheet to that record.

Design Storm Return Period =	WQCV	2 Year	5 Year	10 Year	50 Year	100 Year	
One-Hour Rainfall Depth =	N/A	0.83	1.09	1.33	1.99	2.31	in
CUHP Runoff Volume =	0.138	0.243	0.346	0.475	0.938	1.184	acre-ft
Inflow Hydrograph Volume =	N/A	0.243	0.346	0.475	0.938	1.184	acre-ft
Time to Drain 97% of Inflow Volume =	31.8	38.0	38.1	37.5	34.3	31.7	hours
Time to Drain 99% of Inflow Volume =	33.9	41.3	42.3	42.8	42.7	41.4	hours
Maximum Ponding Depth =	2.18	2.53	2.86	3.25	4.45	4.63	ft
Maximum Poned Area =	0.18	0.20	0.21	0.23	0.26	0.27	acres
Maximum Volume Stored =	0.139	0.207	0.277	0.364	0.657	0.706	acre-ft

Stormwater Detention and Infiltration Design Data Sheet





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Facility Location & Jurisdiction: **El Paso County**

Extended Detention Basin (EDB)	▼	EDB	
Watershed Area =		25.10	acres
Watershed Length =		1,600	ft
Watershed Length to Centroid =		1,000	ft
Watershed Slope =		0.060	ft/ft
Watershed Imperviousness =		15.00%	percent
Percentage Hydrologic Soil Group A =		0.0%	percent
Percentage Hydrologic Soil Group B =		100.0%	percent
Percentage Hydrologic Soil Groups C/D =		0.0%	percent
Target WQCV Drain Time =		40.0	hours

User Input

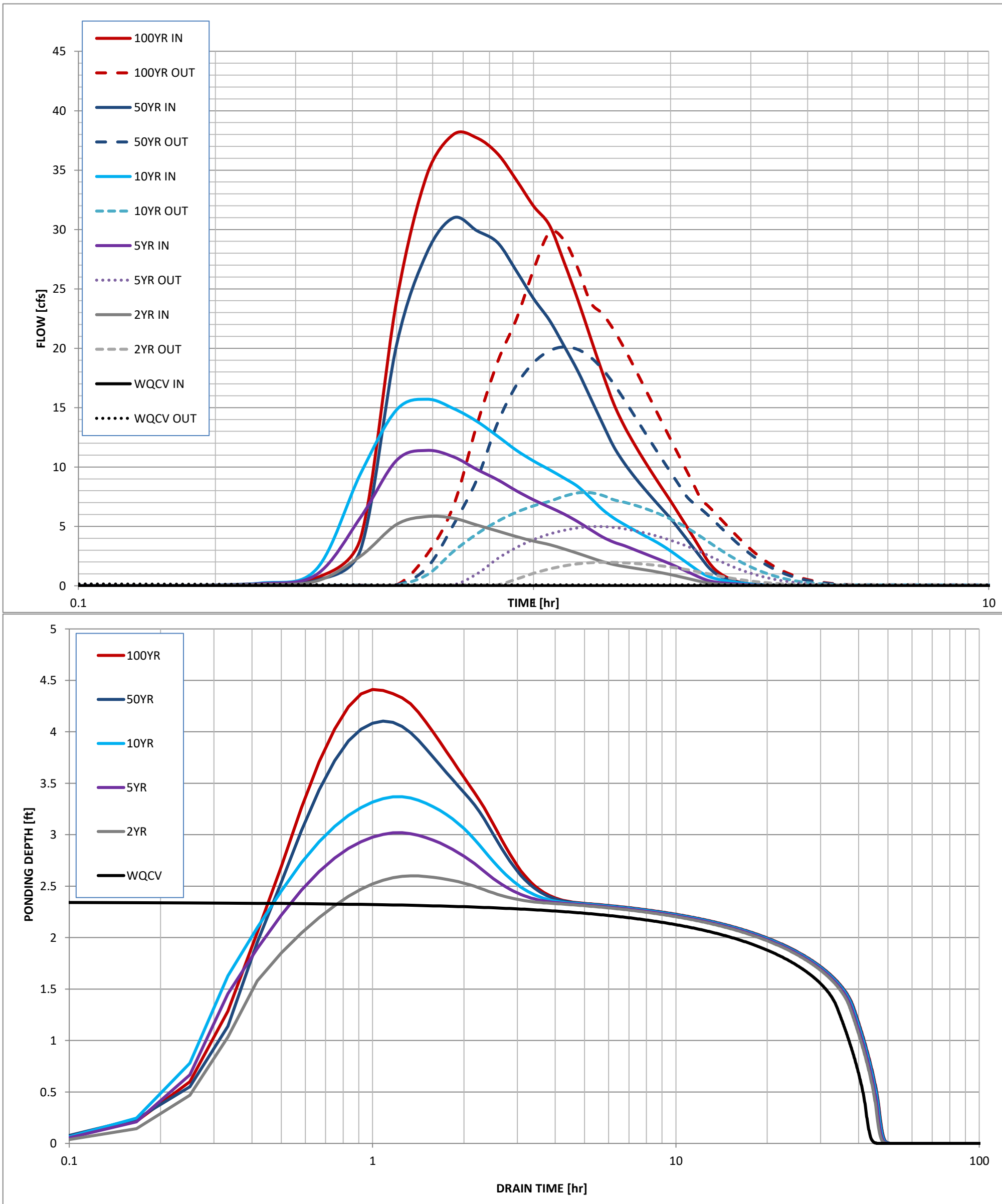
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[illegible]

