Engineering Review Ver.6

Please see engineering review comments (See link to the left) and on the following documents:

- Final Drainage Report_V6 Revised FDR per comments
- Channel Deviation_V6 Revised per comments
- Channel Maintenance Agreement_V6 Revised per comments
- EDB Maintenance Agreement Revised per comments
- Final Plat_V6 Please address Version 5 comments. It appears an updated plat was not submitted as the V5 comments were not corrected. Revised per comments
- ROW License Agreement_V6 See comments and pending review by County Legal. Revised per comments
- Letter of Intent (update as applicable) revised and uploaded
- CDs Revised CD's per comments
- FAE (previous version with updated redlines) revised and uploaded

- Provide updated correspondence Certification letter from the US Army Corps of Engineers. Certification memo will expire on 3/14. Provide copy of wetlands credit invoice per USACE memo. Have latest version for submittal. Uploaded

- For the PID #4 inclusion request. Please send a Word version of the property description to the County Attorney at email loriseago@elpasoco.com Noted, Owner has coordinated with Ryan Howser

-Upfront Fee Road Impact fees to be paid at time of Final Plat Recording at 198 lots at $293/lot for PID #4 (10mil PID) ~$58,014 Noted, Owner has coordinated with Ryan Howser

Note:
- Drainage Easement and Maintenance Agreement needs to include the easements west of the platted area and include the adjacent land owners, or a separate agreement may be provided. Have recorded easements already done for 4-Way Ranch Metro District to perform their maintenance. Uploaded
- The draft channel adaptive management plan will be needed prior to approval of CDs. (See condition on deviation request.) Noted, we have submitted a AMP to be coordinated with EPC Engineering

- County will remain the permittee for the CDOT access permit and will not defer. LSC has

coordinated with CDOT. Attached an email chain between CDOT and LSC

Reviewed by:
Ed Schoenheit - 719-520-6813
Charlene Durham - 719-520-7951
Jeff Rice - 719-520-7877

Review 6: EPC DPW Stormwater has comments on the following documents (to be uploaded by Development Services Engineering):
- Channel Maintenance Agreement Updated per comments
- Construction Drawings Revised CD's per comments

-There is work off-site, provide temporary and permanent easement for drainage improvements associated with the project. Have existing easements on Lots 15, 35 & 36. For the work can access from east side of channel and our proposed access road

Reviewed by:
Mikayla Hartford, P.E.
Engineer - Stormwater
719.339.5053
MikaylaHartford@elpasoco.com

Prior comments still apply.

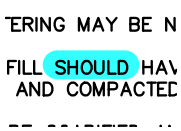
1. The area has already had the addresses assigned. The area has been reconfigured and will required the majority of the area to be re-addressed. A re-addressing fee will be applied at plat. Contact this department once you are ready to have the area re-addressed. Street names have been moved. Enumerations will need to see the extensions of Peconic Place, Masonboro Way, Megansett Way to the north, & Muddy Pond Street to the east to be able to complete the addressing on these streets. Once the addresses are received, they will need to be added to the plat. Coordinated with Enumerations and we have addresses
2. Final Plat comments: Revised per comments
a. Enumerations will review the pre-plat (mylar) prior to plat for address placement, street names, and title block. Noted added address from Enumerations
b. A $10.00 per lot and tract platting fee will be due at the time of the review of the pre-plat, (two addresses per lot and tract). If an address is not needed on a tract then no fee applies.

Check should be made out to PIKES PEAK REGIONAL BUILDING DEPARTMENT or PPRBD. Paid directly to the Enumerations Department. As of December 5th 2023, the fee for all credit/debit cards has changed from the flat 2.95% fee to the following: Over the phone Credit/Debit Card payments will be 2.3% and In-Person Debit Card payments will be 1.5% (in-person only).
c. Pre-plat reviews can be reviewed via “pdf” or in-person. The pre-plat will be stamped by Enumerations for accuracy and returned to the applicant and the planner. All payments to be mailed to RBD via a check or credit card payment over the phone. Plats should not be recorded prior to Enumerations stamping the pre-plat and receiving payment of plat fees. If any pre-plat changes occur, even if changes do not apply to Enumerations, we still need to re-stamp the pre-plat. The Enumerations stamped pre-plat copy should match the recorded document minus a few signatures. If you would like an in-person review, please make an appointment on our website, https://www.pprbd.org/Home/BookAppt Noted
- d. A copy of the final recorded plat is required prior to plan submittal for RESIDENTIAL. A copy of the final recorded plat is required prior to approval in the Enumerations department on any COMMERCIAL plan submittal. Please email the Enumerations staff member that reviewed your project. Amy@pprbd.org; Brent@pprbd.org; or BeckyA@pprbd.org Noted

Amy Vanderbeek
Enumerations Plans Examiner
Pikes Peak Regional Building Department
O: 719-327-2930 E: Amy@pprbd.org

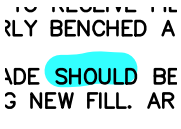
SF23007-R6-CDs.pdf Markup Summary 3-13-2026

1 (9)



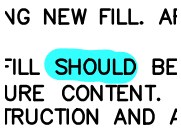
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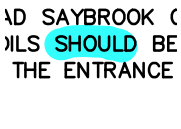
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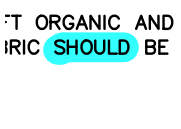
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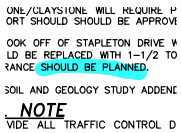
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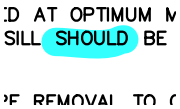
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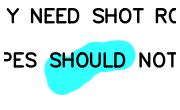
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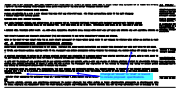
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done



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Date: 3/13/2026 3:46:11 PM
Author: Jeff Rice - EPC Engineering Review
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Change all "should" to "shall" or reword to include proposed specifications.

done

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2 (1)



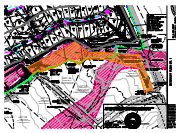
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Page Index: 2
Date: 3/12/2026 4:51:04 PM
Author: Jeff Rice - EPC Engineering Review
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If grading is not proposed in this area the FDR plans need to be updated.

updated FDR w/ interim and future

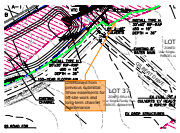
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4 (3)



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Author: Mikayla Hartford
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Page Label: [3] 235600 GESC FINAL-4 EC INTERIM (1)

done



Subject: SW - Textbox with Arrow
Page Index: 4
Date: 3/12/2026 4:03:27 PM
Author: Mikayla Hartford
Color:
Layer:
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Page Label: [3] 235600 GESC FINAL-4 EC INTERIM (1)

Unresolved from previous submittal: Show easements for off-site work and long-term channel maintenance

done



Subject: Callout
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Date: 3/13/2026 12:04:05 PM
Author: Jeff Rice - EPC Engineering Review
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Page Label: [3] 235600 GESC FINAL-4 EC INTERIM (1)

Freeze storm drain on interim plan?

done

5 (1)



Subject: Callout
Page Index: 5
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Author: Jeff Rice - EPC Engineering Review
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show access road locations

done

7 (1)



Subject: Callout
Page Index: 7
Date: 3/13/2026 12:07:58 PM
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show access road locations

done

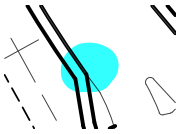
25 (6)



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Author: Jeff Rice - EPC Engineering Review
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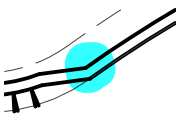
Lighting needs to be adjusted so that pedestrians are lit for oncoming traffic

done



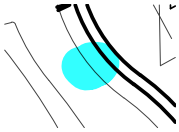
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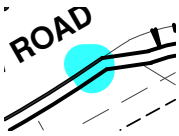
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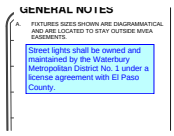
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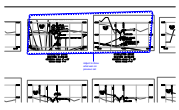
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Author: Jeff Rice - EPC Engineering Review
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Street lights shall be owned and maintained by the Waterbury Metropolitan District No. 1 under a license agreement with El Paso County.

done

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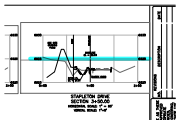
29 (3)



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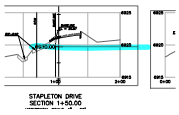
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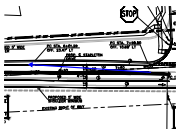
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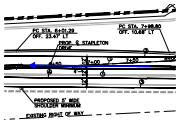
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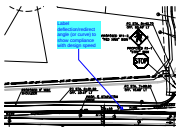
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Page Index: 30
Date: 3/13/2026 4:53:23 PM
Author: Jeff Rice - EPC Engineering Review
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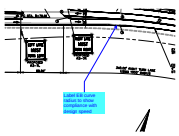
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Subject: Callout
Page Index: 30
Date: 3/13/2026 5:00:03 PM
Author: Jeff Rice - EPC Engineering Review
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Label deflection/redirect angle (or curve) to show compliance with design speed

---

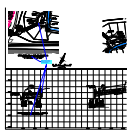


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Date: 3/13/2026 4:59:18 PM
Author: Jeff Rice - EPC Engineering Review
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Label EB curve radius to show compliance with design speed

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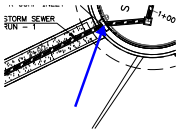
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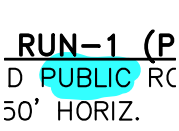
PRIVATE (Switch at inlet connection to outfall pipe)

done



Subject: Arrow
Page Index: 31
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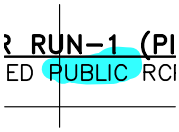
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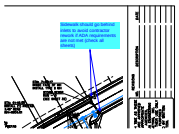
Sidewalk should go behind inlets to avoid rework if ADA requirements are not met

done



Subject:
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Date: 3/13/2026 4:49:19 PM
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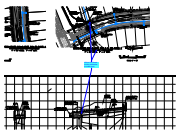
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Date: 3/13/2026 4:50:56 PM
Author: Jeff Rice - EPC Engineering Review
Color:
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Page Label: [19] 235600 CD 2-31 STORM R1-2

Sidewalk should go behind inlets to avoid contractor rework if ADA requirements are not met (check all sheets)

done

---

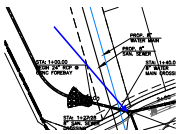
33 (3)



Subject: Callout
Page Index: 33
Date: 3/13/2026 4:45:05 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [21] 235600 CD 2-33 STORM R5-6

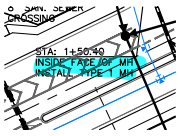
/PRIVATE (Switch at Inlet connection to outfall pipe)

done



Subject: Arrow
Page Index: 33
Date: 3/13/2026 4:42:07 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [21] 235600 CD 2-33 STORM R5-6

done



Subject:
Page Index: 33
Date: 3/13/2026 4:44:17 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [21] 235600 CD 2-33 STORM R5-6

done

---

35 (3)



Subject: Callout
Page Index: 35
Date: 3/13/2026 11:27:42 AM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [23] 235600 CD 2-35 STORM R8 & L3

show easement and label the infiltration gallery and sheet to reference

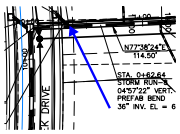
done



Subject: Callout
Page Index: 35
Date: 3/13/2026 4:40:16 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [23] 235600 CD 2-35 STORM R8 & L3

/PRIVATE (Switch at Wye connection to outfall pipe)

done

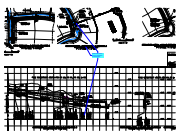


Subject: Arrow
Page Index: 35
Date: 3/13/2026 4:39:38 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [23] 235600 CD 2-35 STORM R8 & L3

done

---

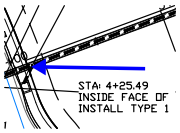
37 (2)



Subject: Callout
Page Index: 37
Date: 3/13/2026 4:35:52 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [25] 235600 CD 2-37 STORM R9-10 & L9-10

/PRIVATE (Switch at Wye connection to outfall pipe)

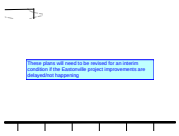
done



Subject: Arrow
Page Index: 37
Date: 3/13/2026 4:33:55 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [25] 235600 CD 2-37 STORM R9-10 & L9-10

done

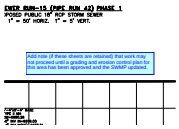
43 (3)



Subject: Text Box
Page Index: 43
Date: 3/13/2026 2:25:41 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [31] 235600 CD 2-43 STORM R15-18

These plans will need to be revised for an interim condition if the Eastonville project improvements are delayed/not happening

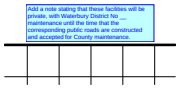
REVISED



Subject: Text Box
Page Index: 43
Date: 3/13/2026 2:29:02 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [31] 235600 CD 2-43 STORM R15-18

Add note (if these sheets are retained) that work may not proceed until a grading and erosion control plan for this area has been approved and the SWMP updated.

done

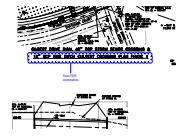


Subject: Text Box
Page Index: 43
Date: 3/13/2026 2:28:34 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [31] 235600 CD 2-43 STORM R15-18

Add a note stating that these facilities will be private, with Waterbury District No __ maintenance until the time that the corresponding public roads are constructed and accepted for County maintenance.

added to sheets 42 & 43

44 (1)

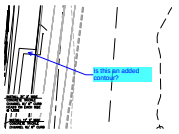


Subject: Cloud+
Page Index: 44
Date: 3/13/2026 11:33:19 AM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [32] 235600 CD 2-44 STORM GILBER CULVERTS

See FDR comments

leaving as is and added culvert crossing under access road with P&P on sheet 44

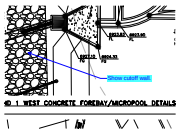
45 (2)



