

**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), ACM ALF VIII JV Sub II LLC (Developer) and Waterbury Metropolitan District No. 1, (Metro District) a quasi-municipal Colorado corporation and political subdivision. The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

A. WHEREAS, the Metro District provides various municipal services to certain real property in El Paso County, Colorado, referred to as Waterbury Filing 1; and

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

C. WHEREAS, Developer desires to plat and develop on the Property a land use to be known as Waterbury Filing 1 (the Development) and

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

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

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

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

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

I. WHEREAS, Developer desires to construct for the Subdivision 3 detention basin/stormwater quality BMP(s) (Pond 1, Pond 2 and Pond 3) and Runoff Reduction in the form of Grass Buffers as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County's MS4 Permit, and to provide for operating, cleaning, maintaining and repairing such detention basin/BMP(s); and

J. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that will be platted as Tract B for Pond 1, the attached easement in Exhibit B for Pond 2 & 3 and Lots 40, 41, and 42 for the Grass Buffers, as indicated on the final plat of the subdivision, and as legally described in Exhibit B attached hereto; and incorporated herein by this reference; and

K. WHEREAS, Developer shall be charged with the duty of constructing the detention basin/BMP(s) and Grass Buffers, and the Metro District shall be charged with the duties of operating, maintaining and repairing the detention basin/BMP(s) and Grass Buffers on the portions of the Property described in Exhibit B; and

L. WHEREAS, it is the County's experience that developers historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs & Grass Buffers, and that these detention basins/BMPs & Grass Buffers, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and

M. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers 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) & Grass Buffers serving this land use due to the Developer's or the Metro District's failure to meet its obligations to do the same; and

N. WHEREAS, the County conditions approval of this land use on the Developer's promise to so construct the detention basin/BMP(s) & Grass Buffers, and further conditions approval on the Metro District's promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin/BMP(s) & Grass Buffers serving this land use; and

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

P. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this land use upon the Developer's grant herein of a perpetual Easement over a

portion of the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s) & Grass Buffers; and

Q. WHEREAS, pursuant to Colorado Constitution, Article XIV, Section 18 (2) and Section 29-1-203, C.R.S., governmental entities may cooperate and contract with each other to provide any function, services, or facilities lawfully authorized to each

Agreement

NOW, THEREFORE, in consideration of the mutual Promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.
2. Covenants Running with the Land: Developer and the Metro District agree that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit A attached hereto, and that this entire Agreement and the performance thereof shall be binding upon themselves and their respective successors and assigns.
3. Construction: Developer shall construct on that portion of the Property described in Exhibit B attached hereto and incorporated herein by this reference, 3 Detention Basin/BMP(s) & Grass Buffers. Developer shall not commence construction of the detention basin/BMP(s) & Grass Buffers 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) & Grass Buffers and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the detention basin/BMP(s) & Grass Buffers 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) & Grass Buffers 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) & Grass Buffers must be completed and inspected by the El Paso County Development Services Department 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 Developer 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 Developer and the Metro District agree for themselves and their respective successors and assigns that they will regularly and routinely inspect, clean and maintain the detention basin/BMP(s) & Grass Buffers in compliance with the County-reviewed Operation and Maintenance Manual, attached hereto as Exhibit C and incorporated herein by reference, and otherwise keep the same in good repair, all at their own cost and expense. No trees or shrubs that will impair the structural integrity of the detention basin/BMP(s) & Grass Buffers shall be planted or allowed to grow on the detention basin/BMP(s) & Grass Buffers.

5. Creation of Easement: Developer hereby grants the County and the Metro District a non-exclusive perpetual easement upon and across that portion of the Property described in Exhibit B. The purpose of the easement is to allow the County and the Metro District to access, inspect, clean, repair and maintain the detention basin/BMP(s) & Grass Buffers; 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) & Grass Buffers.

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin/BMP(s) & Grass Buffers are not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer, the Metro District, and their respective successors and assigns that the detention basin/BMP(s) & Grass Buffers 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) & Grass Buffers.

7. Reimbursement of County's Costs / Covenant Running With the Land: The Developer and the Metro District agree and covenant, for themselves and their respective successors and assigns, that they 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) & Grass Buffers 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 Subdivision Approval: Developer's and the Metro Districts execution of this Agreement is a condition of subdivision approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. Conveyance of Tract B for Pond 1, the attached easement in Exhibit B for Pond 2 & 3 and easement across Lots 40, 41, and 42 for Grass Buffers, from the Developer to the Metro District (which will include a reservation of easement in favor of the County for purposes

of accessing, inspecting, cleaning, maintaining, and repairing the detention basins/BMPs and the Grass Buffers), and recording of the Deed for the same; and

- b. A copy of the Covenants of the Subdivision, if applicable, establishing that the Metro District is obligated to inspect, clean, maintain, and repair the detention basins/ BMPs and Grass Buffers.

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

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer and the Metro District agree, for themselves and their respective successors and assigns, that they will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their respective intentional or negligent acts, errors or omissions or that of their agents, officers, servants, employees, invitees and licensees in the 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) & Grass Buffers, 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. Subject to Annual Appropriation: The Metro District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Metro District pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The County and the Developer expressly understand and agree that the Metro District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Metro District Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Metro District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Metro District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Metro District funds. The Metro District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

12. 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.

13. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against

either the County, the Developer, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

14. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMP(s) & Grass Buffers be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as “hazardous materials”), the Developer and the Metro District shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer and the Metro District but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

15. 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.

16. Limitation on Developer’s Obligation and Liability: The Obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat as described in Paragraph Three (3) if the Recitals set forth above is recorded and the Developer completes the construction of the detention basin/ BMP(s) & Grass Buffers and transfers all applicable maintenance and operation responsibilities to the Metro District. By execution of this agreement, the Metro District agrees to accept all responsibilities and to perform all duties assigned to it, including those of the Developer, as specified herein, upon transfer of Tract B for Pond 1, the attached easement in Exhibit B for Pond 2 & 3 and Lots 40, 41 and 42 for Grass Buffers from Developer to Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

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

ACM ALF VIII JV Sub II LLC

By: _____
Andrew R. Klien, [Authorized Representative]

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Andrew R. Klien, Authorized Representative, ACM ALF VIII JV Sub II LLC.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Executed this _____ day of _____, 20___, by: Waterbury Metropolitan District No.

1
By: _____
_____, Title _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ Title _____, Waterbury Metropolitan District No.

1

Witness my hand and official seal.
My commission expires: _____

Notary Public

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____

Gilbert LaForce, Engineering Manager

Development Services, Department of Public Works

Designee of Joshua Palmer, County Engineer

Authorized signatory pursuant to Resolution No. 24-145

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, Engineering Manager, El Paso County Department of Public
Works.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

EXHIBIT A

WATERBURY FILING1

A PARCEL OF LAND BEING A PORTION OF SOUTHWEST QUARTER OF SECTION 28, A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT EACH END BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087" AND ASSUMED TO BEAR S89°47'04"E A DISTANCE OF 5,285.07 FEET.