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Design Storm Return Period =	WQCV	2 Year	5 Year	10 Year	50 Year	100 Year	
One-Hour Rainfall Depth =	N/A	1.19	1.50	1.75	2.25	2.52	in
CUHP Runoff Volume =	0.195	0.439	0.867	1.284	2.487	3.187	acre-ft
Inflow Hydrograph Volume =	N/A	0.439	0.867	1.284	2.487	3.187	acre-ft
Time to Drain 97% of Inflow Volume =	39.4	39.8	36.3	33.4	25.7	21.6	hours
Time to Drain 99% of Inflow Volume =	41.6	43.6	42.0	40.7	37.2	35.4	hours
Maximum Ponding Depth =	2.35	2.60	3.02	3.37	4.10	4.41	ft
Maximum Poned Area =	0.31	0.34	0.38	0.42	0.46	0.48	acres
Maximum Volume Stored =	0.196	0.275	0.426	0.569	0.894	1.039	acre-ft

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SDI-Design Data v2.00, Released January 2020

Facility Location & Jurisdiction: **El Paso County**

Extended Detention Basin (EDB)	EDB	
Watershed Area =	8.53	acres
Watershed Length =	1,000	ft
Watershed Length to Centroid =	500	ft
Watershed Slope =	0.090	ft/ft
Watershed Imperviousness =	13.00%	percent
Percentage Hydrologic Soil Group A =	0.0%	percent
Percentage Hydrologic Soil Group B =	100.0%	percent
Percentage Hydrologic Soil Groups C/D =	0.0%	percent
Target WQCV Drain Time =	40.0	hours

Location for 1-hr Rainfall Depths (use dropdown):

After providing required inputs above including 1-hour rainfall depths, click 'Run CUHP' to generate runoff hydrographs using the embedded Colorado Urban Hydrograph Procedure.