Subject: Callout
Page Index: 45
Date: 3/13/2026 11:35:49 AM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [33] 235600 CD 2-45 POND 1-1

Is this an added contour?

fixed



Subject: Callout
Page Index: 45
Date: 3/13/2026 4:29:35 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [33] 235600 CD 2-45 POND 1-1

Show cutoff wall.

done

47 (1)

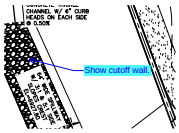


Subject: Callout
Page Index: 47
Date: 3/13/2026 4:19:18 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [35] 235600 CD 2-47 POND 2

Show spillway depression and cutoff wall.

done

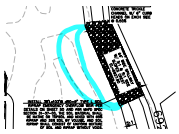
48 (6)



Subject: Callout
Page Index: 48
Date: 3/13/2026 4:23:20 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [36] 235600 CD 2-48 POND 3-1

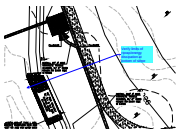
Show cutoff wall.

done



Subject:
Page Index: 48
Date: 3/13/2026 4:23:42 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [36] 235600 CD 2-48 POND 3-1

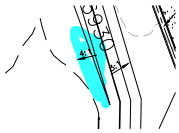
done



Subject: Callout
Page Index: 48
Date: 3/13/2026 4:24:34 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [36] 235600 CD 2-48 POND 3-1

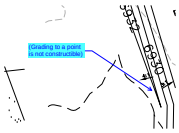
Verify limits of riprap/energy dissipation at bottom of slope

revised to bottom of slope but still out of wetlands



Subject:
Page Index: 48
Date: 3/13/2026 4:25:53 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [36] 235600 CD 2-48 POND 3-1

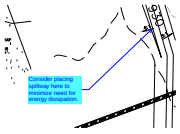
placed 2 berm



Subject: Callout
Page Index: 48
Date: 3/13/2026 4:26:27 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [36] 235600 CD 2-48 POND 3-1

(Grading to a point is not constructible)

placed 2 berm



Subject: Callout
Page Index: 48
Date: 3/13/2026 4:27:49 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [36] 235600 CD 2-48 POND 3-1

Consider placing spillway here to minimize need for energy dissipation.

leaving as is this late in game

50 (1)

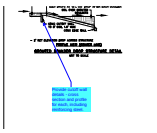


Subject: Cloud+
Page Index: 50
Date: 3/13/2026 4:20:29 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [38] 235600 CD 2-50 WEIR RIPRAP

Missing?

placed back in

51 (1)

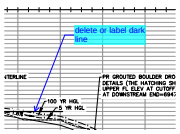


Subject: Callout
Page Index: 51
Date: 3/13/2026 4:21:56 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [39] 235600 CD Channel Imp-51 W CHANNEL IMP

Provide cutoff wall details - cross section and profile for each, including reinforcing steel.

ADDED

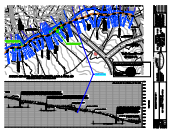
52 (4)



Subject: Callout
Page Index: 52
Date: 3/13/2026 11:38:58 AM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [40] 235600 CD Channel Imp-52 W CHANNEL P&P

delete or label dark line

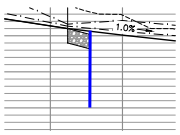
removed



Subject: Callout
Page Index: 52
Date: 3/13/2026 11:42:47 AM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [40] 235600 CD Channel Imp-52 W CHANNEL P&P

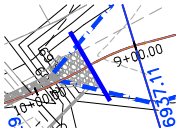
Provide a toe wall/buried check

ADDED



Subject: Arrow
Page Index: 52
Date: 3/13/2026 11:40:31 AM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [40] 235600 CD Channel Imp-52 W CHANNEL P&P

ADDED

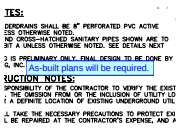


Subject: Arrow
Page Index: 52
Date: 3/13/2026 11:42:12 AM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [40] 235600 CD Channel Imp-52 W CHANNEL P&P

ADDED

---

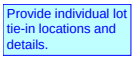
53 (3)



Subject: Text Box
Page Index: 53
Date: 3/12/2026 4:59:28 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [41] 235600 CD 3-53 UNDERDRAIN 1

As-built plans will be required.

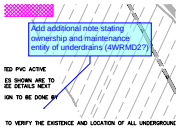
added note to sheets 53 and 54



Subject: Text Box
Page Index: 53
Date: 3/12/2026 5:00:25 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [41] 235600 CD 3-53 UNDERDRAIN 1

Provide individual lot tie-in locations and details.

added w/ dimensions from lot lines

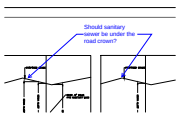


Subject: Callout
Page Index: 53
Date: 3/13/2026 12:10:27 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [41] 235600 CD 3-53 UNDERDRAIN 1

Add additional note stating ownership and maintenance entity of underdrains (4WRMD2?)

added note to sheets 53 and 54

54 (1)



Subject: Callout
Page Index: 54
Date: 3/12/2026 4:57:56 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [42] 235600 CD 3-54 UNDERDRAIN 2

Should sanitary sewer be under the road crown?

revised detail

55 (1)



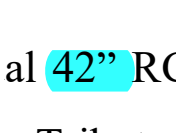
Subject: Callout
Page Index: 55
Date: 3/12/2026 4:53:38 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [43] 235600 CD 3-55 UNDERDRAIN 3

Show all easements and access road

added access road and easements w/ labels

SF23007-R6-FDR.pdf Markup Summary 3-13-2026

6 (2)



Subject:
Page Index: 6
Date: 3/12/2026 3:00:06 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 6

42”

revised to 48"

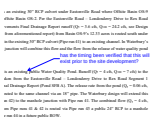


Subject:
Page Index: 6
Date: 3/12/2026 3:00:26 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 6

42”

revised to 48"

14 (1)



Subject: Callout
Page Index: 14
Date: 3/12/2026 3:31:37 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 14

has the timing been verified that this will exist prior to the site development?

updated to show no WQ pond with no Eastonville improvements

15 (1)

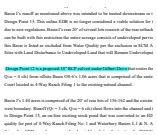


Subject: Highlight
Page Index: 15
Date: 3/13/2026 1:30:32 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 15

dual
48” RCP

48" is correct

16 (2)



Subject:
Page Index: 16
Date: 3/12/2026 3:11:07 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 16

Design Point 12 is a proposed 18” RCP culvert under Gilbert Drive

we are keeping as is. any changes causes ripple affect that can cause more reviews and EPC requests



Subject: Callout
Page Index: 16
Date: 3/12/2026 3:12:25 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 16

Can this just be sheet-flow into the channel by grading out the ditch?

we are keeping as is. any changes causes ripple affect that can cause more reviews and EPC requests

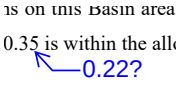
17 (2)



Subject:
Page Index: 17
Date: 3/12/2026 3:13:21 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 17

0.35

revised to 0.22

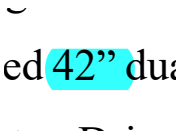


Subject: Callout
Page Index: 17
Date: 3/13/2026 1:32:39 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 17

0.22?

revised to 0.22

26 (2)



Subject:
Page Index: 26
Date: 3/12/2026 3:15:20 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 26

42"

48" is correct

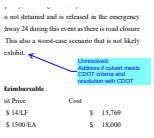


Subject:
Page Index: 26
Date: 3/13/2026 1:40:16 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 26

Waterbury
Metro District No. 1

Waterbury is now correct

35 (1)

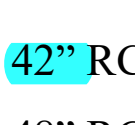


Subject: Callout
Page Index: 35
Date: 3/13/2026 2:36:13 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 35

Unresolved:
Address if culvert meets CDOT criteria and resolution with CDOT

CDOT had no further comments after I submitted this info to them. They were ok with it.I will add that statement to the text

36 (2)



Subject:
Page Index: 36
Date: 3/12/2026 3:15:41 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 36

42”

quantities were updated last submittal to show 48" change

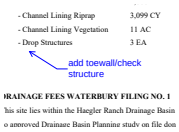


Subject: Callout
Page Index: 36
Date: 3/13/2026 2:38:30 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 36

verify quantities

quantities were updated last submittal to show 48" change

37 (1)

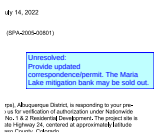


Subject: Callout
Page Index: 37
Date: 3/13/2026 2:51:39 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 37

add toewall/check structure

I had the whole cost under drop structure now lowered drop structure cost and added line item for tow wall

59 (1)

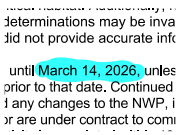


Subject: Text Box
Page Index: 59
Date: 3/13/2026 2:52:56 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 59

Unresolved:
Provide updated correspondence/permit. The Maria Lake mitigation bank may be sold out.

provided

60 (1)

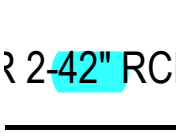


Subject:
Page Index: 60
Date: 3/13/2026 2:53:39 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 60

March 14, 2026

provided

79 (1)

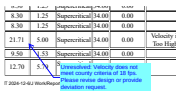


Subject:
Page Index: 79
Date: 3/12/2026 3:16:06 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 79

42"

revised

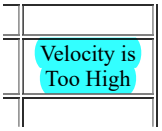
169 (2)



Subject: Callout
Page Index: 169
Date: 3/13/2026 2:54:56 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 169

Unresolved: Velocity does not meet county criteria of 18 fps. Please revise design or provide deviation request.

RESUBMITTING THE DEVIATION REQUST AGAIN

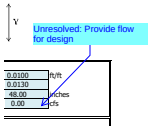


Subject:
Page Index: 169
Date: 3/13/2026 2:55:05 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 169

Velocity is
Too High

RESUBMITTING THE DEVIATION REQUST AGAIN

257 (1)



Subject: Callout
Page Index: 257
Date: 3/13/2026 2:55:42 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 257

Unresolved: Provide flow for design

provided

308 (1)

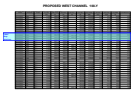


Subject: Callout
Page Index: 308
Date: 3/13/2026 2:56:12 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 308

Unresolved: Per pond spreadsheet weir is only 64 feet.

revised

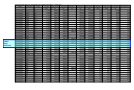
383 (3)



Subject: Text Box
Page Index: 383
Date: 3/12/2026 12:56:38 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 385

Label
drop
structure

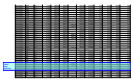
labeled



Subject: Text Box
Page Index: 383
Date: 3/12/2026 12:57:22 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 385

Label
drop
structure

labeled

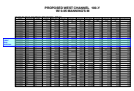


Subject: Text Box
Page Index: 383
Date: 3/12/2026 12:58:32 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 385

Label
drop
structure

labeled

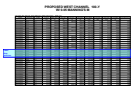
384 (6)



Subject: Text Box
Page Index: 384
Date: 3/12/2026 12:59:50 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 386

Label
drop
structure

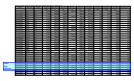
labeled



Subject: Text Box
Page Index: 384
Date: 3/12/2026 1:00:00 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 386

Label
drop
structure

labeled



Subject: Text Box
Page Index: 384
Date: 3/12/2026 1:00:08 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 386

Label
drop
structure

labeled

0.49
0.94
0.63

Subject:
Page Index: 384
Date: 3/12/2026 1:00:35 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 386

0.94

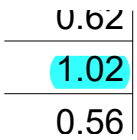
noted

0.46
1.03
0.00

Subject:
Page Index: 384
Date: 3/12/2026 1:01:28 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 386

1.03

noted

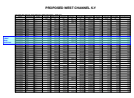


Subject:
Page Index: 384
Date: 3/12/2026 1:01:32 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 386

1.02

noted

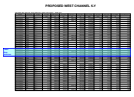
385 (3)



Subject: Text Box
Page Index: 385
Date: 3/12/2026 1:02:00 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 385

Label
drop
structure

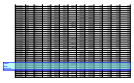
labeled



Subject: Text Box
Page Index: 385
Date: 3/12/2026 1:02:00 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 385

Label
drop
structure

labeled

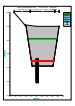


Subject: Text Box
Page Index: 385
Date: 3/12/2026 1:02:00 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 385

Label
drop
structure

labeled

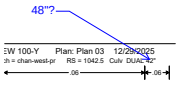
424 (2)



Subject:
Page Index: 424
Date: 3/12/2026 3:16:31 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 424

DUAL 42"
Station (ft)
Elevation (ft)
Legend
EG PF 1
WS PF 1
Crit PF 1
Ground
Bank Sta
.06 .06 .06

revised



Subject: Callout
Page Index: 424
Date: 3/12/2026 3:16:50 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 424

48"?

revised

441 (4)

0.54
1.01
0.39

Subject:
Page Index: 441
Date: 3/12/2026 1:32:20 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 437

1.01

noted

0.39
0.94
0.41

Subject:
Page Index: 441
Date: 3/12/2026 1:32:24 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 437

0.94

noted

0.41
1.01
0.71

Subject:
Page Index: 441
Date: 3/12/2026 1:32:27 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 437

1.01

noted

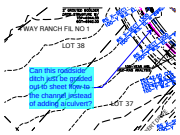
0.41
1.02
0.46

Subject:
Page Index: 441
Date: 3/12/2026 1:32:34 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: 437

1.02

noted

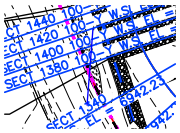
590 (9)



Subject: Callout
Page Index: 590
Date: 3/12/2026 2:44:03 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [1] PROP

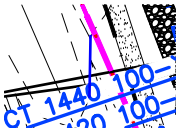
Can this roadside ditch just be graded out to sheet flow to the channel instead of adding a culvert?

leaving as is



Subject: Line
Page Index: 590
Date: 3/12/2026 2:48:07 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [1] PROP

leaving as is

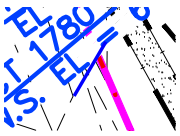


Subject: Line
Page Index: 590
Date: 3/12/2026 2:48:24 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [1] PROP

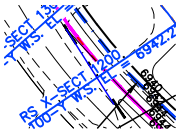
leaving as is



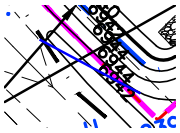
Subject: Line
Page Index: 590
Date: 3/12/2026 2:48:47 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [1] PROP



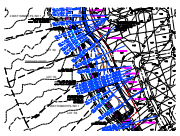
Subject: Line
Page Index: 590
Date: 3/12/2026 2:49:06 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [1] PROP



Subject: Line
Page Index: 590
Date: 3/12/2026 2:51:13 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [1] PROP



Subject: Line
Page Index: 590
Date: 3/12/2026 2:51:25 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [1] PROP



Subject:
Page Index: 590
Date: 3/12/2026 2:52:09 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [1] PROP

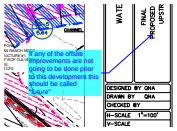
leaving as is



Subject: Line
Page Index: 590
Date: 3/12/2026 2:52:40 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [1] PROP

leaving as is

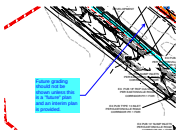
595 (2)



Subject: Callout
Page Index: 595
Date: 3/12/2026 3:29:36 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [1] 235600 FDM-PROP 1

If any of the offsite improvements are not going to be done prior to this development this should be called "future"

REVISED TO FUTURE



Subject: Callout
Page Index: 595
Date: 3/12/2026 4:42:51 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [1] 235600 FDM-PROP 1

Future grading should not be shown unless this is a "future" plan and an interim plan is provided.