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 15 AS PLATTED IN 4 WAY RANCH FILING NO. 1, RECORDED UNDER RECEPTION NO. 206712416, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF STAPLETON DRIVE AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 212064636; THENCE N01°31'24"E, ON THE EASTERLY BOUNDARY OF SAID LOT 15 AND THE SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5.63 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STAPLETON ROAD SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE EASTERLY BOUNDARY OF SAID 4 WAY RANCH FILING NO. 1, THE FOLLOWING TWELVE (12) COURSES;

1. N01°31'24"E, A DISTANCE OF 230.23 FEET;
2. N01°58'45"E, A DISTANCE OF 267.96 FEET;
3. N38°56'07"E, A DISTANCE OF 145.18 FEET;
4. N28°06'29"W, A DISTANCE OF 415.84 FEET;
5. N40°37'02"W, A DISTANCE OF 70.00 FEET TO A POINT ON CURVE;
6. ON THE ARC OF CURVE TO THE LEFT WHOSE CENTER BEARS S40°37'02"E, HAVING A DELTA OF 02°07'07", A RADIUS OF 1,135.00 FEET, A DISTANCE OF 41.97 FEET TO A POINT ON CURVE;
7. N44°30'10"W, A DISTANCE OF 104.01 FEET TO A POINT OF CURVE;
8. ON THE ARC OF CURVE TO THE RIGHT, HAVING A DELTA OF 21°00'17", A RADIUS OF 565.00 FEET, A DISTANCE OF 207.13 FEET TO A POINT OF TANGENT;
9. N23°29'53"W, A DISTANCE OF 586.57 FEET TO A POINT OF CURVE;

10. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 41°24'35", A RADIUS OF 40.00 FEET AND A DISTANCE OF 28.91 FEET TO A POINT OF REVERSE CURVE;

11. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 98°17'54", A RADIUS OF 60.00 FEET, A DISTANCE OF 102.94 FEET TO A POINT ON CURVE;

12. N09°36'47"E, A DISTANCE OF 181.35 FEET;

THENCE S84°51'41"E, A DISTANCE OF 156.95 FEET, THENCE N81°05'30"E, A DISTANCE OF 114.50 FEET; THENCE N08°54'30"W, A DISTANCE OF 13.30 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 00°22'06", A RADIUS OF 475.00 FEET, A DISTANCE OF 3.05 FEET TO A POINT ON CURVE; THENCE N80°43'23"E, A DISTANCE OF 50.00 FEET; THENCE S88°55'30"E, A DISTANCE OF 118.82 FEET; THENCE S09°08'33"E, A DISTANCE OF 24.43 FEET; THENCE N89°59'53"E, A DISTANCE OF 125.65 FEET TO A POINT ON CURVE, THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N89°59'53"E, HAVING A DELTA OF 01°10'07", A RADIUS OF 225.00 FEET, A DISTANCE OF 4.59 FEET TO A POINT OF TANGENT; THENCE N01°10'00"E, A DISTANCE OF 22.47 FEET, THENCE S88°50'00"E, A DISTANCE OF 50.00 FEET; THENCE N89°55'04"E, A DISTANCE OF 152.16 FEET; THENCE N00°04'56"W, A DISTANCE OF 30.14 FEET; THENCE S88°15'00"E, A DISTANCE OF 201.01 FEET; THENCE S01°45'00"W, A DISTANCE OF 27.39 FEET; THENCE S88°35'57"E, A DISTANCE OF 70.97 FEET; THENCE N68°36'47"E, A DISTANCE OF 62.85 FEET; THENCE N65°20'20"E, A DISTANCE OF 62.85 FEET; THENCE N62°03'54"E, A DISTANCE OF 62.85 FEET; THENCE N58°57'56"E, A DISTANCE OF 65.28 FEET; THENCE S32°58'22"E, A DISTANCE OF 124.73 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N32°58'22"W, HAVING A DELTA OF 08°00'18", A RADIUS OF 1,225.00 FEET, A DISTANCE OF 171.15 FEET TO A POINT ON CURVE; THENCE S41°02'14"E, A DISTANCE OF 144.45 FEET; THENCE S34°05'25"E, A DISTANCE OF 72.65 FEET; THENCE S30°56'30"E, A DISTANCE OF 81.87 FEET; THENCE S21°08'32"E, A DISTANCE OF 89.56 FEET; THENCE S19°08'47"E, A DISTANCE OF 73.79 FEET; THENCE S03°18'02"W, A DISTANCE OF 205.74 FEET; THENCE S17°29'03"E, A DISTANCE OF 124.83 FEET; THENCE S16°09'50"E, A DISTANCE OF 50.00 FEET; THENCE S16°07'17"E, A DISTANCE OF 73.88 FEET; THENCE S27°50'37"E, A DISTANCE OF 65.16 FEET; THENCE S25°07'25"E, A DISTANCE OF 66.02 FEET; THENCE S22°21'31"E, A DISTANCE OF 66.20 FEET; THENCE S19°54'11"E, A DISTANCE OF 51.22 FEET; THENCE S16°26'35"E, A DISTANCE OF 114.20 FEET; THENCE S21°00'38"E, A DISTANCE OF 85.08 FEET TO A POINT ON THE BOUNDARY LINE OF THE PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED UNDER RECEPTION NUMBER 214007733, RECORDS OF EL PASO COUNTY, COLORADO; THENCE S00°00'00"E ON SAID BOUNDARY LINE, A DISTANCE OF 472.54 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF STAPLETON DRIVE AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 212064636; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S00°23'33"W, HAVING A DELTA OF 26°14'01", A RADIUS OF 1,405.00 FEET, A DISTANCE OF 643.30 FEET TO A POINT OF TANGENT,
2. S64°09'32"W, A DISTANCE OF 777.32 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,694,934 SQUARE FEET OR 61.867 ACRES.



EXHIBIT B1

LEGAL DESCRIPTION: DRAINAGE EASEMENT

A TRACT OF LAND BEING A PORTION OF SOUTHEAST QUARTER OF SECTION 29, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF SAID SECTION 28, BEING MONUMENTED AT EACH END BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087" AND ASSUMED TO BEAR S89°47'04"E, A DISTANCE OF 5,285.07 FEET.

EASEMENT NO. 2

COMMENCING AT THE SOUTHEAST CORNER OF GILBERT DRIVE AS PLATTED IN 4 WAY RANCH FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 206712416, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING; THENCE N49°22'58"E A DISTANCE OF 40.19 FEET; THENCE S22°44'36"E A DISTANCE OF 56.87 FEET; THENCE S31°19'55"E A DISTANCE OF 60.05 FEET; THENCE S36°28'03"E A DISTANCE OF 60.53 FEET; THENCE S32°52'52"E A DISTANCE OF 60.15 FEET; THENCE S29°25'32"E A DISTANCE OF 60.00 FEET; THENCE S26°30'01"E A DISTANCE OF 60.05 FEET; THENCE S07°00'09"E A DISTANCE OF 44.70 FEET; THENCE S02°30'00"E A DISTANCE OF 120.39 FEET THENCE S04°21'40"E A DISTANCE OF 194.43 FEET; THENCE S30°14'06"E A DISTANCE OF 101.64 FEET; THENCE N39°00'00"E A DISTANCE OF 120.00 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N42°07'45"E, HAVING A DELTA OF 21°07'52", A RADIUS OF 55.00 FEET A DISTANCE OF 20.28 FEET TO A POINT ON CURVE; THENCE S39°00'00"W A DISTANCE OF 120.00 FEET; THENCE S68°08'53"E A DISTANCE OF 97.61 FEET; THENCE N69°11'02"E A DISTANCE OF 116.63 FEET; THENCE N33°09'46"W A DISTANCE OF 77.79 FEET; THENCE N74°01'31"E A DISTANCE OF 262.92 FEET; THENCE S25°50'28"E A DISTANCE OF 35.96 FEET; THENCE S19°07'42"W A DISTANCE OF 49.52 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STAPLETON DRIVE AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 212064636; THENCE S64°09'32"W ON SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 691.61 FEET TO A POINT ON THE EASTERLY LINE OF LOT 15 AS PLATTED IN SAID 4 WAY RANCH FILING NO. 1; THENCE ON THE EASTERLY LINE OF SAID 4 WAY RANCH FILING NO. 1 THE FOLLOWING FOUR (4) COURSES:

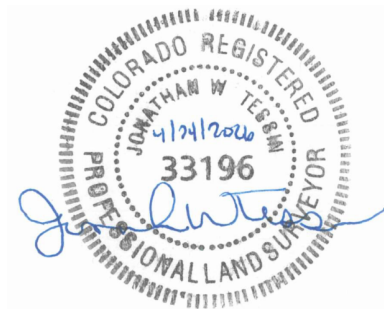


1. N01°31'24"E, A DISTANCE OF 230.23 FEET;
2. N01°58'45"E, A DISTANCE OF 267.96 FEET;
3. N38°56'07"E, A DISTANCE OF 145.18 FEET;
4. N28°06'29"W, A DISTANCE OF 415.84 FEET TO THE POINT OF OF BEGINNING.

CONTAINING A CALCULATED AREA OF 141,164 SQUARE FEET OR 3.241 ACRES.

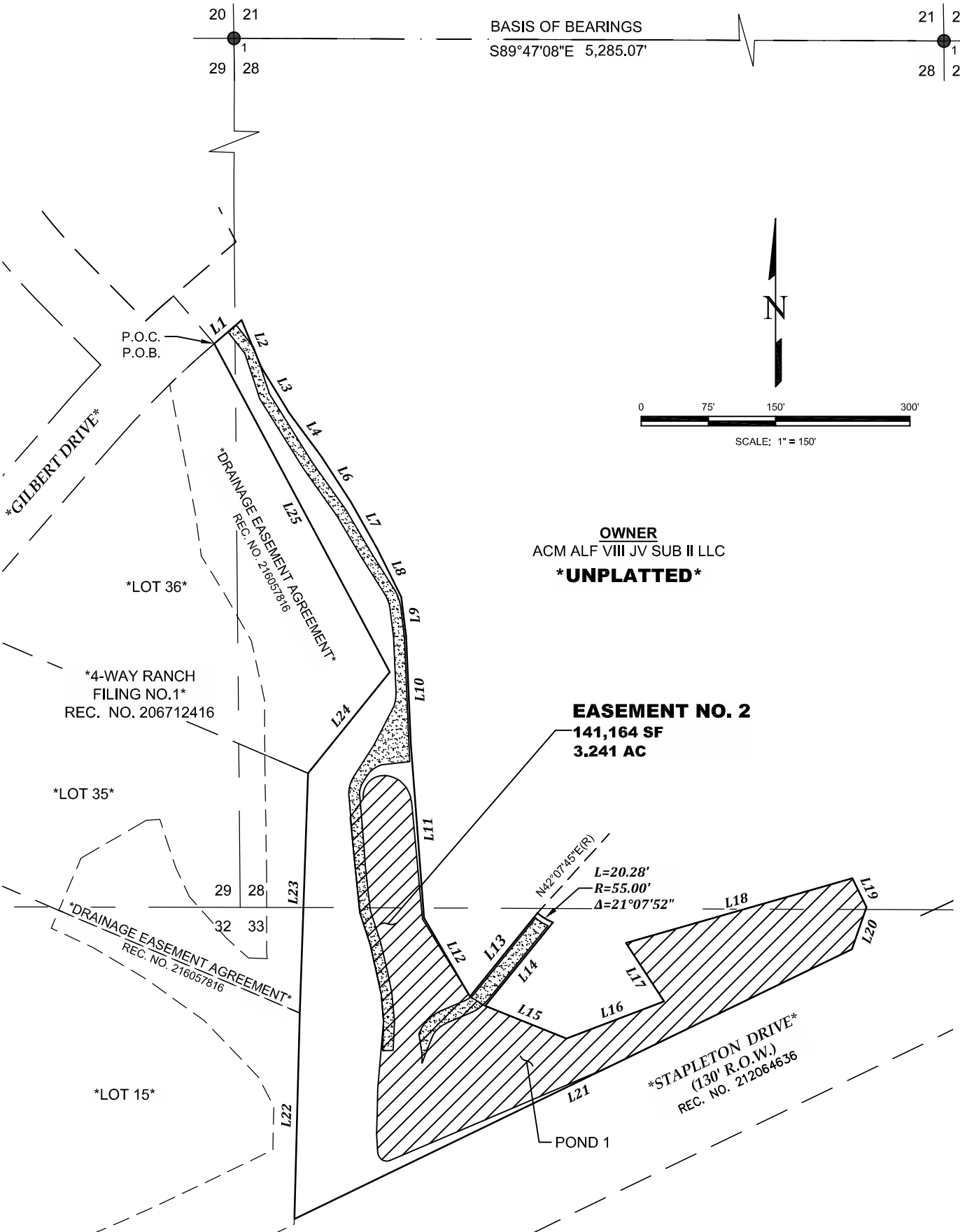
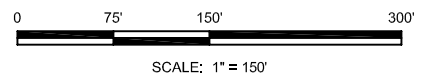
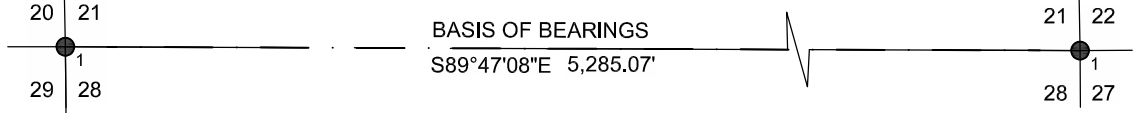
LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT C1



OWNER
ACM ALF VIII JV SUB II LLC
UNPLATTED

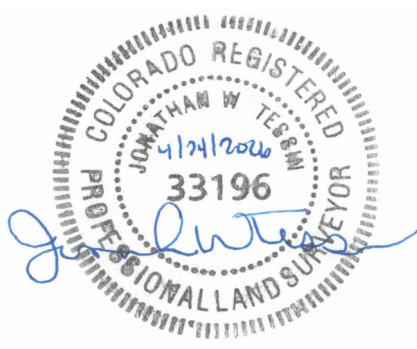
EASEMENT NO. 2
141,164 SF
3.241 AC

$N42^{\circ}07'45"E(R)$
 $L=20.28'$
 $R=55.00'$
 $\Delta=21^{\circ}07'52"$

LEGEND:

- 1 FOUND 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087"
- * AREA NOT INCLUDED IN THIS SURVEY
- P.O.C POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- (R) RADIAL BEARING
- ROAD ACCESS
- POND AREA

THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION.