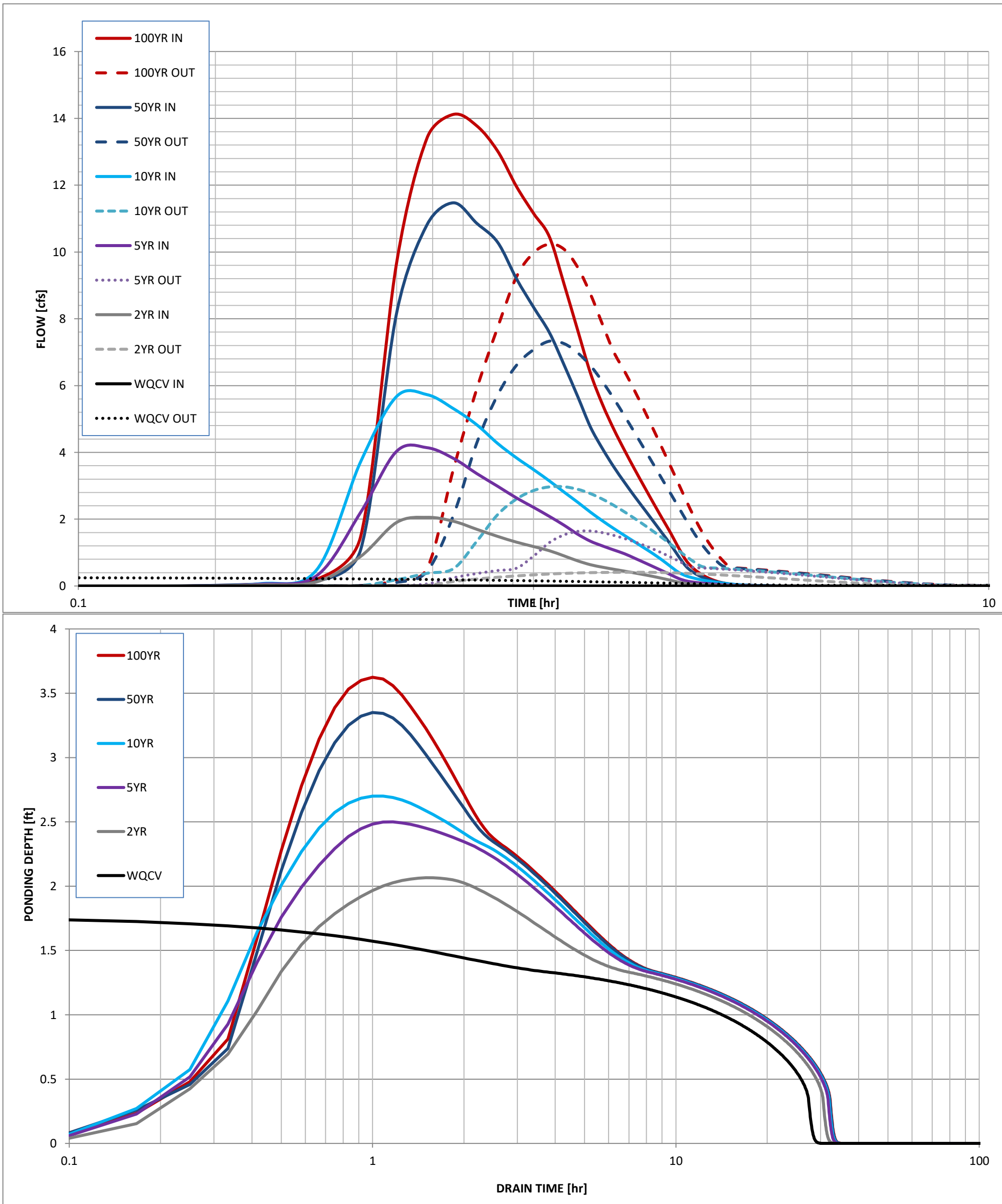
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[illegible]

Design Storm Return Period =	WQCV	2 Year	5 Year	10 Year	50 Year	100 Year	
One-Hour Rainfall Depth =	N/A	1.19	1.50	1.75	2.25	2.52	in
CUHP Runoff Volume =	0.059	0.133	0.273	0.411	0.816	1.051	acre-ft
Inflow Hydrograph Volume =	N/A	0.133	0.273	0.411	0.816	1.051	acre-ft
Time to Drain 97% of Inflow Volume =	25.1	25.5	22.3	18.8	10.1	7.2	hours
Time to Drain 99% of Inflow Volume =	26.9	28.9	28.2	26.8	22.8	20.7	hours
Maximum Ponding Depth =	1.77	2.07	2.50	2.70	3.35	3.62	ft
Maximum Poned Area =	0.10	0.13	0.16	0.17	0.19	0.20	acres
Maximum Volume Stored =	0.059	0.092	0.156	0.189	0.304	0.356	acre-ft

Stormwater Detention and Infiltration Design Data Sheet



**OPERATION & MAINTENANCE MANUAL
FOR
GRANDWOOD RANCH
WATER QUALITY/DETENTION PONDS**

Prepared for:
EL PASO COUNTY
Engineering Development Review Team
2880 International Circle
Colorado Springs, CO 80910

On Behalf of:
Sylvan Vista, Inc.
14160 Gleneagle Drive
Colorado Springs, CO 80921



2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
(719) 575-0100
fax (719) 572-0208