REVISED TO FUTURE AND ADDED INTERIM PLAN & SECTION

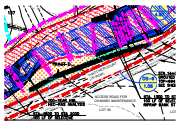
596 (11)



Subject: Callout
Page Index: 596
Date: 3/12/2026 3:20:27 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [2] 235600 FDM-PROP 2

If ditch is graded out I don't think this access road would be needed

leaving as is



Subject:
Page Index: 596
Date: 3/12/2026 3:20:12 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [2] 235600 FDM-PROP 2

leaving as is



Subject:
Page Index: 596
Date: 3/12/2026 3:20:51 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [2] 235600 FDM-PROP 2

CHANNEL

REVISED TO POND



Subject: Callout
Page Index: 596
Date: 3/12/2026 3:21:28 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [2] 235600 FDM-PROP 2

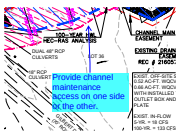
pond

REVISED TO POND



Subject:
Page Index: 596
Date: 3/12/2026 3:22:33 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [2] 235600 FDM-PROP 2

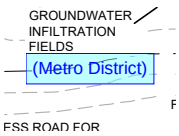
ADDED ACCESS ROAD AND LABEL



Subject: Callout
Page Index: 596
Date: 3/12/2026 3:23:13 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [2] 235600 FDM-PROP 2

Provide channel maintenance access on one side or the other.

ADDED ACCESS ROAD AND LABEL



Subject: Text Box
Page Index: 596
Date: 3/12/2026 3:33:30 PM
Author: Jeff Rice - EPC Engineering Review
Color:
Layer:
Space:
Page Label: [2] 235600 FDM-PROP 2

(Metro District)

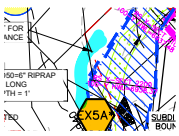
ADDED METRO DIST TO LABEL



Subject: Callout
Page Index: 596
Date: 3/12/2026 4:36:33 PM
Author: Jeff Rice - EPC Engineering Review
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Page Label: [2] 235600 FDM-PROP 2

There should be room within the easement along the channel and swale for access

ADDED METRO DIST TO LABEL



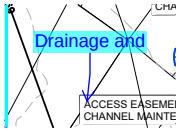
Subject:
Page Index: 596
Date: 3/12/2026 4:34:32 PM
Author: Jeff Rice - EPC Engineering Review
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Page Label: [2] 235600 FDM-PROP 2

WE HAVE ACCESS OFF OF MUDDY POND AND MEGANSETT



Subject:
Page Index: 596
Date: 3/12/2026 4:34:51 PM
Author: Jeff Rice - EPC Engineering Review
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Page Label: [2] 235600 FDM-PROP 2

ADDED ACCESS OFF MUDDY POND AND MEGANSETT



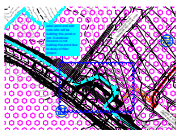
Subject: Callout
Page Index: 596
Date: 3/12/2026 4:36:40 PM
Author: Jeff Rice - EPC Engineering Review
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Page Label: [2] 235600 FDM-PROP 2

Drainage and

ADDED DRAINAGE

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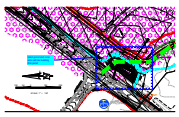
597 (2)



Subject: Cloud+
Page Index: 597
Date: 3/12/2026 4:30:27 PM
Author: eschoenheit
Color:
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Page Label: [3] 235600 FDM-PROP 1 (2)

label pond and add note who will be building this pond or not. Grandview Reserve is not bulding this pond due to delay of thier project

THIS SHEET HAS NO LABELS IT IS ONLY FOR POND TRIB AREA ACTUAL FDR MAPS HAVE THE POND LABLELD



Subject: Cloud+
Page Index: 597
Date: 3/12/2026 4:29:32 PM
Author: eschoenheit
Color:
Layer:
Space:
Page Label: [3] 235600 FDM-PROP 1 (2)

label pond and note who will be building this pond

THIS SHEET HAS NO LABELS IT IS ONLY FOR POND TRIB AREA ACTUAL FDR MAPS HAVE THE POND LABLELD

2025 Financial Assurance Estimate Form (with pre-plat construction)

Update to 2026 form

UPDATED

Updated: 11/2024

PROJECT INFORMATION		
Waterbury Filing 1	1/31/2025	PUDSP 21-005 & SF237
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining	
SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)								
Earthwork								*
less than 1,000; $5,300 min		CY	$ 10.00	=	$ -		$ -	*
1,000-5,000; $8,000 min		CY	$ 7.50	=	$ -		$ -	*
5,001-20,000; $30,000 min		CY	$ 6.50	=	$ -		$ -	*
20,001-50,000; $100,000 min		CY	$ 4.50	=	$ -		$ -	*
50,001-200,000; $175,000 min		CY	$ 3.00	=	$ -		$ -	*
greater than 200,000; $500,000 min	361139.	CY	$ 2.50	=	$ 902,847.50		$ 902,847.50	*
Permanent Erosion Control Blanket		SY	$ 9.50	=	$ -		$ -	*
Permanent Seeding (inc. noxious weed mgmnt.) & Mulching	72.	AC	$ 2,169.00	=	$ 156,168.00		$ 156,168.00	*
Permanent Pond/BMP (provide engineer's estimate)	3.	EA	$ 71,750.00	=	$ 215,250.00		$ 215,250.00	*
Concrete Washout Basin	1.	EA	$ 1,260.00	=	$ 1,260.00		$ 1,260.00	
Inlet Protection	24.	EA	$ 233.00	=	$ 5,592.00		$ 5,592.00	
Rock Check Dam		EA	$ 700.00	=	$ -		$ -	
Safety Fence	4575.	LF	$ 3.00	=	$ 13,725.00		$ 13,725.00	
Sediment Basin	5.	EA	$ 2,466.00	=	$ 12,330.00		$ 12,330.00	
Sediment Trap		EA	$ 578.00	=	$ -		$ -	
Silt Fence	5827.	LF	$ 4.00	=	$ 23,308.00		$ 23,308.00	
Slope Drain		LF	$ 46.00		$ -		$ -	
Straw Bale	60.	EA	$ 35.00	=	$ 2,100.00		$ 2,100.00	
Straw Wattle/Rock Sock	4646.	LF	$ 9.00	=	$ 41,814.00		$ 41,814.00	
Surface Roughening		AC	$ 289.00		$ -		$ -	
Temporary Erosion Control Blanket		SY	$ 4.00	=	$ -		$ -	
Temporary Seeding and Mulching		AC	$ 1,927.00	=	$ -		$ -	
Vehicle Tracking Control	2.	EA	$ 3,316.00	=	$ 6,632.00		$ 6,632.00	
				=	$ -		$ -	
[insert items not listed but part of construction plans]				=	$ -		$ -	
		MAINTENANCE (35% of Construction BMPs)		=	$ 36,925.35		$ 36,925.35	
* - Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)		**Section 1 Subtotal**		**=**	**$ 1,417,951.85**		**$ 1,417,951.85**	
SECTION 2 - PUBLIC IMPROVEMENTS *								
ROADWAY IMPROVEMENTS								*
Construction Traffic Control	1.	LS	$ 15,000.00	=	$ 15,000.00		$ 15,000.00	*
Aggregate Base Course (135 lbs/cf)		Tons	$ 40.00	=	$ -		$ -	*
Aggregate Base Course (135 lbs/cf)	5298.	CY	$ 71.00		$ 376,158.00		$ 376,158.00	*
Asphalt Pavement (3" thick)		SY	$ 19.00		$ -		$ -	*
Asphalt Pavement (4" thick)	31788.	SY	$ 27.00		$ 858,276.00		$ 858,276.00	*
Asphalt Pavement (6" thick)		SY	$ 41.00		$ -		$ -	*
Asphalt Pavement (147 lbs/cf) __" thick		Tons	$ 123.00	=	$ -		$ -	*
Raised Median, Paved	1307.	SF	$ 12.00	=	$ 15,684.00		$ 15,684.00	*
Regulatory Sign/Advisory Sign	42.	EA	$ 421.00	=	$ 17,682.00		$ 17,682.00	*
Guide/Street Name Sign	15.	EA		=	$ -		$ -	*
Epoxy Pavement Marking	3107.	SF	$ 18.00	=	$ 55,926.00		$ 55,926.00	*
Thermoplastic Pavement Marking	73.	SF	$ 32.00	=	$ 2,336.00		$ 2,336.00	*
Barricade - Type 3		EA	$ 278.00	=	$ -		$ -	*
Delineator - Type I		EA	$ 33.00	=	$ -		$ -	*
Curb and Gutter, Type A (6" Vertical)	6729.	LF	$ 41.00	=	$ 275,889.00		$ 275,889.00	*
Curb and Gutter, Type B (Median)	1910.	LF	$ 41.00	=	$ 78,310.00		$ 78,310.00	*
Curb and Gutter, Type C (Ramp)	12344.	LF	$ 41.00	=	$ 506,104.00		$ 506,104.00	*
4" Sidewalk (common areas only)	8851.	SY	$ 67.00	=	$ 593,017.00		$ 593,017.00	*
5" Sidewalk		SY	$ 83.00	=	$ -		$ -	*
6" Sidewalk		SY	$ 101.00	=	$ -		$ -	*
8" Sidewalk		SY	$ 134.00		$ -		$ -	*
Pedestrian Ramp	44.	EA	$ 1,608.00	=	$ 70,752.00		$ 70,752.00	*
Cross Pan, local (8" thick, 6' wide to include return)	1246.	LF	$ 85.00	=	$ 105,910.00		$ 105,910.00	*
Cross Pan, collector (9" thick, 8' wide to include return)		LF	$ 128.00		$ -		$ -	*
Curb Opening with Drainage Chase		EA	$ 2,070.00	=	$ -		$ -	*
Guardrail Type 3 (W-Beam)		LF	$ 70.00	=	$ -		$ -	*
Guardrail Type 7 (Concrete)		LF	$ 101.00	=	$ -		$ -	*
Guardrail End Anchorage		EA	$ 2,936.00	=	$ -		$ -	*
Guardrail Impact Attenuator		EA	$ 5,270.00	=	$ -		$ -	*
Sound Barrier Fence (CMU block, 6' high)		LF	$ 110.00		$ -		$ -	*
Sound Barrier Fence (panels, 6' high)		LF	$ 112.00	=	$ -		$ -	*
Electrical Conduit, Size =		LF	$ 24.00	=	$ -		$ -	*
Traffic Signal, (provide engineer's estimate)		EA			$ -		$ -	*
Survey Monumentation		EA	$ 1,200.00	=	$ -		$ -	*