EDWARD-JAMES SURVEYING, INC.
926 Elkton Dr. Colorado Springs, CO 80907 (719) 576-1216
4-20-2026 DRAINAGE EASEMENT 2
4732 Eagleridge Circle Pueblo, CO 81008 (719) 545-6240
JOB NO. 2117-00 SHEET 3 OF 4

EXHIBIT C1 LINE TABLE

LINE TABLE EASEMENT NO. 2		
NO.	BEARING	LENGTH
L1	N49°22'58"E	40.19'
L2	S22°44'36"E	56.87'
L3	S31°19'55"E	60.05'
L4	S36°28'03"E	60.53'
L6	S32°52'52"E	60.15'
L7	S29°25'32"E	60.00'
L8	S26°30'01"E	60.05'
L9	S07°00'09"E	44.70'
L10	S02°30'00"E	120.39'
L11	S04°21'40"E	194.43'
L12	S30°14'06"E	101.64'
L13	N39°00'00"E	120.00'
L14	S39°00'00"W	120.00'
L15	S68°08'53"E	97.61'
L16	N69°11'02"E	116.63'
L17	N33°09'46"W	77.79'
L18	N74°01'31"E	262.92'
L19	S25°50'28"E	35.96'
L20	S19°07'42"W	49.52'
L21	S64°09'32"W	691.61'
L22	N01°31'24"E	230.23'
L23	N01°58'45"E	267.96'
L24	N38°56'07"E	145.18'
L25	N28°06'29"W	415.84'



THIS DRAWING DOES NOT REPRESENT A
MONUMENTED LAND SURVEY AND IS ONLY
INTENDED TO DEPICT THE LEGAL DESCRIPTION.



EDWARD-JAMES SURVEYING, INC.
 926 Elkton Dr. 4732 Eagleridge Circle
 Colorado Springs, CO 80907 Pueblo, CO 81008
 (719) 576-1216 (719) 545-6240
 4-20-2026 JOB NO. 2117-00
DRAINAGE EASEMENT 2 SHEET 4 OF 4



EXHIBIT B2

LEGAL DESCRIPTION: DRAINAGE EASEMENT

A TRACT OF LAND BEING A PORTION OF SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF SAID SECTION 28, BEING MONUMENTED AT EACH END BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087" AND ASSUMED TO BEAR S89°47'04"E, A DISTANCE OF 5,285.07 FEET.

EASEMENT NO. 3

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE S02°57'46"E, A DISTANCE OF 3,337.73 FEET TO THE POINT OF BEGINNING; THENCE S84°07'01"E, A DISTANCE OF 223.34 FEET; THENCE S87°26'34"E, A DISTANCE OF 63.00 FEET; THENCE S71°11'29"E, A DISTANCE OF 45.82 FEET; THENCE S41°52'53"E, A DISTANCE OF 75.23 FEET; THENCE S74°50'57"E, A DISTANCE OF 62.49 FEET; THENCE N67°40'48"E, A DISTANCE OF 371.53 FEET; THENCE S44°11'17"E A DISTANCE OF 147.36; THENCE N43°58'27"E A DISTANCE OF 80.21 FEET; THENCE S47°22'50"E A DISTANCE OF 145.02 FEET; THENCE N44°19'19"E A DISTANCE OF 22.14 FEET; THENCE S81°05'02"E A DISTANCE OF 190.87 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N78°37'57"E, HAVING A DELTA OF 116°05'55", A RADIUS OF 55.00 FEET A DISTANCE OF 111.45 FEET TO A POINT ON CURVE; THENCE S00°26'19"E A DISTANCE OF 103.59 FEET; THENCE N89°33'41"E A DISTANCE OF 65.00 FEET; THENCE S00°26'19"E A DISTANCE OF 152.50 FEET; THENCE S48°19'16"E A DISTANCE OF 96.59 FEET; THENCE N89°32'58"E A DISTANCE OF 53.92 FEET; THENCE S00°27'02"E, A DISTANCE OF 345.12 FEET; THENCE S89°34'31"W, A DISTANCE OF 190.82 FEET; THENCE S13°38'53"W, A DISTANCE OF 3.14 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 46°12'58", A RADIUS OF 86.00 FEET, A DISTANCE OF 69.37 FEET TO A POINT OF TANGENT; THENCE S59°51'51"W, A DISTANCE OF 42.97 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 79°02'13", A RADIUS OF 20.00 FEET A DISTANCE OF 27.59 FEET TO A POINT OF TANGENT; THENCE S19°10'22"E A DISTANCE OF 109.24 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 28°28'21", A RADIUS OF 20.00 FEET A DISTANCE OF 9.94 FEET TO A POINT OF TANGENT; THENCE S47°38'44"E A DISTANCE OF 225.96 FEET; THENCE S73°16'59"E A DISTANCE OF 83.70 FEET; THENCE N44°58'19"E A DISTANCE OF 148.45 FEET; THENCE S45°01'41"E A DISTANCE OF 104.00 FEET; THENCE S44°58'19"W A DISTANCE OF 144.85 FEET; THENCE S64°59'02"E A DISTANCE OF 23.80 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 18°36'46", A RADIUS OF 20.00 FEET A DISTANCE OF 6.50 FEET TO A POINT OF TANGENT; THENCE S83°35'47"E A DISTANCE OF 150.10 FEET; THENCE N47°33'57"E A DISTANCE OF 193.25 FEET; THENCE N86°51'25"E A DISTANCE OF 167.64 FEET; THENCE S24°23'26"E A DISTANCE OF 50.77 FEET; THENCE S17°37'46"E A DISTANCE OF 294.28 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF A SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 208025323 OF THE RECORDS OF SAID EL PASO COUNTY;



THENCE ON SAID NORTHERLY BOUNDARY THE FOLLOWING SIXTEEN (16) COURSES:

1. N90°00'00"W, A DISTANCE OF 36.51 FEET;
2. S81°21'20"W, A DISTANCE OF 79.00 FEET;
3. S69°17'32"W, A DISTANCE OF 67.16 FEET;
4. S62°43'20"W, A DISTANCE OF 59.22 FEET;
5. S80°50'46"W, A DISTANCE OF 53.31 FEET;
6. N72°21'55"W, A DISTANCE OF 39.19 FEET;
7. N65°00'13"W, A DISTANCE OF 28.10 FEET;
8. N80°32'47"W, A DISTANCE OF 61.96 FEET;
9. N88°09'15"W, A DISTANCE OF 52.66 FEET;
10. S82°46'11"W, A DISTANCE OF 108.65 FEET;
11. N61°19'38"W, A DISTANCE OF 141.06 FEET;
12. N80°48'35"W, A DISTANCE OF 101.84 FEET;
13. N64°09'57"W, A DISTANCE OF 94.87 FEET;
14. N47°17'41"W, A DISTANCE OF 86.33 FEET;
15. N33°21'54"W, A DISTANCE OF 38.41 FEET;
16. S00°00'00"E, A DISTANCE OF 472.53 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STAPLETON DRIVE;