September 2020

Project No. 20.1120.003

PCD File No. SF-20-26

I. Inspection

A. Inspection Frequency

- Inspections of the pond should be, at a minimum, once every week until vegetation is re-established and then once a quarter. Inspections should also occur after major storm events.
- Hydraulic and structural facilities should be thoroughly inspected annually. Also, observations should be made for obvious problems during routine maintenance visits, especially for plugging of outlets.
- Inspections for debris and litter just before annual storm seasons (that is April and May) and following significant rainfall events.
- Results of inspections are to be recorded and kept at a central location for review and recording by the owner.
- Sediment removal should be performed when it occupies more than 20% of the WQCV. This time frame will vary, but should be expected to be done every 2 to 5 years as needed per inspection.
- Forebay and micro-pool will require sediment removal every 1 to 2 years.
- A baseline survey should be performed at the time of construction and comparison surveys conducted every 2 years after.,

B. Inspection Items

- Inspections should evaluate the berm, spillway condition, depth of sediment behind the berm and condition of the downstream face of the pond. A site survey will be the best indication of excessive sediment buildup and degradation of the spillway.
- An inspection of the vegetation on the berm and the downstream face of the spillway should be performed. Bare areas should be noted and repaired using native grasses. Any sloughing or erosion of the embankment should also be noted and repaired.
- Items to record include erosion of the downstream face, excessive buildup of sediment in all areas of the pond (micro-pool, fore bay, etc), and the mowing frequency of the vegetation on the facility.

C. Inspection Personnel

A qualified engineer and/or surveyor should conduct inspections of the facility.

D. Operations

No specific operating instructions are required.

E. Maintenance

- **Mowing**
Mowing shall occur to limit unwanted vegetation. Maintain irrigated turf grass as 2 to 4 inches tall and non irrigated native turf grasses at 4 to 8 inches.
- **Debris and Litter Removal**
- Remove debris and litter from the entire pond to minimize outlet clogging and improve aesthetics.
- **Landscaping Removal and Replacement (PLD)**
Not Applicable.
- **Structural**
Repair pond inlets, outlets, fore bays, low flow channel liners and energy dissipaters whenever damage is discovered.
- **Nuisance Control**
Address odor, insects and overgrowth issues associated with stagnant or standing water in the bottom zone.
- **Erosion and Sediment Removal**
Repair and revegetate eroded areas in the basin and channels. Remove accumulated sediment from the fore bay, micro-pool and the bottom of the basin.

The attached Operation and Maintenance Log shall be kept for record keeping of all operations and maintenance items perform

The Trails at Aspen Ridge-West Pond OPERATION AND MAINTENANCE LOG

[illegible]

**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 Sylvan Vista, Inc. (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 (the Property) 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 plat on the Property a subdivision to be known as Appaloosa Hwy 24 Subdivision Fil. No. 1A; 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 construct for the subdivision detention basin/stormwater quality BMP(s) (“detention basin/BMP(s)”) as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County’s MS4 Permit, and to provide for operating, cleaning, maintaining and repairing such detention basin/BMP(s); and

I. WHEREAS, Owner desires to construct the detention basin/BMP(S) on the property that will be platted as: Lot 1, Lot 41, Tract A and Tract C, as indicated on the final plat of the subdivision and as set forth on Exhibit B, attached hereto; and

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

K. WHEREAS, it is the County’s experience that 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 further conditions approval on the promise of the Owner and its successors or assigns 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 land use; 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); and

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 on the Property described in Exhibit B attached hereto and incorporated herein by this reference, Four (4) detention basin/BMP(s). Owner shall not commence construction of the detention basin/BMP(s) until El Paso County Planning and Community Development (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 approved plat of this subdivision is recorded in the records of the El Paso County Clerk and Recorders. Rough grading of the detention basin/BMP(s) must be completed and inspected by El Paso County Planning and Community Development 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 B. The purpose of the easement is to allow the County to access, inspect, clean, repair and maintain the detention basin/BMP(s); however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin/BMP(s) is not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the 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 problem(s). Should the responsible parties fail to correct the specified problem(s), the County may enter upon the Property to so correct the specified problem(s). Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

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

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

8. Agreement Monitored by El Paso County Planning and Community Development 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 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 and/or the Director of the El Paso County Department of Public Works.

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

10. 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.

11. 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. 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.

By: _____, Manager

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, Manager of Sylvan Vista, Inc.