PROJECT INFORMATION		
Waterbury Filing 1	1/31/2025	PUDSP 21-005 & SF237
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining	
				=	$ -		$ -	
[insert items not listed but part of construction plans]				=	$ -		$ -	*
STORM DRAIN IMPROVEMENTS								*
Concrete Box Culvert (M Standard), Size (W x H)		LF		=	$ -		$ -	*
15" Reinforced Concrete Pipe	66.	LF	$ 76.00		$ 5,016.00		$ 5,016.00	*
18" Reinforced Concrete Pipe	1491.	LF	$ 88.00	=	$ 131,208.00		$ 131,208.00	*
24" Reinforced Concrete Pipe	795.	LF	$ 105.00	=	$ 83,475.00		$ 83,475.00	*
30" Reinforced Concrete Pipe	1664.	LF	$ 132.00	=	$ 219,648.00		$ 219,648.00	*
36" Reinforced Concrete Pipe	2619.	LF	$ 162.00	=	$ 424,278.00		$ 424,278.00	*
42" Reinforced Concrete Pipe	1057.	LF	$ 216.00	=	$ 228,312.00		$ 228,312.00	*
48" Reinforced Concrete Pipe		LF	$ 263.00	=	$ -		$ -	*
54" Reinforced Concrete Pipe			344.00	=	$ -		$ -	*
60" Reinforced Concrete Pipe			402.00	=	$ -		$ -	*
66" Reinforced Concrete Pipe			465.00	=	$ -		$ -	*
72" Reinforced Concrete Pipe			532.00	=	$ -		$ -	*
18" Corrugated Steel Pipe			113.00	=	$ -		$ -	*
24" Corrugated Steel Pipe			130.00	=	$ -		$ -	*
30" Corrugated Steel Pipe			166.00	=	$ -		$ -	*
36" Corrugated Steel Pipe		LF	$ 198.00	=	$ -		$ -	*
42" Corrugated Steel Pipe		LF	$ 228.00	=	$ -		$ -	*
48" Corrugated Steel Pipe		LF	$ 240.00	=	$ -		$ -	*
54" Corrugated Steel Pipe		LF	$ 352.00	=	$ -		$ -	*
60" Corrugated Steel Pipe		LF	$ 379.00	=	$ -		$ -	*
66" Corrugated Steel Pipe		LF	$ 459.00	=	$ -		$ -	*
72" Corrugated Steel Pipe		LF	$ 540.00	=	$ -		$ -	*
78" Corrugated Steel Pipe		LF	$ 621.00	=	$ -		$ -	*
84" Corrugated Steel Pipe		LF	$ 743.00	=	$ -		$ -	*
Flared End Section (FES) RCP Size = 30" (unit cost = 6x pipe unit cost)	1.	EA	$ 792.00	=	$ 792.00		$ 792.00	*
Flared End Section (FES) CSP Size = 36" (unit cost = 6x pipe unit cost)	1.	EA	$ 972.00	=	$ 972.00		$ 972.00	*
Flared End Section (FES) CSP Size = 42" (unit cost = 6x pipe unit cost)	2.	EA	$ 1,296.00		$ 2,592.00		$ 2,592.00	*
End Treatment- Headwall	4.	EA	$ 1,500.00	=	$ 6,000.00		$ 6,000.00	*
End Treatment- Wingwall	4.	EA	$ 1,500.00	=	$ 6,000.00		$ 6,000.00	*
End Treatment - Cutoff Wall	3.	EA	$ 20,000.00	=	$ 60,000.00		$ 60,000.00	*
Curb Inlet (Type R) L=5', Depth < 5'	14.	EA	$ 7,753.00	=	$ 108,542.00		$ 108,542.00	*
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'	4.	EA	$ 10,800.00	=	$ 43,200.00		$ 43,200.00	*
Curb Inlet (Type R) L =5', 10' ≤ Depth < 15'		EA	$ 11,673.00	=	$ -		$ -	*
Curb Inlet (Type R) L =10', Depth < 5'	3.	EA	$ 10,669.00	=	$ 32,007.00		$ 32,007.00	*
Curb Inlet (Type R) L =10', 5' ≤ Depth < 10'	2.	EA	$ 10,997.00	=	$ 21,994.00		$ 21,994.00	*
Curb Inlet (Type R) L =10', 10' ≤ Depth < 15'		EA	$ 13,765.00	=	$ -		$ -	*
Curb Inlet (Type R) L =15', Depth < 5'	2.	EA	$ 13,875.00	=	$ 27,750.00		$ 27,750.00	*
Curb Inlet (Type R) L =15', 5' ≤ Depth < 10'		EA	$ 14,873.00	=	$ -		$ -	*
Curb Inlet (Type R) L =15', 10' ≤ Depth < 15'		EA	$ 16,265.00	=	$ -		$ -	*
Curb Inlet (Type R) L =20', Depth < 5'		EA	$ 14,787.00	=	$ -		$ -	*
Curb Inlet (Type R) L =20', 5' ≤ Depth < 10'		EA	$ 16,320.00	=	$ -		$ -	*
Grated Inlet (Type C), Depth < 5'		EA	$ 6,490.00	=	$ -		$ -	*
Grated Inlet (Type D), Depth < 5'		EA	$ 8,017.00	=	$ -		$ -	*
Storm Sewer Manhole, Box Base	28.	EA	$ 16,265.00	=	$ 455,420.00		$ 455,420.00	*
Storm Sewer Manhole, Slab/Base		EA	$ 8,946.00	=	$ -		$ -	*
Geotextile (Erosion Control)	232.	SY	$ 11.50	=	$ 2,668.00		$ 2,668.00	*
Rip Rap, d50 size from 6" to 24"	19.	Tons	$ 112.00	=	$ 2,128.00		$ 2,128.00	*
Rip Rap, Grouted		Tons	$ 133.00	=	$ -		$ -	*
Drainage Channel Construction, Size (W x H)	1000.	LF	$ 100.00	=	$ 100,000.00		$ 100,000.00	*
Drainage Channel Lining, Concrete		CY	$ 797.00	=	$ -		$ -	*
Drainage Channel Lining, Rip Rap	3024.	CY	$ 156.00	=	$ 471,744.00		$ 471,744.00	*
Drainage Channel Lining, Wetland Vegetation	11.	AC	$ 1,911.00		$ 21,021.00		$ 21,021.00	*
Drainage Channel Drop Structure	1.	EA	$ 50,000.00		$ 50,000.00		$ 50,000.00	*
Injector Well	1.	EA	$ 30,000.00		$ 30,000.00		$ 30,000.00	*

UPDATED and took into account for 42" to 48" dual culverts

PROJECT INFORMATION		
Waterbury Filing 1	1/31/2025	PUDSP 21-005 & SF237
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining
Drainage Channel Lining, Grass		AC	$ 2,054.00	=	$ -		$ -
Drainage Channel Lining, Other Stabilization				=	$ -		$ -
[insert items not listed but part of construction plans]				=	$ -		$ -
* - Subject to defect warranty financial assurance. A minimum of 20% shall			**Section 2 Subtotal**	**=**	**$ 5,505,811.00**		**$ 5,505,811.00**
SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private or District and NOT Maintained by EPC)**							
ROADWAY IMPROVEMENTS							
				=	$ -		$ -
				=	$ -		$ -
				=	$ -		$ -
				=	$ -		$ -
				=	$ -		$ -
				=	$ -		$ -
STORM DRAIN IMPROVEMENTS	(Exception: Permanent Pond/BMP shall be itemized under Section 1)						
12" HDPE Pipe	1126.	LF	$ 14.00	=	$ 15,764.00		$ 15,764.00
18" Reinforced Concrete Pipe	465.	LF	$ 82.00	=	$ 38,130.00		$ 38,130.00
24" Reinforced Concrete Pipe	46.	LF	$ 98.00	=	$ 4,508.00		$ 4,508.00
36" Reinforced Concrete Pipe	210.	LF	$ 151.00	=	$ 31,710.00		$ 31,710.00
Flared End Section (FES) RCP Size = 24"	2.	EA	$ 630.00	=	$ 1,260.00		$ 1,260.00
Flared End Section (FES) RCP Size = 36"	1.	EA	$ 972.00	=	$ 972.00		$ 972.00
18" Dome Inlet	12	EA	$ 1,500.00		$ 18,000.00		$ 18,000.00
Rip Rap d50 Size From 6" to 24"	0.83	Tons	$ 104.00		$ 86.32		$ 86.32
4' W x 2' D Swale	565	LF	$ 30.00		$ 16,950.00		$ 16,950.00
Injector Pit	1	LS	$ 20,000.00		$ 20,000.00		$ 20,000.00
WATER SYSTEM IMPROVEMENTS							
Water Main Pipe (PVC), Size 8"	9949.	LF	$ 90.00	=	$ 895,410.00		$ 895,410.00
Water Main Pipe (Ductile Iron), Size 8"		LF	$ 105.00	=	$ -		$ -
Gate Valves, 8"	75.	EA	$ 2,599.00	=	$ 194,925.00		$ 194,925.00
Fire Hydrant Assembly, w/ all valves	22.	EA	$ 9,228.00	=	$ 203,016.00		$ 203,016.00
Water Service Line Installation, inc. tap and valves	208.	EA	$ 1,852.00	=	$ 385,216.00		$ 385,216.00
Fire Cistern Installation, complete		EA		=	$ -		$ -
				=	$ -		$ -
[insert items not listed but part of construction plans]				=	$ -		$ -
SANITARY SEWER IMPROVEMENTS							
Sewer Main Pipe (PVC), Size 8"	11604.	LF	$ 90.00	=	$ 1,044,360.00		$ 1,044,360.00
Sanitary Sewer Manhole, Depth < 15 feet	40.	EA	$ 6,136.00	=	$ 245,440.00		$ 245,440.00
Sanitary Service Line Installation, complete	208.	EA	$ 1,962.00	=	$ 408,096.00		$ 408,096.00
Sanitary Sewer Lift Station, complete		EA		=	$ -		$ -

PROJECT INFORMATION		
Waterbury Filing 1	1/31/2025	PUDSP 21-005 & SF237
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining
				=	$ -		$ -
[insert items not listed but part of construction plans]				=	$ -		$ -
LANDSCAPING IMPROVEMENTS	(For subdivision specific condition of approval, or PUD)						
Roundabout Landscaping	1.	LS	$ 23,000.00	=	$ 23,000.00		$ 23,000.00
		EA		=	$ -		$ -
		EA		=	$ -		$ -
		EA		=	$ -		$ -
		EA		=	$ -		$ -
** - Section 3 is not subject to defect warranty requirements		Section 3 Subtotal		=	$ 3,546,843.32		$ 3,546,843.32
AS-BUILT PLANS (Public Improvements inc. Permanent WQCV BMPs)			$ 10,000.00	=	$ 10,000.00		$ 10,000.00
POND/BMP CERTIFICATION (inc. elevations and volume calculations)		LS	$ 2,000.00	=	$ 2,000.00		$ 2,000.00

Add street lighting

DONE

Total Construction Financial Assurance $ 10,482,606.17
(Sum of all section subtotals plus as-builts and pond/BMP certification)

Total Remaining Construction Financial Assurance (with Pre-Plat Construction) $ 10,482,606.17
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)

Total Defect Warranty Financial Assurance $ 1,356,015.30
(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)

Approvals

I hereby certify that this is an accurate and complete estimate of costs for the work as shown on the Grading and Erosion Control Plan and Construction Drawings associated with the Project.

COLORADO REGISTERED QUENTIN N. ARMIJO PROFESSIONAL ENGINEER

2/18/25

Engineer (P.E. Seal Required)

2/27/2025

Approved by Owner / Applicant — Date

Approved by El Paso County Engineer / ECM Administrator — Date

LETTER OF INTENT FOR:
WATERBURY FILING NO. 1
FINAL PLAT PCD FILE # SF237
March 17, 2025

Owner:
ACM ALF VIII JV SUB II LLC
4100 East Mississippi Avenue, Suite 500
Glendale, Colorado 80246
Attention: Jason Pock
jpock@westsideinv.com
303-984-9800

Applicant/Engineer: Terra Nova Engineering, Inc.
Quentin Armijo, PE
721 South 23rd Street
Colorado Springs, CO 80904
(719) 635-6422 quentin.armijo@tnesinc.com

El Paso County Planner: Ryan Howser, Project Manager/Planner II
El Paso County Development Services
2880 International Circle Colorado Springs, CO 80910
(719) 520-6300 RyanHowser@elpasoco.com

DEVELOPMENT REQUEST:

Applicant requests approval of the following:
A Final Plat and Construction Drawings for Filing No. 1 of the Waterbury subdivision, requesting 198 single-family lots on 61.9 acres. The Type D Application Form (1-2C) is submitted.

PROJECT LOCATION/DESCRIPTION OF PROPERTY:

The project site is located at 1000 Eastonville Rd., Peyton CO 80831, a portion of El Paso County Tax Parcel 4200000417. The PUD/Preliminary Plan (PUDSP-21-005) was recently approved (2/7/23) at the Board of County Commissioners. The current zoning is PUD and there is no overlay zoning. The site is approximately 12 miles east of downtown Colorado Springs, northeast of Falcon, Colorado. The parcel is approximately 2,000 feet west of the intersection of highway 24 and Stapleton Rd. It is bordered on the west by single family residential sites and

Eastonville Road. Adjacent parcels to the southwest and east of this project are large, multiacre sites with existing homes and outbuildings (loafing shed/ stable), driveways, and barns. Any existing off-site residences, outbuildings, dirt roads, etc., are scheduled to remain and will not be relocated or removed as a result of the Waterbury development.

Filing 1 of this Final Plat is located in the southwest corner of the Waterbury project with primary access from Stapleton Drive. A secondary access point will be via an extension of existing Gilbert Drive at the northwest corner of Filing 1. The existing 4-Way Ranch Filing 1 project borders Waterbury to the southwest. Parcel 4200000366, part of the overall Waterbury PUD, is vacant and borders to the north and east. A public high school borders the project across Eastonville Rd. The existing land use for the site is vacant and contains multiple drainage ways flowing in a southeasterly direction along the western and eastern boundaries of the preliminary plan land area. The site includes several unimproved dirt roads used for ranching purposes, native stands of vegetation, utility easements, and an existing water line running north-south through the site which is outside the boundaries of this preliminary plan.

PROPOSED IMPROVEMENTS Proposed improvements will include the construction of public (county-owned) and maintained asphalt roadways with concrete curb and gutter and concrete sidewalks. Drainage and storm water detention facilities will be constructed in conformance with County standards and specifications and maintained by 4-Way Ranch Metropolitan District No. 2. Electric, natural gas, water, wastewater, and communication servi[illegible]ction will be extended from the roadways and other points as needed to all ne[illegible] Mitigation Study suggests that by the year 2040 the traffic decibel level may exceed allowable limits for some lots along the Stapleton Drive corridor. If a noise mitigation barrier is required, it will be constructed and maintained by 4-Way Ranch Metropolitan District No. 2. Landscaping as required by the LDC will be installed along Stapleton Drive, Gilbert Drive, S[illegible]d the roundabout intersection of Saybrook and Sunken Meadow Roads. Plant material will consist of a mix of low-water trees, shrubs, and ornamental grasses and will be watered via drip irrigation. Ground cover along the Stapleton landscape area will be a native prairie grass mix, with temporary overhead irrigation for establishment. A centrally located community park will be equipped with shade and evergreen trees, weather-resistant benches and picnic tables, a manufactured play structure, and a permanent shade/picnic pavilion. A major portion of the park will be bluegrass turf for residents' outdoor activities, irrigated with permanent overhead irrigation. Lot sizes: a minimum of 50' wide at the 20' front yard setback, and a minimum of 110' in depth. Lots on knuckles/curves are a minimum of 40' at the 20' setback and 114' minimum depth.