THENCE N19°11'11"W A DISTANCE OF 75.54 FEET; THENCE N48°10'00"W A DISTANCE OF 39.62 FEET; THENCE N41°45'56"E A DISTANCE OF 10.02 FEET; THENCE S48°07'44"E A DISTANCE OF 37.15 FEET; THENCE N00°00'00"E A DISTANCE OF 104.03 FEET; THENCE N90°00'00"W A DISTANCE OF 32.25 FEET; THENCE N00°00'00"E A DISTANCE OF 10.00 FEET; THENCE N90°00'00"E A DISTANCE OF 32.25 FEET; THENCE N00°00'00"E A DISTANCE OF 40.82 FEET; THENCE S90°00'00"W A DISTANCE OF 32.24 FEET; THENCE N00°04'28"W A DISTANCE OF 10.00 FEET; THENCE N90°00'00"E A DISTANCE OF 32.25 FEET; THENCE N00°00'00"E A DISTANCE OF 38.31 FEET; THENCE N90°00'00"W A DISTANCE OF 76.09 FEET; THENCE N03°30'47"W A DISTANCE OF 10.02 FEET; THENCE N90°00'00"E A DISTANCE OF 91.65 FEET; THENCE N00°00'47"W A DISTANCE OF 137.46 FEET; THENCE N56°21'42"W A DISTANCE OF 54.38 FEET; THENCE S76°54'43"W A DISTANCE OF 86.50 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S79°41'47"W, HAVING A DELTA OF 11°30'28", A RADIUS OF 1,250.00 FEET A DISTANCE OF 251.06 FEET TO A POINT ON CURVE; THENCE N67°18'17"E A DISTANCE OF 119.72 FEET; THENCE N22°28'23"E A DISTANCE OF 7.09 FEET; THENCE N22°21'31"W A DISTANCE OF 38.57 FEET; THENCE N25°07'25"W A DISTANCE OF 66.02 FEET; THENCE N27°50'37"W A DISTANCE OF 65.16 FEET, THENCE N16°07'17"W A DISTANCE OF 73.88 FEET; THENCE N16°09'50"W A DISTANCE OF 50.00 FEET; THENCE N17°29'03"W A DISTANCE OF 124.83 FEET; THENCE N03°18'02"E, A DISTANCE OF 205.74 FEET; THENCE N19°08'47"W A DISTANCE OF 73.79 FEET; THENCE N21°08'32"W A DISTANCE OF 89.56 FEET; THENCE N30°56'30", A DISTANCE OF 81.87 FEET; THENCE N34°05'25"W A DISTANCE OF 72.65 FEET; THENCE N41°02'14"W A DISTANCE OF 144.45 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N40°58'40"W, HAVING A DELTA OF 08°00'18", A RADIUS OF 1,225.00 FEET, A DISTANCE OF 171.15 FEET TO A POINT ON CURVE; THENCE N32°58'22"W A DISTANCE OF 124.73 FEET; THENCE S58°57'56"W A DISTANCE OF 65.28 FEET; THENCE S62°03'54"W A DISTANCE OF 62.85 FEET; THENCE S65°20'20"W A DISTANCE OF 62.85 FEET; THENCE S68°36'47"W A DISTANCE OF 62.85 FEET;



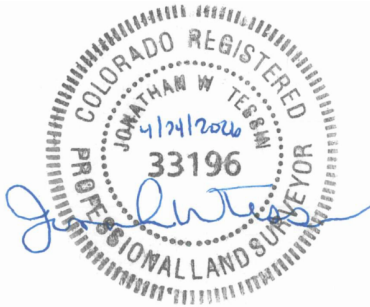
April 19, 2026
Job No. 2117-01
Page 3 of 6

THENCE N88°35'57"W A DISTANCE OF 70.92 FEET; THENCE N00°21'55"E A DISTANCE OF 132.98 FEET; THENCE N83°07'18"W A DISTANCE OF 22.85 FEET; THENCE S46°16'35"W A DISTANCE OF 59.47 FEET; THENCE S72°34'31"W A DISTANCE OF 64.44 FEET; THENCE N71°47'57"W A DISTANCE OF 205.75; THENCE N23°23'58"E A DISTANCE OF 63.18 FEET; FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 808,370 SQUARE FEET OR 18.558 ACRES, MORE OR LESS.

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.