My commission expires: _____

Notary Public

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

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____

Craig Dossey, Executive Director
Planning and Community Development
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, Executive Director of Planning and Community
Development of El Paso County, Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

Exhibit A

Legal Description

GRANDWOOD SUBDIVISION DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE N0°18'46"W ON THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN;

THENCE CONTINUE N0°18'46"W ON SAID WEST LINE A DISTANCE OF 1288.88 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19 AS ESTABLISHED BY TIMBERVIEW SUBDIVISION FILING NO. 2, AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. 204060763 OF THE EL PASO COUNTY RECORDS;

THENCE S89°51'21"E ON THE SOUTH LINE OF SAID TIMBERVIEW SUBDIVISION FILING NO. 2 AND THE SOUTH LINE OF TIMBERVIEW SUBDIVISION FILING NO. 3, AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. 208712875 OF SAID EL PASO COUNTY RECORDS;

THENCE S89°50'59"E ON THE SOUTH LINE OF MILLS TIMBER SUBDIVISION AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. 202119886 OF SAID EL PASO COUNTY RECORDS, SAID LINE ALSO REFERENCED BY THE PROPERTY LINE AGREEMENT RECORDED IN BOOK 6143 AT PAGE 178, A DISTANCE OF 832.75 FEET TO THE SOUTHEAST CORNER THEREOF AND THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19 AS MONUMENTED BY A 3-1/4" ALUMINUM CAP, PLS 19586;

THENCE N0°47'23"W ON THE EAST LINE OF SAID MILLS TIMBER SUBDIVISION A DISTANCE OF 2.42 FEET TO THE SOUTH LINE OF ARROWWOOD SUBDIVISION AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED IN PLAT BOOK Z AT PAGE 68 OF SAID EL PASO COUNTY RECORDS;

THENCE S89°53'46"E ON THE SOUTH LINE OF ARROWWOOD SUBDDIVISION A DISTANCE OF 1967.85 FEET TO THE SOUTHEAST CORNER OF SAID ARROWWOOD SUBDIVISION, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 155 OF BENT TREE III SUBDIVISION AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED IN PLAT BOOK E-5 AT PAGE 288 OF SAID EL PASO COUNTY RECORDS;

THENCE S89°55'13"E ON THE SOUTH LINE OF SAID BENT TREE III SUBDIVISION A DISTANCE OF 659.94 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19;

THENCE S00°27'58"E ON THE EAST LINE OF SAID NORTHEAST QUARTER AND THE WEST LINE OF SAID BENT TREE III SUBDIVISION A DISTANCE OF 1285.63 FEET TO A POINT 30.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 19 AND A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HIGBY ROAD AS DESCRIBED IN THE DOCUMENT RECORDED AT RECEPTION NO. 205092691 OF SAID EL PASO COUNTY RECORDS;

THE FOLLOWING EIGHT (8) COURSES ARE ALONG THE NORTHERLY RIGHT OF WAY OF HIGBY ROAD AS DESCRIBED BY SAID DOCUMENT;

- 1.) THENCE N89°56'30"W A DISTANCE OF 1312.29 FEET;
- 2.) THENCE N89°50'17"W A DISTANCE OF 1339.31 FEET TO A POINT OF CURVE;
- 3.) THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 934.32 FEET, THROUGH A CENTRAL ANGLE OF 14°50'43" AN ARC DISTANCE OF 242.08 FEET;
- 4.) THENCE N74°59'35"W A DISTANCE OF 91.25 FEET TO A POINT OF CURVE;
- 5.) THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 381.64 FEET, THROUGH A CENTRAL ANGLE OF 26°59'47" AN ARC DISTANCE OF 179.82 FEET;
- 6.) THENCE S78°00'40"W A DISTANCE OF 215.39 FEET TO A POINT OF CURVE;
- 7.) THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 778.77 FEET, THROUGH A CENTRAL ANGLE OF 12°02'48" AN ARC DISTANCE OF 163.74 FEET;
- 8.) THENCE N89°56'32"W A DISTANCE OF 1605.47 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED TRACT CONTAINS 150.96 ACRES, MORE OR LESS.

Exhibit B

Legal Description

Lot 1 and Lot 41, Tract A and Tract C, Grandwood Ranch, El Paso County, Colorado.