DONE

DONE

ADHERENCE WITH THE EL PASO COUNTY CRITERIA OF APPROVAL IN CHAPTER 7 & SUBDIVISION DESIGN STANDARDS IN CHAPTER 8 OF THE LAND DEVELOPMENT CODE

- *The Final Plat is consistent with the formerly approved Waterbury PUDSP, which was found to be consistent with applicable components of the EPC Master Plan.*

- *The project plan shows compatibility with adjacent existing and proposed residential communities.* The subdivision is in conformance with the goals, objectives, and policies of the Your El Paso Master Plan, as listed below.

- *The subdivision is in substantial conformance with the approved preliminary plan;* The Final Plat does not differ in any way from the approved preliminary plan. Lot layout and the total of 198 lots is the exact same in the final Plat as the approved preliminary plan. Road, utility, storm drain including site detention design are in conformance with the approved preliminary plan.

- *The subdivision is consistent with the subdivision design standards and regulations and meets all planning, engineering, and surveying requirements of the County for maps, data, surveys, analyses, studies, reports, plans, designs, documents, and other supporting materials;* The site design for the Final Plat and Final Construction Drawings followed the latest design standards and regulations set forth by El Paso County.

- *As determined in accordance with the standards set forth in the water supply standards [C.R.S. § 30-28-133(6)(a)] and the requirements of Chapter 8 of this Code,* a sufficient water supply has been acquired and proven through the water resource report that was approved at the BoCC in February of 2023 during the approval of the PUD/Preliminary Plan. Therefore, approval of the final plat may be administrative. The water resource report has also been submitted with this Final Plat submittal.

- *A public sewage disposal system has been established and complies with State and local laws and regulations, [C.R.S. § 30-28-133(6)(b)] and the requirements of Chapter 8 of this Code;* A sufficient wastewater supply has been acquired and proven through the water resource report that was approved at the BoCC in February of 2023 during the approval of the PUD/Preliminary Plan. The water resource report has also been submitted with this Final Plat submittal.

- *All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified and that the proposed subdivision is compatible with such conditions [C.R.S. § 30-28-133(6)(c)];* During the approval of the PUD/Preliminary Plan a soils report was submitted and reviewed by the El Paso

County staff and accommodations have been made to address the high ground water table. The soils report has also been submitted with this Final Plat submittal.

• *Adequate drainage improvements are proposed that comply with State Statute [C.R.S. § 30-28-133(3)(c)(VIII)] and the requirements of this Code and the ECM;* All applicable sections of Chapter 6 & 8 of the Land Development Code are met by this project.

• *Legal and physical access is provided to all parcels by public rights-of-way or recorded easement, acceptable to the County in compliance with this Code and the ECM*; All lots and parcels are fronted by Public ROW as shown on the Final Plat

• *Necessary services, including police and fire protection, recreation, utilities, and transportation systems, are or will be made available to serve the proposed subdivision;* through the PUD/Preliminary Plan approval process police and fire protection along with utility commitment letters were provided. These letters are also being submitted with this final plat submittal.

• *The final plans provide evidence to show that the proposed methods for fire protection comply with Chapter 6 of this Code*; During the approval of the PUD/Preliminary Plan a fire protection report and wildfire hazard mitigation report was submitted and reviewed by the El Paso County staff. The fire protection report and wildfire hazard mitigation report has also been submitted with this Final Plat submittal.

• *Off-site impacts were evaluated, and related off-site improvements are roughly proportional and will mitigate the impacts of the subdivision in accordance with applicable requirements of Chapter 8;* 2 offsite storm detention facilities are proposed for the site along with the storm drain to route the runoff to the detention facilities. There are also some access roads to allow maintenance of the channels. These are being placed in a drainage/maintenance easement. Other offsite improvements include the future widening and re-striping of the adjacent section of Stapleton Drive to provide turn lanes into and out of the subdivision. All of these offsite improvements were shown, reviewed and approved in the PUD/Preliminary Plan.

• *Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or are financially guaranteed through the SIA so the impacts of the subdivision will be adequately mitigated;* The County is charging various fees to mitigate the impacts of this proposed subdivision.

• *The subdivision meets other applicable sections of Chapter 6 and 8*; All applicable sections of Chapter 6 & 8 of the Land Development Code are met by this project.

• *The extraction of any known commercial mining deposit shall not be impeded by this subdivision [C.R.S. §§ 34-1-302(1), et seq.]* The mineral rights are not severed and the owner

has no intent on any mining. A mineral rights certification statement was submitted with the approved PUDSP.

ADHERENCE WITH THE 2021 YOUR EL PASO MASTER PLAN, AND WATER MASTER PLAN

Land Use & Development, Core Principle: *Manage growth to ensure a variety of compatible land uses that preserve all character areas of the County.*

Goal 1.1 - *Ensure compatibility with established character and infrastructure capacity*

Waterbury Filing No. 1 is compatible with the other existing residential neighborhoods in the immediate vicinity. New lots will be similar in character to existing lots in adjacent PUD's and paved roads serving the new lots will be compatible with the types of roadways in nearby adjacent neighborhoods.

Transportation & Mobility, Core Principle: *Connect all areas of the County with a safe and efficient multimodal transportation system.*

Goal 4.1-*Establish a transportation network that connects all areas to one another, emphasizing east-west routes, reducing traffic congestion, promoting safe and efficient travel.*

The driveways of platted lots will be accessed by proposed paved rural minor collectors and rural local streets. No direct driveway access for any new lot is planned for Stapleton Road, to minimize any increased traffic load from new lots onto the existing arterial. A secondary access to Waterbury Filing No. 1 is provided by the extension of Gilbert Drive, which will reduce the traffic load at the Stapleton/Saybrook intersection.

All roads will be constructed with paved sidewalks and ramps at intersections. There is adequate access to passive recreation open space tracts from public rights of way without the use of inter-lot access points. A community park will be developed in Filing 1 incorporating amenities such as play structure, benches and picnic tables, maintained turf areas, and a shade pavilion.

Community Facilities & Infrastructure, Core Principle: *Continue to coordinate with local and regional agencies to provide well-managed, high-quality community facilities and services.*

Goal 5.3 – *Ensure adequate provision of utilities to manage growth and development.*

Commitment-To-Serve letters for delivery of public safety, electrical service and natural gas to all the area within Filing No. 1 have been submitted with the PUDSP and Preliminary Plan. No new facilities for fire protection or schools are proposed or required for this application.

A sufficient water supply has been established through wells owned and operated by the 4- Way Ranch MD, as presented in the Water Supply Information Summary and Water Resource Report by HR Green, submitted in conjunction with this LOI.

Public sewage disposal system: The owner/developer is currently coordinating with the existing Woodmen Hills Metropolitan District for water and wastewater service, which is in compliance with state and local laws and regulations. DONE

Environment & Natural Resources, Core Principle: *Prioritize and protect the County's natural environment.*

Goal 9.1 – *Consider the environmental impacts related to natural resource conservation, air quality, water quality, wildlife habitat, and waste management during any planning process.*

The approved Waterbury PUDSP, and this subsequent Filing No. 1, incorporates both a large, undisturbed portion of a USACE/FEMA floodplain to the west and a palustrine emergent wetland to the east. These ecologically sensitive areas have been placed in tracts, designated as no-build areas, and add 4 acres of accessible passive recreation areas for the residents of the community. Both of these areas provide permanent wildlife habitat and natural water storm water infiltration and clarification.

All new storm water runoff from the development is managed via separate water quality detention areas on-site to insure downstream water quality. A Final Storm Water Management Plan is submitted with this filing.

Goal 9.2- *Promote sustainable best practices with regard to development and infrastructure.*

The area surrounding the property has sufficient carrying capacity to support the proposed development's roadway capacity, water supply, septic suitability, educational facilities, and organized structural fire protection. Utilities and road infrastructure needed to serve the new lots, such as new roads, drainage and detention facilities, erosion control, etc. will be constructed as part of this development.

TRANSPORTATION

Subdivision Access *Local access is key to connecting residents to the region and residents have identified subdivision access as a primary concern. Input received as part of Your El Paso County outreach process cited a need for subdivision communities to have two points of access, or two ways in and out. Generally, single access subdivisions create points of high traffic and congestion where they join the primary street network and are disconnected from other neighborhoods by roads that dead end at cul-de-sacs. Having two points of access allows for a more contiguous street network and would remove these barriers.*

Providing multiple points of access to a subdivision *also improves efficiency in emergency response times and allows for better pedestrian and bicycle access across neighborhoods. Better access can be the difference between a resident or visitor choosing to walk over drive to their destination. Increased access especially with multimodal options for walking and biking could reduce vehicular travel and ultimately congestion and stress on roadway infrastructure.*

Waterbury Filing No. 1 has two points of access, Saybrook Rd. accessing Stapleton Drive directly, and Gilbert Drive accessing Stapleton Drive in two other locations to the west. Future filings of Waterbury will create additional access points to the subdivision.

TRANSPORTATION IMPACT STUDY GUIDELINES

A Transportation Impact Study (TIS) is submitted for this project based upon the El Paso County Engineering Criteria Manual (ECM) per ECM appendix B.1.1.

FINAL PLAT CONSISTENCY WITH PRELIMINARY PLAN

The Final Plat is in general conformance with the formerly approved Waterbury PUDSP. The project plan shows compatibility with adjacent existing and proposed residential communities.

SITE CONSTRAINTS, HAZARDS, AND SENSITIVE NATURAL OR PHYSICAL FEATURES

There are no existent historical or cultural features on the property. The USACE/FEMA floodplain to the west and the wetland to the east are discussed above.

Soil/Topographical conditions – a Soils and Geology Report has been prepared and submitted by Entech Engineering. This report addresses the potential existence of several geo-hazards in some areas on the site, as follows: seasonal shallow groundwater, floodplains, unstable slopes, artificial fill, potential for shallow bedrock, loose soils, and expansive soils. The Preliminary Plan overall design took into consideration the applicable hazards (floodplain, wetlands), and the report suggests remediation for other hazards during construction as needed for individual lots. These lots were identified in the PUD/Preliminary Plan set. This Final Plat follows that Preliminary Plan exactly with no significant changes between the two.

An engineered drainage plan has been submitted in conjunction with this LOI.

Using an official FEMA Current Effective Model HEC-RAS analysis sent to us the and then editing that to get a Corrected Effective Model from the 3-42” culverts under Eastonville Road south to Stapleton Drive. This in turn was edited into the Proposed or Post Project Conditions Model to show the proposed improvements such as the proposed 42” dual culverts located at the Gilbert

Road crossing and the proposed drop structure. A “No-Rise” Certification has been submitted to the El Paso County Floodplain Administrator due to a drop in elevation of 0.3’ or more from the Corrected Effective Model to the Proposed or Post Project Conditions Model due to the channel adjustments for the dual 42” RCP crossing at Gilbert Road. There is no rise of 0.50’ or more along the Haelger Ranch Tributary 2 adjacent to our site.

The Base Floodplain Elevations are shown on the Final Plat and based upon the Corrected Effective Model prepared for the No Rise Certification.

All residential lots shall have access to paved roads in the public ROW, maintained by El Paso County. A Wildfire Hazard and Fire Protection Report has been prepared and submitted ascertaining compliance with Chapter 6 of the LDC.

A proposed roundabout is located at the intersection of Saybrook Road and Sunken Meadow Road. Lots 1, 2, 21, 181, 186, and 187 are located around the roundabout. Due to their proximity to the roundabout, driveway locations are set on the street plans in the construction drawing at the farthest corner of the lot from the roundabout. The Traffic Impact Study details the design summary tables, fastest path analysis, truck turning analysis and composite intersection sight triangle. The roundabout study in the TIS shows that the set driveway locations are outside of the composite intersection sight triangles (Figure 12). There were concerns with Lot 187’s driveway location but the line of sight for drivers approaching **from the north** is along that straight section of roadway, so other than this driveway location getting close to the "functional area" of the roundabout intersection (where southbound drivers approaching from the north may start to pay more attention to the downstream roundabout intersection operations and the ped crossing) this is not unlike approaching any other driveway along a local street. The driveway location shown on the Construction Drawings is located outside of the storm inlet wing to the north and is farther than the EPC ECM standard required 10’ from a Point of Curb Return. compared to the ECM standard for corner clearance for a driveway on a local street, significantly more clearance is provided (when considering the distance relative to the north edge of the cross-street. Also, for traffic departing the roundabout to the north, the roundabout sight distance exhibit shows sufficient stopping sight distance to the ped crossing across the north leg (through the splitter island). With that lot driveway, there will be the occasional vehicle making that northbound left from Saybrook into the driveway and the driveway is sufficiently north of the end of the splitter island for left turns into the driveway. A resident turning left into their driveway may need to pause briefly to yield to an opposing southbound through vehicle (low probability). However, if this happens to occur, the turning vehicle will be briefly stopped just beyond the ped crossing. Another driver exiting the roundabout will be able to spot this turning vehicle as they would a pedestrian in the crossing. As this is lot driveway with low trip generation (one home), turning volume will be infrequent/low.

See below under Traffic Study, Roundabout Design Report for further discussion on how we plan to mitigate any concerns for the driveway locations.