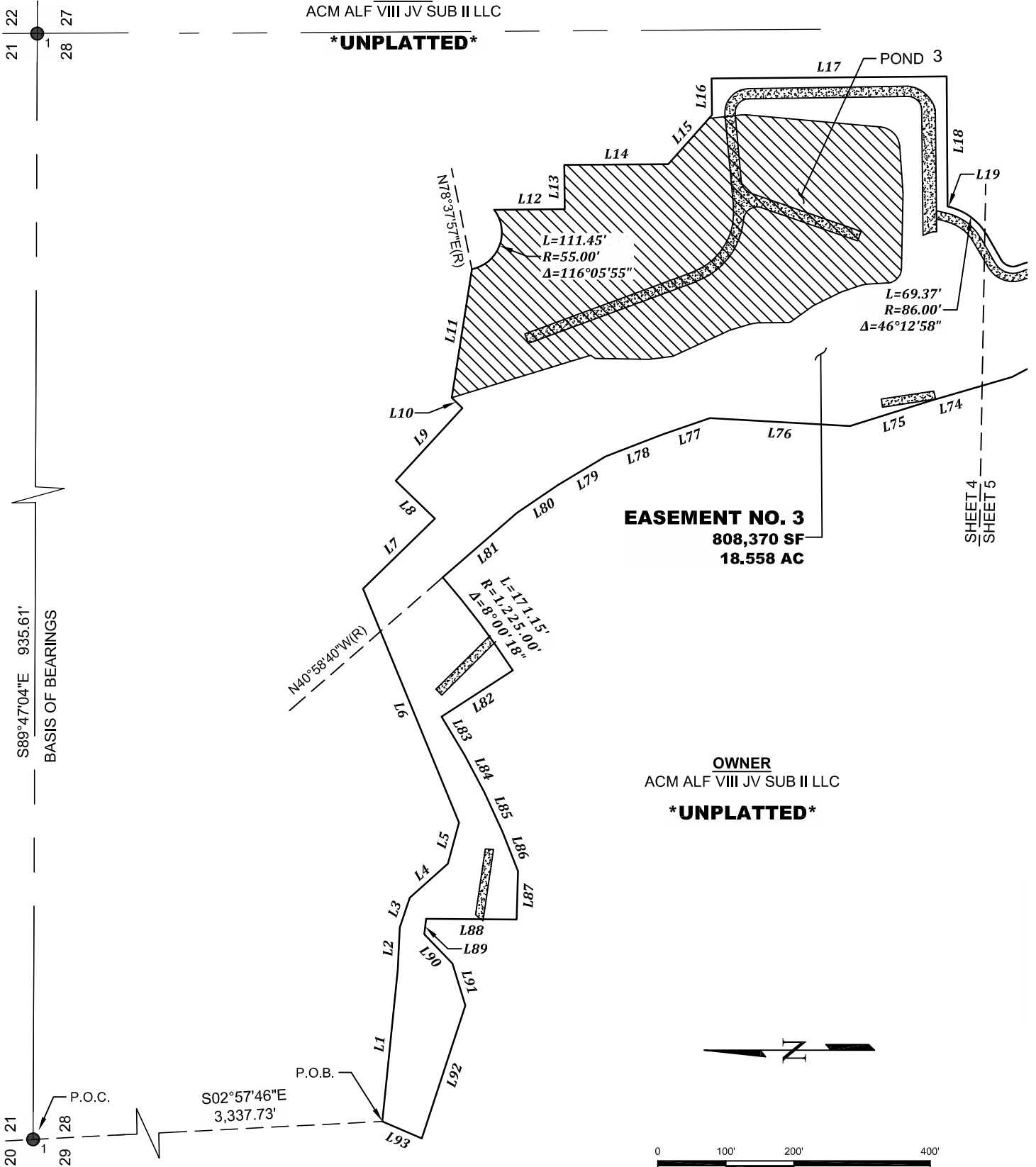


JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT C2

OWNER
ACM ALF VIII JV SUB II LLC

UNPLATTED



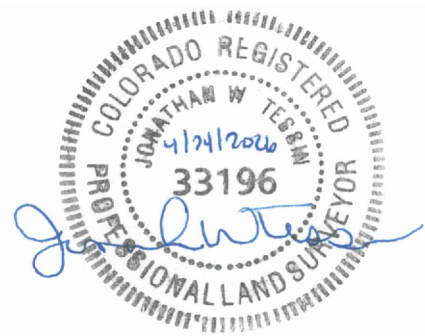
S89°47'04"E 935.61'
BASIS OF BEARINGS

EASEMENT NO. 3
808,370 SF
18.558 AC

OWNER
ACM ALF VIII JV SUB II LLC
UNPLATTED

LEGEND:

- 1 FOUND 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087"
- * AREA NOT INCLUDED IN THIS SURVEY
- P.O.C POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- (R) RADIAL BEARING
- ROAD ACCESS
- POND AREA

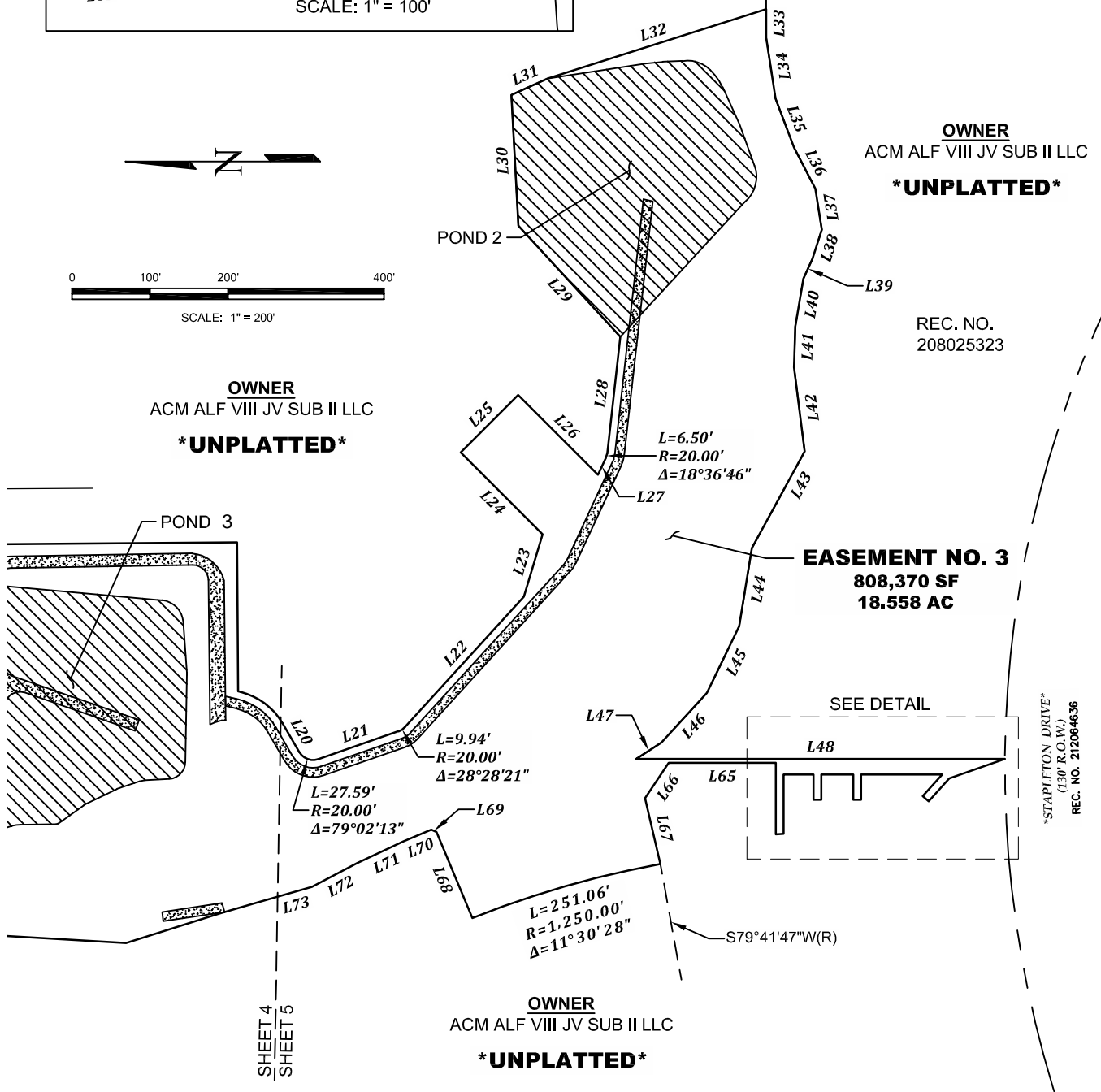
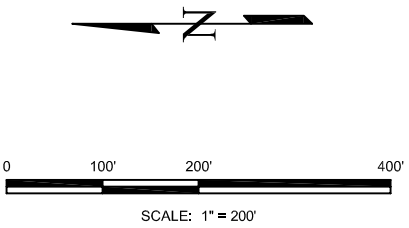
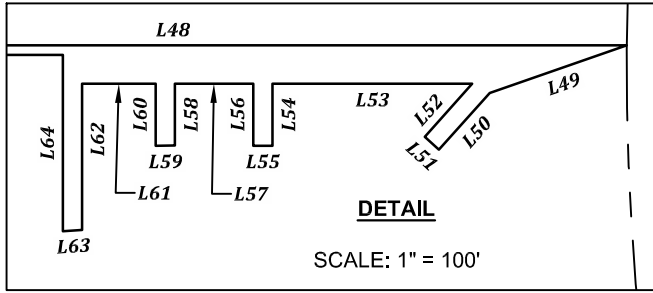


THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION.