TRAFFIC STUDY, ROUNDABOUT DESIGN REPORT AND DEVIATIONS

A Traffic Impact Study was submitted and approved with the PUD/Preliminary Plan and has been updated for this application. There were several deviations that were reviewed and approved with the PUD/Preliminary Plan. The Deviation Request documents were submitted separately and as addenda to the Traffic Impact Study.

Deviation No. 1 – Saybrook Full Movement: The Waterbury residential project has limited street frontage on Stapleton Drive and Eastonville Road and there is an existing neighborhood to the east, private property, and no opportunity for access to US Highway 24 to the east. The access to US Highway 24 needs to be via Stapleton.

Deviation No. 2 – Saybrook Cross section: Request is to allow direct driveway access to Saybrook Drive, a Residential Collector. Direct access is needed as there would be no other local or private streets or alleys adjacent to these lots.

Deviation No. 3 – Turn Lane Design: The deviation is requested in order to minimize the impact to on-street parking and lots facing Saybrook. Deceleration distance is not necessary as explained in the submitted separate Deviation Request document. Compact tapers are also reasonable and preferred on this planned urban street.

A **Roundabout Design Report** has also been prepared and submitted. The roundabout design report for the proposed Saybrook Road/Sunken Meadow Road roundabout has been prepared and is attached. The design report includes the required roundabout design exhibits and design parameters summary table. The exhibits include: a dimensions and parameters figure, fastest-path analysis figures, truck-turning analysis figures, and a composite intersection sight-distance figure.

Individual Lot Driveway Access near the roundabout. Staff has indicated access for lots around roundabout is a critical issue. Due to their proximity to the roundabout driveway locations are set on the street plans in the construction drawing at the farthest corner of the lot from the roundabout.

The **roundabout design report** contains a composite sight distance exhibit associated with roundabout traffic operations. The TIS Report also addresses sight distance in a section of the report narrative and in Figure 3b. Figure 3b presents a **stopping** sight-distance analysis for proposed Lot Nos. 21, 22, and 186. This has been provided due to the proximity of these driveways adjacent to the corresponding departure legs of the Saybrook roundabout. The

stopping sight distances presented on Figure 3b have been based on vehicle design speeds taken from the fastest path exhibits in the Roundabout Design Report.

The analysis Figure 3b also shows an **entering** sight-distance analysis for Lot No. 21. LSC recommends the driveway for Lot 21 be configured with a “hammerhead” type design, if possible, to allow vehicles to turn around on the property to minimize backing maneuver into the street.

COUNTY ROAD IMPACT FEE PAYMENT

Road Impact Fees: The Subdivider(s) agrees on behalf of him/herself and any developer or builder successors and assignees that Subdivider and/or said successors and assigns shall be required to pay traffic impact fees in accordance with the El Paso County Road Impact Fee Program Resolution (Resolution No. 19-471), or any amendments thereto, at or prior to the time of building permi[illegible]mil PID will be used to generate the impact fees, as noted in the Traffic Im[illegible] obligation, if not paid at final plat recording, shall be documented on all sales documents and on plat notes to ensure that a title search would find the fee obligation before sale of the property.

DONE

PUBLIC AND PRIVATE IMPROVEMENTS

Proposed improvements will include the construction of public (county-owned) and maintained asphalt roadways with concrete curb and gutter and concrete sidewalks. Offsite road improvements include the widening of Stapleton Drive for turn lanes, as noted above, and an eastward extension of Gilbert Rd to provide another point of access to the subdivision. On site storm Drainage will be public and maintained by EL Paso County. Storm water detention facilities will be constructed in conformance with County standards and specifications and maintained by 4-Way Ranch Metropolitan District No. 2 along with the 2 existing channels on each side of the site. Elect[illegible]ater, wastewater, and communication service points-of-connection will be exte[illegible]dways and other points as needed to all new lots.

DONE

WAIVERS

There are no proposed waivers.

COMMUNITY OUTREACH EFFORTS

At the time of the PUD/Preliminary Plan submittal the adjacent property owners were notified via certified mail. There was also an opportunity for the public to speak at the Planning and Zoning hearing which there was no one took up the chance. There was also notice posted before the Board of County Commissioners which one person called in to ask questions about the project. With this submittal adjacent property owners are again being notified of the Final Plat submittal.

Unresolved comment: This maintenance agreement does not appear to cover a portion of the channel off-site. The maintenance should cover the full limits of the channel.

PRIVATE STORMWATER FACILITY

MAINTENANCE AGREEMENT AND EASEMENT

This PRIVATE STORMWATER FACILITY MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (County), ACM ALF VIII JV Sub II LLC (Developer), and Waterbury Metropolitan District No. 1 (Metro District), a quasi-municipal corporation and political subdivision of the State of Colorado. The above may occasionally be referred to herein singularly as "Party" and collectively as "Parties."

Recitals

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

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

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

D. WHEREAS, the development of the Subject Property will materially increase the volume and decrease the quality of stormwater runoff from the Property; therefore, it is in the best interest of the public health, safety and welfare for the County to condition approval of this Development on Developer's promise to construct adequate stormwater control facilities for the Development; and

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

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

G. WHEREAS, Developer desires to construct for the Development drainage conveyance facilities and to preserve existing vegetated drainageways (collectively, "Stormwater Facilities") as the means for providing adequate drainage and stormwater runoff control and to meet the requirements of the County's MS4 Permit, and to operate, clean, maintain and repair such Stormwater Facilities; and

H. WHEREAS, Developer desires to construct and preserve the Stormwater Facilities on property as set forth on Exhibit B attached hereto and incorporated herein by this reference (the Stormwater Facilities Area); and

I. WHEREAS, Developer also desires to maintain wetlands on property in the areas set forth on Exhibit B attached hereto and incorporated herein by this reference in conjunction with the Development, as may be required by the County, U.S. Army Corps of Engineers or the State of Colorado; and

J. WHEREAS, Developer shall be charged with the duty of constructing and preserving the Stormwater Facilities and, upon completion of the construction and transfer of property to the Metro District, the Metro District shall be charged with the duties of operating, maintaining and repairing the Stormwater Facilities and any appurtenant improvements and maintaining any wetlands on the property described in Exhibit B; and

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

L. WHEREAS, the County conditions approval of this Development on the Developer's promise to construct and preserve the Stormwater Facilities as applicable, and further conditions approval on the Metro District's promise to clean, maintain and repair the Stormwater Facilities and maintain any wetlands, and on the Metro District's promise to reimburse the County in the event the burden falls upon the County to construct, clean, maintain or repair the Stormwater Facilities serving this Development; and

M. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Development upon Developer's grant herein of a perpetual Easement over the Stormwater Facilities Area as described in Exhibit B for the purpose of allowing the Metro District access to construct, upgrade, clean, maintain and/or repair the Stormwater Facilities and wetlands thereon, and allowing the County to periodically access and inspect the Stormwater Facilities and, when necessary, to construct, clean, maintain or repair the Stormwater Facilities; and

N. WHEREAS, Pursuant to Colorado Constitution, Article XIV, Section 18(2) and Section 29-1-203, Colorado Revised Statutes, governmental entities may cooperate and contract with each other to provide any function, services, or facilities lawfully authorized to each.

Agreement

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

in accordance with construction drawings titled "...", dated___

1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.

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

3. Construction: Developer shall construct the following Stormwater Facilities on the Stormwater Facilities Area described in Exhibit B: channel grading and culverts and appurtenant improvements. Developer shall not commence construction of the Stormwater Facilities until the County has approved in writing the plans and specifications for the Stormwater Facilities and this Agreement has been signed by all Parties and returned to the Planning and Community Development Department. Developer shall complete construction of the Stormwater Facilities in substantial compliance with the County-approved plans and specifications for the Stormwater Facilities and shall provide certification from a Colorado registered Professional Engineer that the Stormwater Facilities were constructed in compliance with and provide the volume and capacity required by such plans and specifications in accordance with ECM requirements. 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 Stormwater Facilities 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) and associated Construction Permit are issued.

In the event construction of the Stormwater Facilities is not substantially completed within the one (1) year period, or if the Development is in violation of its ESQCP terms and conditions and Developer has not made an effort to remedy the violation in a reasonable amount of time as determined by the County, then the County may exercise its discretion to complete the Stormwater Facilities and shall have the right to seek reimbursement from the Developer and its respective successors and assigns for its actual costs and expenses incurred in the process of completing construction.

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

4. Maintenance of Stormwater Facilities and Wetlands: 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 Stormwater Facilities and properly manage the grasses, wetlands and other vegetation in the Stormwater Facility Area in compliance with the "Routine Maintenance Activities" specified in Exhibit C, attached hereto and incorporated herein by this reference, and otherwise keep the same in good repair, all at their own cost and expense. No trees or shrubs that will impair the structural integrity of the Stormwater Facilities shall be planted or allowed to grow within or adjacent to the Stormwater Facilities.

5. Creation of Easements: Developer hereby grants the County and the Metro District a non-exclusive perpetual easement upon and across 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 Stormwater Facilities and to allow the Metro District to access and maintain any wetlands; however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the Stormwater Facilities or any appurtenant improvements.

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the Stormwater Facilities have not been properly cleaned, maintained, or otherwise kept in good repair, the County shall give reasonable notice of such to the responsible Party and its successors and assigns. The notice shall provide a reasonable time to correct the problems. Should the responsible Parties fail to correct the specified problems, the County may enter upon the properties described in Exhibit B to perform the needed work and shall have the right to seek reimbursement from the responsible Parties for its actual costs and expenses in performing the work. Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to inspect, construct, clean, repair or maintain the Stormwater Facilities.

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

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

8. Contingencies of Land Use/Land Disturbance Approval: Developer's and the Metro District's execution of this Agreement is a condition of subdivision, land use, or land disturbance approval. Additional conditions of this Agreement include, but are not limited to, the following:

a. Conveyance of all applicable tracts identified on the Waterbury Filing No. 1 Final Plat from Developer to the Metro District (which will include a reservation of easement in favor of the County for purposes of accessing, inspecting, cleaning, maintaining, and repairing the Stormwater Facilities), 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 Stormwater Facilities.

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

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

10. Indemnification and Hold Harmless: Developer and the Metro District agree, for themselves, their successors and assigns, that they will, to the extent permitted by law indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their intentional or negligent acts, errors or omissions or that of their agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the Stormwater Facilities and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County or the Metro District 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 understands and agrees 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 the County, the Developer, the Metro District, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

14. Solid Waste or Hazardous Materials: Should any refuse from the Stormwater Facilities be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer and 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 the third paragraph (Paragraph C) of the Recitals set forth above is recorded (if applicable) and the Developer completes the construction of the Stormwater Facilities 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 maintenance responsibilities for the Stormwater Facilities and any wetlands from Developer to the Metro District.

[Remainder of page intentionally left blank]

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 _____, _____, 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: _____
_____, President

Attest:

By: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____as President, Waterbury Metropolitan District No. 1

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

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

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Meggan Herrington, Executive Director
El Paso County Planning and Community Development
Authorized Signatory pursuant to LDC

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, Executive Director, Planning and Community Development Department.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

Approved as to Content and Form:

_____
Assistant County Attorney

Exhibit A

WATERBURY FILING 1

A PARCEL OF LAND BEING A PORTION OF SECTION 28, A PORTION OF SECTION 29, AND A PORTION 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 B

LEGAL DESCRIPTION: DRAINAGE EASEMENTS

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. 1

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 101.46 FEET; THENCE S20°39’14”E, A DISTANCE OF 58.91 FEET; THENCE S09°14’55”E, A DISTANCE OF 110.75 FEET; THENCE S02°57’19”W, A DISTANCE OF 100.46 FEET; THENCE S07°47’21”E, A DISTANCE OF 78.59 FEET; THENCE S36°18’58”E, A DISTANCE OF 88.66 FEET; THENCE S51°35’49”E, A DISTANCE OF 89.32 FEET; THENCE S71°01’21”E, A DISTANCE OF 284.32 FEET; THENCE S89°12’53”E, A DISTANCE OF 331.51 FEET; THENCE N17°37’46”W, A DISTANCE OF 69.69 FEET; THENCE N70°29’01”W, A DISTANCE OF 141.15 FEET; THENCE N12°30’37”E, A DISTANCE OF 30.23 FEET; THENCE N39°58’03”W, A DISTANCE OF 55.21 FEET; THENCE N47°33’57”E, A DISTANCE OF 192.45 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°10’10”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 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 N°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; 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”W, 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 N54°30’12”W, A DISTANCE OF 127.59 FEET; THENCE N49°30’51”W, A DISTANCE OF 62.29 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 FEET; THENCE N23°23’58”E, A DISTANCE OF 63.18 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 633,820 SQUARE FEET OR 14.551 ACRES, MORE OR LESS.

EASEMENT NO. 2

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28, THENCE S06°13’36”E A DISTANCE OF 2,135.29 FEET TO THE POINT OF BEGINNING; THENCE S52°24’28”E A DISTANCE OF 107.14 FEET; THENCE S38°15’23”W A DISTANCE OF 505.08 FEET; THENCE S51°44’36”E A DISTANCE OF 49.33 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 29°22’38”, A RADIUS OF 1,060.00 FEET A DISTANCE OF 543.50 FEET TO A POINT OF ON CURVE; THENCE S83°53’05”E A DISTANCE OF 63.42 FEET; THENCE S06°32’34”W A DISTANCE OF 20.00 FEET; THENCE N83°53’05”W A DISTANCE OF 75.25 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S68°17’16”W HAVING A DELTA OF 30°01’52”, A RADIUS OF 1,040.00 FEET A DISTANCE OF 545.11 FEET TO A POINT OF TANGENT; THENCE N51°44’36”W A DISTANCE OF 49.33 FEET; THENCE S38°15’23”W A DISTANCE OF 429.56 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 06°27’29”, A RADIUS OF 430.00 FEET A DISTANCE OF 48.47 FEET TO A POINT ON CURVE; THENCE S72°43’30”W A DISTANCE OF 133.01 FEET; THENCE N17°16’30”W A DISTANCE OF 20.00 FEET; THENCE N72°43’30”E A DISTANCE OF 125.64 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S57°14’32”E, HAVING A DELTA OF 05°29’55”, A RADIUS OF 450.00 FEET A DISTANCE OF 43.19 FEET TO A POINT OF TANGENT; THENCE N38°15’23”E A DISTANCE OF 934.41 FEET; THENCE N52°24’28”W A DISTANCE OF 87.47 FEET; THENCE N39°12’25”E A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 37,599 SQUARE FEET OR 0.863 ACRES.

EASEMENT NO. 3

COMMENCING AT THE NORTHEAST CORNER OF GILBERT DRIVE AS PLATTED IN 4 WAY RANCH FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 206714216, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON THE EASTERLY BOUNDARY OF SAID 4 WAY RANCH FILING NO. 1, THE FOLLOWING SEVEN (7) COURSES:

1. 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;

2. N44°30'10”W, A DISTANCE OF 104.01 FEET TO A POINT OF CURVE;

3. 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;

4. N23°29'53”W, A DISTANCE OF 586.57 FEET;

5. 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;

6. 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;

7. N09°36'47”E, A DISTANCE OF 181.35 FEET;

THENCE S84°51’41”E A DISTANCE OF 156.95 FEET; THENCE S07°57’13”E A DISTANCE OF 60.01 FEET; THENCE S09°22’41”E A DISTANCE OF 60.99 FEET; THENCE S08°30’28”E A DISTANCE OF 59.94 FEET; THENCE S08°28’55”E A DISTANCE OF 69.06 FEET; THENCE S20°14’40”E A DISTANCE OF 105.14 FEET; THENCE S31°38’07”E A DISTANCE OF 143.03

FEET; THENCE S40°59’51”E A DISTANCE OF 18.23 FEET; THENCE S21°55’47”E A DISTANCE OF 132.00 FEET; THENCE S20°59’40”E A DISTANCE OF 99.72 FEET; THENCE S22°50’54”E A DISTANCE OF 60.00 FEET; THENCE S29°54’41”E A DISTANCE OF 121.04 FEET; THENCE S28°11’27”E A DISTANCE OF 60.31 FEET; THENCE S26°07’36”E A DISTANCE OF 61.20 FEET; THENCE S49°04’39”W A DISTANCE OF 92.13 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 196,438 SQUARE FEET OR 4.510 ACRES.

EASEMENT NO. 4

COMMENCING AT THE NORTHEAST CORNER OF GILBERT DRIVE AS PLATTED IN 4 WAY RANCH FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 206714216, 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 S23°52’57”E A DISTANCE OF 65.50 FEET; THENCE S28°53’00”E A DISTANCE OF 111.29 FEET; THENCE S38°26’12”E A DISTANCE OF 60.84 FEET; THENCE S27°47’32”E A DISTANCE OF 60.01 FEET; THENCE S32°12’47”E A DISTANCE OF 60.10 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 139,852 SQUARE FEET OR 3.211 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.

draft

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

EXHIBIT C

Created separate legal and exhibit for each easement.

If storm drain is not going to be constructed here, a separate easement should be provided in the future.

WATERBURY FILING 3
11,239,083 SF
258.014 AC

Moved north arrow.

0 200' 400' 800'

SCALE: 1" = 400'

EASEMENT NO. 2
37,599 SF
0.863 AC

EASEMENT NO. 1
633,820 SF
14.551 AC

EASEMENT NO. 3
196,438 SF
4.510 AC

EASEMENT NO. 4
139,852 SF
3.211 AC

DRAFT

Note: provide a corresponding agreement for the lots on the west.

OVERALL EXHIBIT

Labeled 4 Way Ranch and their easements.

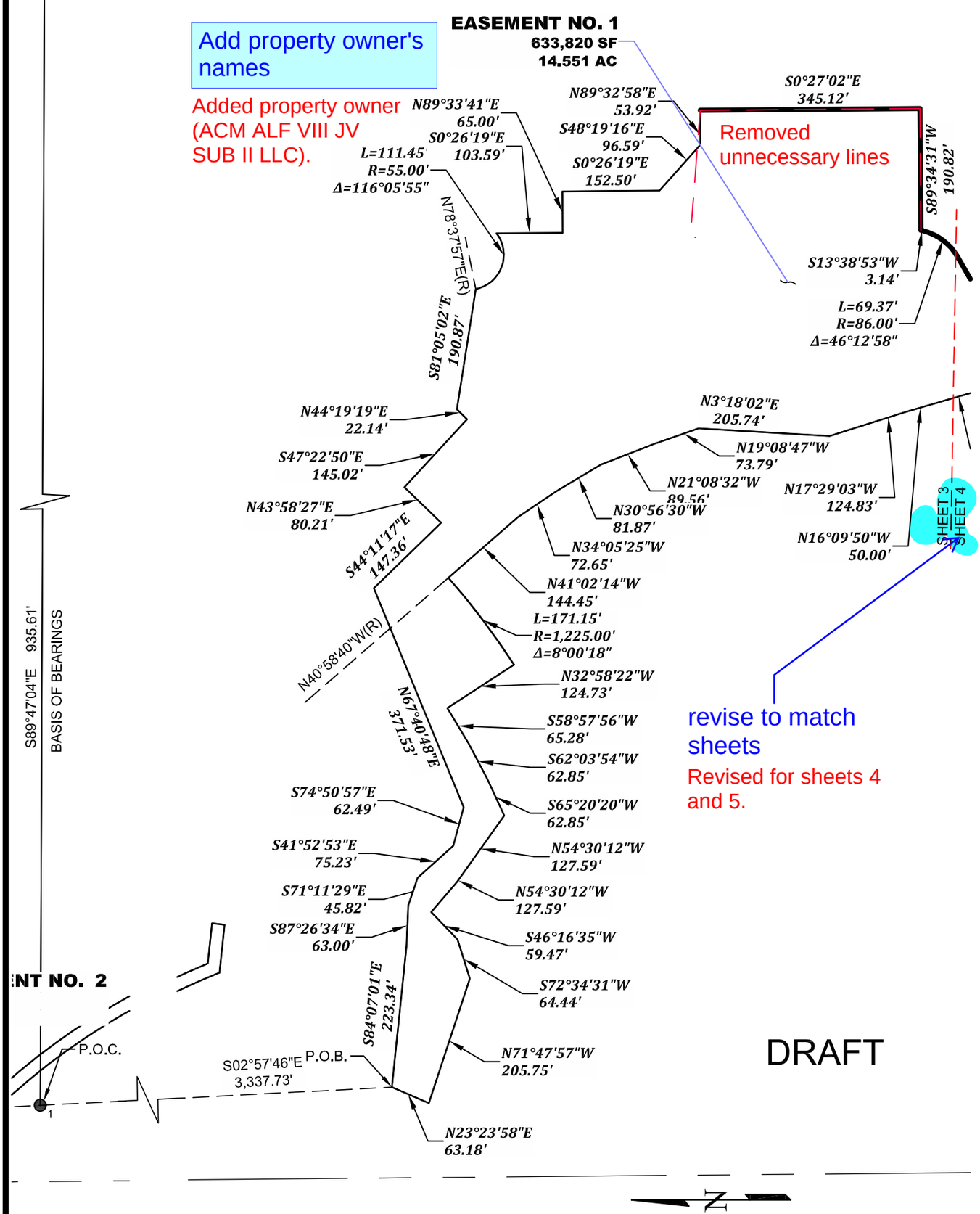
THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION.

EDWARD-JAMES SURVEYING, INC.
926 Elkton Dr.
Colorado Springs, CO 80907
(719) 576-1216

4732 Eagleridge Circle
Pueblo, CO 81008
(719) 545-6240

10-04-2024
DRAINAGE EASEMENT 2

EXHIBIT C



LEGEND:

● 1	FOUND 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087"
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
(R)	RADIAL BEARING

0 100' 200' 400'

SCALE: 1" = 200'

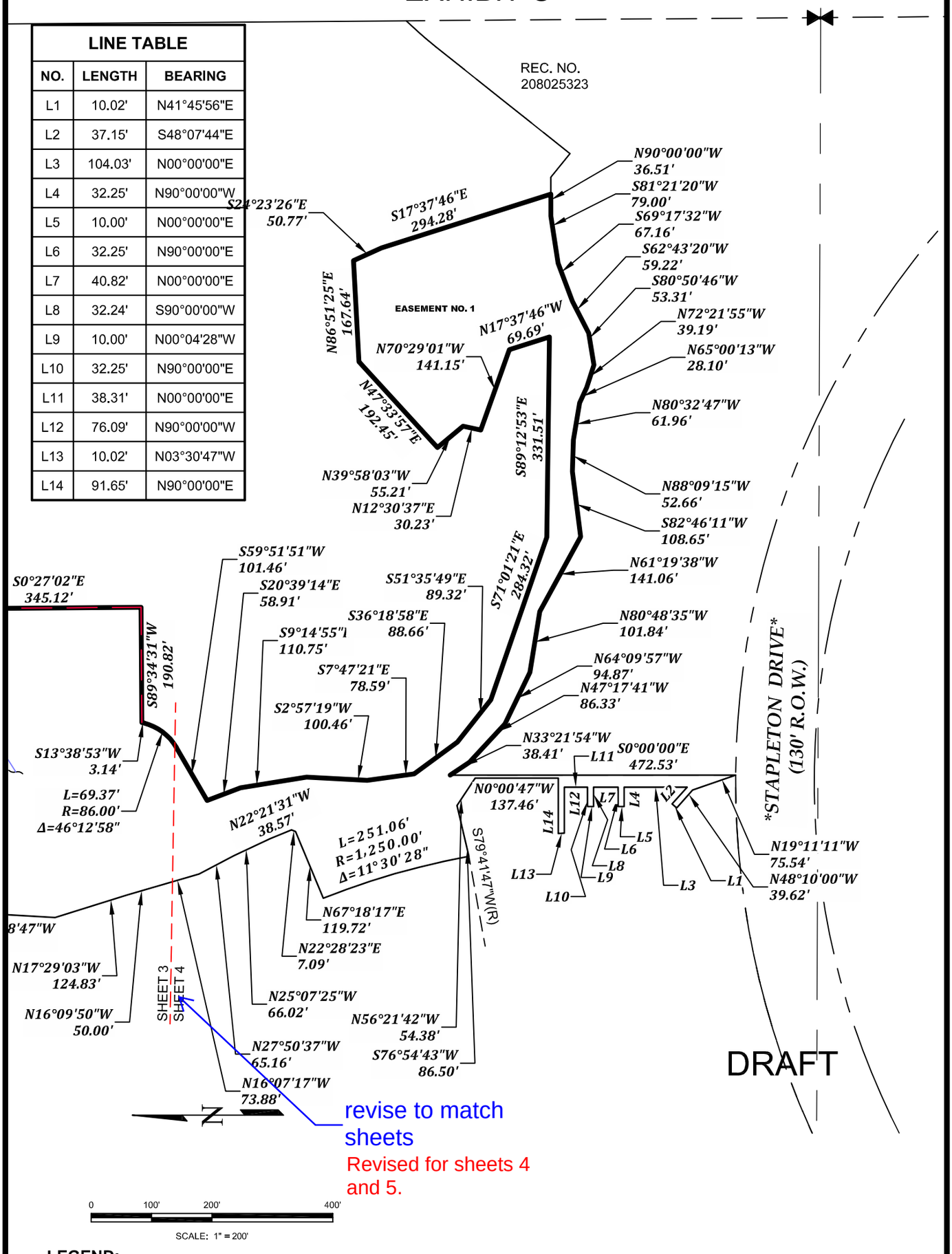
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DRAINAGE EASEMENT

EXHIBIT C

LINE TABLE		
NO.	LENGTH	BEARING
L1	10.02'	N41°45'56"E
L2	37.15'	S48°07'44"E
L3	104.03'	N00°00'00"E
L4	32.25'	N90°00'00"W
L5	10.00'	N00°00'00"E
L6	32.25'	N90°00'00"E
L7	40.82'	N00°00'00"E
L8	32.24'	S90°00'00"W
L9	10.00'	N00°04'28"W
L10	32.25'	N90°00'00"E
L11	38.31'	N00°00'00"E
L12	76.09'	N90°00'00"W
L13	10.02'	N03°30'47"W
L14	91.65'	N90°00'00"E



LEGEND:

●1	FOUND 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087"
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
(R)	RADIAL BEARING