EDWARD-JAMES SURVEYING, INC.
926 Elkton Dr. 4732 Eagleridge Circle
Colorado Springs, CO 80907 Pueblo, CO 81008
(719) 576-1216 (719) 545-6240
4-20-2026 JOB NO. 2117-00
DRAINAGE EASEMENT SHEET 4 OF 6

EXHIBIT C2



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EDWARD-JAMES SURVEYING, INC.
926 Elkton Dr. 4732 Eagleridge Circle
Colorado Springs, CO 80907 Pueblo, CO 81008
(719) 576-1216 (719) 545-6240
4-20-2026 JOB NO. 2117-00
DRAINAGE EASEMENT 3 SHEET 5 OF 6

EXHIBIT C2 LINE TABLE

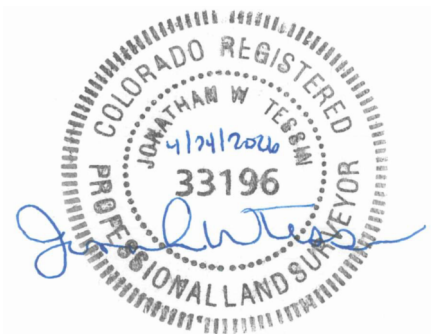
LINE TABLE EASEMENT 1		
NO.	BEARING	LENGTH
L1	S84°07'01"E	223.34'
L2	S87°26'34"E	63.00'
L3	S71°11'29"E	45.82'
L4	S41°52'53"E	75.23'
L5	S74°50'57"E	62.49'
L6	N67°40'48"E	371.53'
L7	S44°11'17"E	147.36'
L8	N43°58'27"E	80.21'
L9	S47°22'50"E	145.02'
L10	N44°19'19"E	22.14'
L11	S81°05'02"E	190.87'
L12	S00°26'19"E	103.59'
L13	N89°33'41"E	65.00'
L14	S00°26'19"E	152.50'
L15	S48°19'16"E	96.59'
L16	N89°32'58"E	53.92'
L17	S00°27'02"E	345.12'
L18	S89°34'31"W	190.82'
L19	S13°38'53"W	3.14'

LINE TABLE EASEMENT 1		
NO.	BEARING	LENGTH
L20	S59°51'51"W	42.97'
L21	S19°10'22"E	109.24'
L22	S47°38'44"E	225.96'
L23	S73°16'59"E	83.70'
L24	N44°58'19"E	148.45'
L25	S45°01'41"E	104.00'
L26	S44°58'19"W	144.85'
L27	S64°59'02"E	23.80'
L28	S83°35'47"E	150.10'
L29	N47°33'57"E	193.25'
L30	N86°51'25"E	167.64'
L31	S24°23'26"E	50.77'
L32	S17°37'46"E	294.28'
L33	N90°00'00"W	36.51'
L34	S81°21'20"W	79.00'
L35	S69°17'32"W	67.16'
L36	S62°43'20"W	59.22'
L37	S80°50'46"W	53.31'
L38	N72°21'55"W	39.19'

LINE TABLE EASEMENT 1		
NO.	BEARING	LENGTH
L39	N65°00'13"W	28.10'
L40	N80°32'47"W	61.96'
L41	N88°09'15"W	52.66'
L42	S82°46'11"W	108.65'
L43	N61°19'38"W	141.06'
L44	N80°48'35"W	101.84'
L45	N64°09'57"W	94.87'
L46	N47°17'41"W	86.33'
L47	N33°21'54"W	38.41'
L48	S00°00'00"E	472.53'
L49	N19°11'11"W	75.54'
L50	N48°10'00"W	39.62'
L51	N41°45'56"E	10.02'
L52	S48°07'44"E	37.15'
L53	N00°00'00"E	104.03'
L54	N90°00'00"W	32.25'
L55	N00°00'00"E	10.00'
L56	N90°00'00"E	32.25'
L57	N00°00'00"E	40.82'

LINE TABLE EASEMENT 1		
NO.	BEARING	LENGTH
L58	S90°00'00"W	32.24'
L59	N00°04'28"W	10.00'
L60	N90°00'00"E	32.25'
L61	N00°00'00"E	38.31'
L62	N90°00'00"W	76.09'
L63	N03°30'47"W	10.02'
L64	N90°00'00"E	91.65'
L65	N00°00'47"W	137.46'
L66	N56°21'42"W	54.38'
L67	S76°54'43"W	86.50'
L68	N67°18'17"E	119.72'
L69	N22°28'23"E	7.09'
L70	N22°21'31"W	38.57'
L71	N25°07'25"W	66.02'
L72	N27°50'37"W	65.16'
L73	N16°07'17"W	73.88'
L74	N16°09'50"W	50.00'
L75	N17°29'03"W	124.83'
L76	N03°18'02"E	205.74'

LINE TABLE EASEMENT 1		
NO.	BEARING	LENGTH
L77	N19°08'47"W	73.79'
L78	N21°08'32"W	89.56'
L79	N30°56'30"W	81.87'
L80	N34°05'25"W	72.65'
L81	N41°02'14"W	144.45'
L82	N32°58'22"W	124.73'
L83	S58°57'56"W	65.28'
L84	S62°03'54"W	62.85'
L85	S65°20'20"W	62.85'
L86	S68°36'47"W	62.85'
L87	N88°35'57"W	70.92'
L88	N00°21'55"E	132.98'
L89	N83°07'18"W	22.85'
L90	S46°16'35"W	59.47'
L91	S72°34'31"W	64.44'
L92	N71°47'57"W	205.75'
L93	N23°23'58"E	63.18'



THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION.



EDWARD-JAMES SURVEYING, INC.
 926 Elkton Dr. 4732 Eagleridge Circle
 Colorado Springs, CO 80907 Pueblo, CO 81008
 (719) 576-1216 (719) 545-6240
 4-20-2026 JOB NO. 2117-00
DRAINAGE EASEMENT SHEET 6 OF 6

EXHIBIT D
Waterbury Filing No. 1
Operations and Maintenance Manual
Extended Detention Basin, Diversion Swale E-E & Grass Buffers
County Job No. PUDSP-21-005 & SF237

Extended detention basins have low to moderate maintenance requirements. Routine and non-routine maintenance is necessary to assure performance, enhance aesthetics, and protect structural integrity. Dry basins can result in nuisance complaints if not properly designed or maintained. Bio-degradable pesticides may be required to limit insect problems. Frequent debris removal and grass-mowing can reduce aesthetic complaints. If a shallow wetland or marshy area is included, mosquito breeding and nuisance odors could occur if the water becomes stagnant.

ACM ALF VIII JV SUB II LLC

Contact Person: Jason Pock

Phone: 303-984-9800 EXT 107

Email: jpock@westsideinv.com

Mailing Address: 4100 E. Mississippi Avenue, STE 500, Colorado Springs, CO 80246

1. Waterbury Filing No. 1 Extended Detention Basins, Diversion Swale E-E & Grass Buffers Maintained by Waterbury Metropolitan District #1.

There are 3 Extended Detention Basin on the Waterbury Filing No. 1 property that Waterbury Metropolitan District #1 owns and maintains. The following are details of this detention basin. Attached to this manual is a map showing the detention basin location.

Extended Detention Basin Pond 1– Extended Detention Basin with WQCV. This full spectrum detention basin will be built in 2026. The final drainage report for Waterbury Filing No. 1 covers the drainage calculations for this pond.

Extended Detention Basin Pond 2– Extended Detention Basin with WQCV. This full spectrum detention basin will be built in 2026. The final drainage report for Waterbury Filing No. 1 covers the drainage calculations for this pond.

Extended Detention Basin Pond 3– Extended Detention Basin with WQCV. This full spectrum detention basin will be built in 2026. The final drainage report for Waterbury Filing No. 1 covers the drainage calculations for this pond.

Diversion Swale E-E- This Swale will be built in 2026. The final drainage report for Waterbury Filing No. 1 covers the drainage calculations for this swale.

Grasse Buffer- These Grass Buffers will be used as Receiving Pervious Areas. The final drainage report for Waterbury Filing No. 1 covers the Runoff Reduction calculations for these Receiving Pervious Areas (RPA).

2. Access

The Extended Detention Basin Pond 1 can be accessed from the Saybrook Road and the from a second access road that parallels the channel behind lots 156-165 and up to the top of the pond berm. There is a gravel access ramp on the east corner of the Extended Detention Basin.

The Extended Detention Basin Pond 2 & 3 can be accessed from the end of Sunken Meadow Drive with a maintenance road to both. There is a gravel access ramp on the east corner of the Extended Detention Basin 3.

The Swale E-E can be accessed from the end of Megansett Way Public ROW and Muddy Pond Public ROW with a maintenance road to both. There is a temporary access at the end of the roadway.

The Grass Buffers (Receiving Pervious Area RPA) can be accessed through the homeowner's yard side yard easements or directly from Gilbert Drive.

3. Inspections

Inspection and Frequency

Annually inspect detention basin to ensure that the basin continues to function as initially intended. The annual inspection should evaluate the forebay, pond side slopes, inflow channel, the spillway condition, the depth of sediment in the forebay, outlet structure, trash rack, downstream channel, and the 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. In addition, an inspection of the vegetation on the berm, inside the detention area and the downstream face of the spillway should be conducted. Any bare areas should be noted and repaired using native grasses. Any sloughing or erosion of the embankment should be noted and repaired. Items to record will include any items inspected and the mowing frequency of the vegetation on the facility.

Just before annual storm seasons (that is, April and May) and following significant rainfall events, inspect for litter and debris that may plug outlets. Of notable importance, the inspections should also include the water quality orifice plate and trash rack to ensure plugging has not occurred.

A baseline survey should be performed at the time of construction and comparison surveys conducted every ten to twenty years after to monitor overall performance of the pond. Results of inspections should be recorded and kept at a central location for review and recording by the district.

Inspection Personnel

A qualified engineer, surveyor, or certified storm water inspector should conduct inspections of the facility.

4.0 Operations

No specific operating instructions are required.

5.0 Maintenance

Maintenance of the Extended Detention Basin shall be in accordance with the guidelines included in Table EDB-1, below.

Table EDB-1		
Required Action	Maintenance Objective	Frequency of Action
Lawn mowing and lawn care	Occasional mowing to limit unwanted vegetation on areas outside of the bottom of the channel and the banks. Maintain irrigated turf grass as 2 to 4 inches tall and non-irrigated native turf grasses at 4 to 6. Vegetation along the channel banks and in the bottom of the channel shall be left uncut and allowed to grow.	Routine – Depending on aesthetic requirements.
Debris and litter removal	Remove debris and litter from the entire pond to minimize outlet clogging and improve aesthetics. Outlet structure trash racks should be clear of any blockage.	Routine – Including just before annual storm seasons (that is, April and May) and following significant rainfall events.
Erosion and sediment control	Repair and revegetate eroded areas in the basin and channels.	Nonroutine – Periodic and repair as necessary based on inspection.
Structural	Repair pond inlets, outlets, forebays, low flow channel liners, and energy dissipators whenever damage is discovered.	Nonroutine – Repair as needed based on regular inspections.
Inspections	Inspect basins to insure that the basin continues to function as initially intended. Examine the	Routine – Annual inspection of hydraulic and structural facilities. Also check for obvious

	outlet for clogging, erosion, slumping, excessive sedimentation levels, overgrowth, embankment and spillway integrity, and damage to any structural element.	problems during routine maintenance visits, especially for plugging of outlets.
Nuisance control	Address odor, insects, and overgrowth issues associated with stagnant or standing water in the bottom zone.	Nonroutine – Handle as necessary per inspection or local complaints.
Sediment removal	Remove accumulated sediment from the forebay, micro-pool, and the bottom of the basin.	Nonroutine – Performed when sediment accumulation occupies 20 percent of the WQCV. This may vary considerably, but expect to do this every 10 to 20 years, as necessary per inspection if no construction activities take place in the tributary watershed. More often if they do. The forebay and the micro-pool will require more frequent cleanout than other areas of the basin, say every 1 or 2 years.

Maintenance of the Grass Buffers and Swales (Receiving Pervious Areas & Diversion Swale) shall be in accordance with the guidelines included in Table RPA-1, below.

Required Action	Maintenance Objective	Frequency of Action
Inspection	Check for sediment accumulation and rill and gully development. Inspect vegetation for uniform coverage.	Routine – at least twice annually for uniform cover and traffic impacts.
Debris and litter removal	Remove litter and debris to prevent rill and gully development from preferential flow paths around accumulated	Routine This should be done as needed based on inspection, but no less than two times per year.

	debris, enhance aesthetics, and prevent floatables from being washed offsite.	
Aeration	Aeration is done by punching holes in the ground using an aerator with hollow punches that pull the soil cores or "plugs" from the ground. Holes should be at least 2 inches deep and no more than 4 inches apart.	Routine – Should be performed at least once per year when the ground is not frozen.
Mowing	When starting from seed, mow native/drought-tolerant grasses only when required to deter weeds during the first three years. Following this period mowing of native/drought tolerant grass may stop or be reduced to maintain a length of no less than six inches.	Routine – Mowing of manicured grasses may vary from as frequently as weekly during the summer, to no mowing during the winter.
Added Fertilizer, Herbicide, and Pesticide Application	Use the minimum amount of biodegradable nontoxic fertilizers and herbicides needed to establish and maintain dense vegetation cover that is reasonably free of weeds. Fertilizer application may be significantly reduced or eliminated by the use of mulch-mowers, as opposed to bagging and removing clippings. To keep clippings out of receiving waters, maintain a 25-foot buffer adjacent to open water areas where clippings are bagged. Hand-pull the weeds in areas with limited weed problems.	Nonroutine – Frequency of fertilizer, herbicide, and pesticide application should be on an as-needed basis only and should decrease following establishment of vegetation.
Sediment removal	For Grass Buffers: Using a shovel, remove sediment	Nonroutine – Remove sediment as needed based

	<p>at the interface between the impervious area and buffer</p> <p>For Grass Swales: Remove accumulated sediment near culverts and in channels to maintain flow capacity. Spot replace the grass areas as necessary.</p>	<p>on inspection. Frequency depends on site-specific conditions. For planning purposes, it can be estimated that 3 to 10% of the swale length or buffer interface length will require sediment removal on an annual basis. Reseed and/or patch damage areas in buffer, sideslopes and/or channel to maintain healthy vegetative cover. Over time, and depending on pollutant load, portion of butter/sale may need to be rehabilitated due to sediment deposition. Periodic sediment removal will reduce the frequency of revegetation required. Expect turf replacement for the buffer interface area every 10 to 20 years.</p>
<p>Irrigation Schedule and Maintenance</p>	<p>Check for broken sprinkler heads and repair them, as needed. Do not overwater. Signs of overwatering and/or broken sprinkler heads may include soggy areas and unevenly distributed areas of lush growth. Completely drain and blowout the irrigation system before the first winter freeze each year. Upon reactivation of the irrigation system in the spring, inspect all components and replace damaged parts, as needed.</p>	<p>Adjust irrigation schedules throughout the growing season to provide the proper irrigation application rate to maintain healthy vegetation. Less irrigation is typically needed in early summer and fall, with more irrigation needed during July and August. Native grass should not require irrigation after establishment, except during prolonged dry periods when supplemental, temporary irrigation may aid in maintaining healthy vegetation cover.</p>