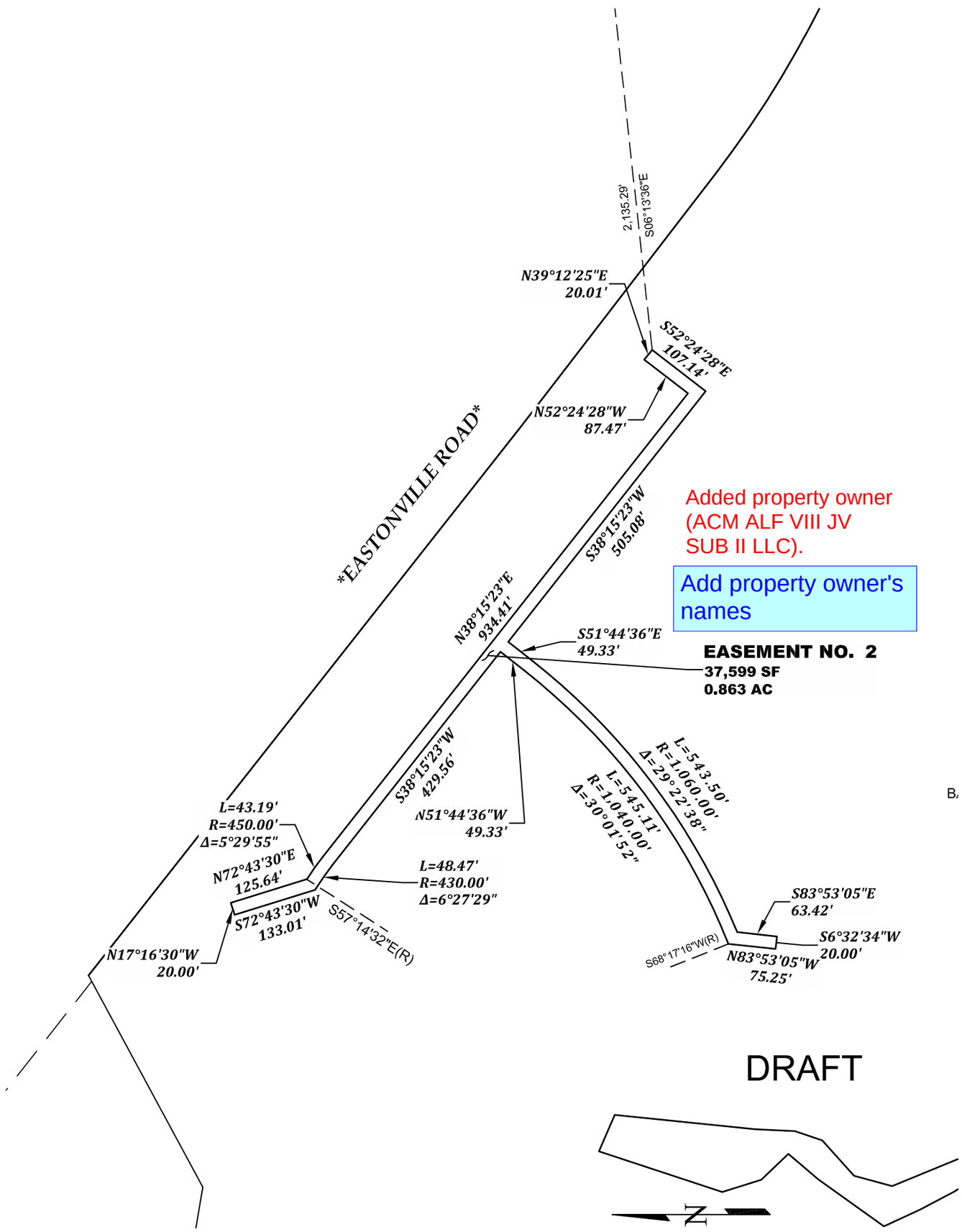
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10-04-2024
DRAINAGE EASEMENT

JOB NO. **2117-00**
SHEET **7** OF **9**

EXHIBIT C



Added property owner (ACM ALF VIII JV SUB II LLC).

Add property owner's names

DRAFT

LEGEND:

●1	FOUND 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087"
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
(R)	RADIAL BEARING

0 100' 200' 400'

SCALE: 1" = 200'

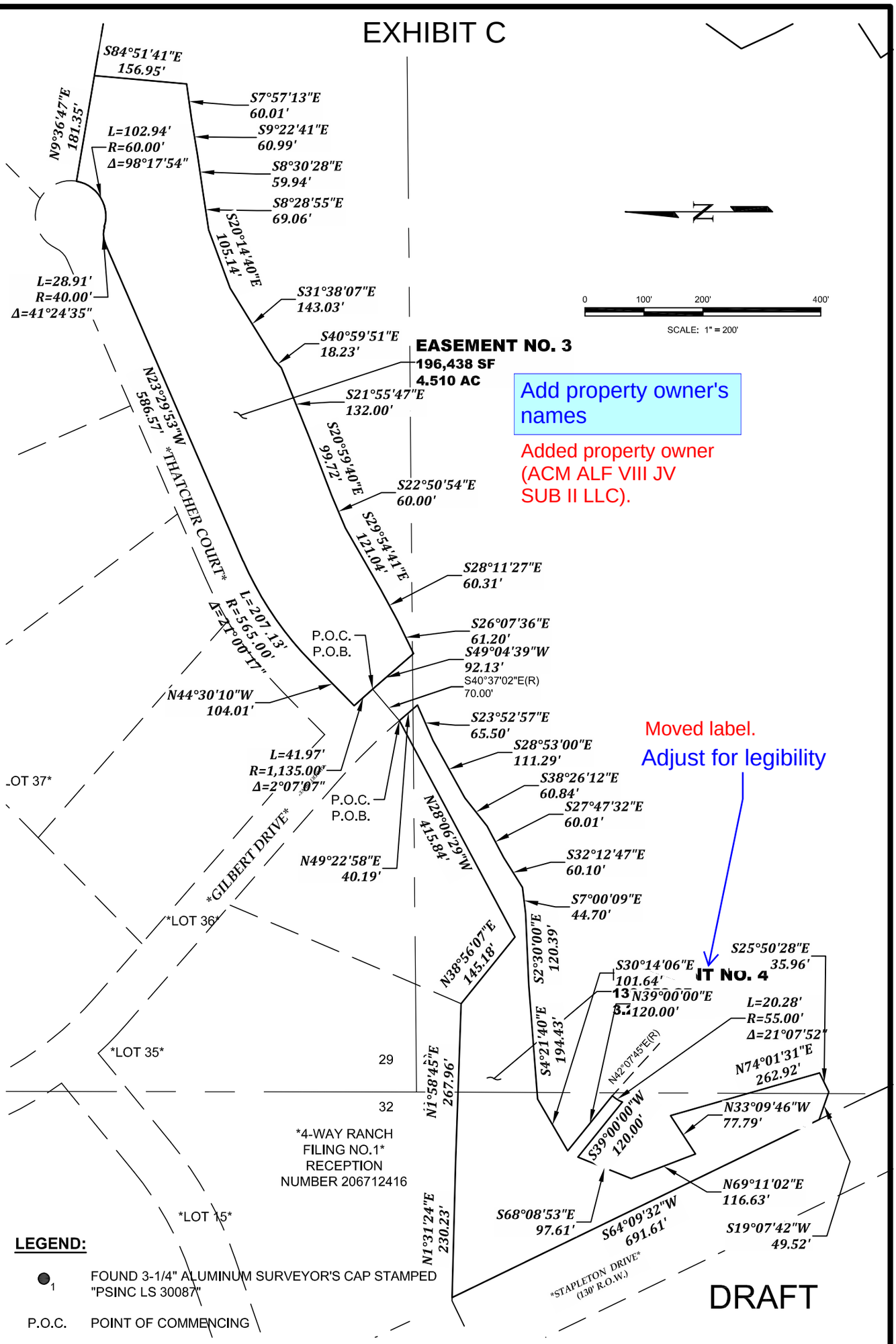
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10-04-2024
DRAINAGE EASEMENT 2

JOB NO. **2117-00**
SHEET **8** OF **9**

EXHIBIT C



Add property owner's names

Added property owner (ACM ALF VIII JV SUB II LLC).

Moved label.

Adjust for legibility

LEGEND:

● 1	FOUND 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087"
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
(R)	RADIAL BEARING

DRAFT

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10-04-2024
DRAINAGE EASEMENT 2

JOB NO. **2117-00**
SHEET **9** OF **9**

EXHIBIT D

Waterbury Filing No. 1
Operations and Maintenance Manual
Open Drainage Channel Inspections and Maintenance (O&M)

County Job No. PCF SF237

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

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

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

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

Table 1 – General Channel Maintenance Guidelines

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

Not survey related?

Verify/update per deviation request design requirements

Routine Maintenance Activities

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

Table 2 – Summary of Routine Maintenance Activities

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

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

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

Minor Maintenance Activities

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

Table 3 – Summary of Minor Maintenance Activities

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

Major Maintenance Activities

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

Table 4 – Summary of Major Maintenance Activities

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

Inspection Procedures

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

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

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

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

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

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

Wetlands

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

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

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

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

Section 404 - establishes a program to regulate the discharge of dredged and fill material into waters of the United States, including wetlands. CWA Section 404(b)(1) Guidelines – U.S. Environmental Protection Agency (EPA) (Although they are called “guidelines,” these criteria are established in regulations (40 CFR Part 230) and are legally binding.)
https://www.epa.gov/cwa-404/clean-water-laws-regulations-and-executive-orders-related-section-404

Open Drainage Channel Inspection Report Form

Date: _____ Inspector: _____

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

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

_____

_____

_____

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

Recommended maintenance: _____

_____

_____

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

_____

Date: _____ Offsite Right of entry needed? _____

Work order description: _____

_____

_____

_____

_____

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

Date: Crew chief: _____

Maintenance performed: _____

_____

_____

_____

Inspected by: _____

Use other side for additional recommendations for this site.

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

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 purposed

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 ad 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 FILING 1

A PARCEL OF LAND BEING A PORTION OF SECTION 28, A PORTION OF SECTION 29, AND A PORTION 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 B

LEGAL DESCRIPTION: DRAINAGE EASEMENTS

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. 1

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 101.46 FEET; THENCE S20°39’14”E, A DISTANCE OF 58.91 FEET; THENCE S09°14’55”E, A DISTANCE OF 110.75 FEET; THENCE S02°57’19”W, A DISTANCE OF 100.46 FEET; THENCE S07°47’21”E, A DISTANCE OF 78.59 FEET; THENCE S36°18’58”E, A DISTANCE OF 88.66 FEET; THENCE S51°35’49”E, A DISTANCE OF 89.32 FEET; THENCE S71°01’21”E, A DISTANCE OF 284.32 FEET; THENCE S89°12’53”E, A DISTANCE OF 331.51 FEET; THENCE N17°37’46”W, A DISTANCE OF 69.69 FEET; THENCE N70°29’01”W, A DISTANCE OF 141.15 FEET; THENCE N12°30’37”E, A DISTANCE OF 30.23 FEET; THENCE N39°58’03”W, A DISTANCE OF 55.21 FEET; THENCE N47°33’57”E, A DISTANCE OF 192.45 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°10’10”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 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 N°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; 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”W, 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 N54°30’12”W, A DISTANCE OF 127.59 FEET; THENCE N49°30’51”W, A DISTANCE OF 62.29 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 FEET; THENCE N23°23’58”E, A DISTANCE OF 63.18 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 633,820 SQUARE FEET OR 14.551 ACRES, MORE OR LESS.

EASEMENT NO. 2

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28, THENCE S06°13’36”E A DISTANCE OF 2,135.29 FEET TO THE POINT OF BEGINNING; THENCE S52°24’28”E A DISTANCE OF 107.14 FEET; THENCE S38°15’23”W A DISTANCE OF 505.08 FEET; THENCE S51°44’36”E A DISTANCE OF 49.33 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 29°22’38”, A RADIUS OF 1,060.00 FEET A DISTANCE OF 543.50 FEET TO A POINT OF ON CURVE; THENCE S83°53’05”E A DISTANCE OF 63.42 FEET; THENCE S06°32’34”W A DISTANCE OF 20.00 FEET; THENCE N83°53’05”W A DISTANCE OF 75.25 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S68°17’16”W HAVING A DELTA OF 30°01’52”, A RADIUS OF 1,040.00 FEET A DISTANCE OF 545.11 FEET TO A POINT OF TANGENT; THENCE N51°44’36”W A DISTANCE OF 49.33 FEET; THENCE S38°15’23”W A DISTANCE OF 429.56 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 06°27’29”, A RADIUS OF 430.00 FEET A DISTANCE OF 48.47 FEET TO A POINT ON CURVE; THENCE S72°43’30”W A DISTANCE OF 133.01 FEET; THENCE N17°16’30”W A DISTANCE OF 20.00 FEET; THENCE N72°43’30”E A DISTANCE OF 125.64 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S57°14’32”E, HAVING A DELTA OF 05°29’55”, A RADIUS OF 450.00 FEET A DISTANCE OF 43.19 FEET TO A POINT OF TANGENT; THENCE N38°15’23”E A DISTANCE OF 934.41 FEET; THENCE N52°24’28”W A DISTANCE OF 87.47 FEET; THENCE N39°12’25”E A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 37,599 SQUARE FEET OR 0.863 ACRES.

EASEMENT NO. 3

COMMENCING AT THE NORTHEAST CORNER OF GILBERT DRIVE AS PLATTED IN 4 WAY RANCH FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 206714216, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON THE EASTERLY BOUNDARY OF SAID 4 WAY RANCH FILING NO. 1, THE FOLLOWING SEVEN (7) COURSES:

1. 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;

2. N44°30'10”W, A DISTANCE OF 104.01 FEET TO A POINT OF CURVE;

3. 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;

4. N23°29'53”W, A DISTANCE OF 586.57 FEET;

5. 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;

6. 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;

7. N09°36'47”E, A DISTANCE OF 181.35 FEET;

THENCE S84°51’41”E A DISTANCE OF 156.95 FEET; THENCE S07°57’13”E A DISTANCE OF 60.01 FEET; THENCE S09°22’41”E A DISTANCE OF 60.99 FEET; THENCE S08°30’28”E A DISTANCE OF 59.94 FEET; THENCE S08°28’55”E A DISTANCE OF 69.06 FEET; THENCE S20°14’40”E A DISTANCE OF 105.14 FEET; THENCE S31°38’07”E A DISTANCE OF 143.03

FEET; THENCE S40°59’51”E A DISTANCE OF 18.23 FEET; THENCE S21°55’47”E A DISTANCE OF 132.00 FEET; THENCE S20°59’40”E A DISTANCE OF 99.72 FEET; THENCE S22°50’54”E A DISTANCE OF 60.00 FEET; THENCE S29°54’41”E A DISTANCE OF 121.04 FEET; THENCE S28°11’27”E A DISTANCE OF 60.31 FEET; THENCE S26°07’36”E A DISTANCE OF 61.20 FEET; THENCE S49°04’39”W A DISTANCE OF 92.13 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 196,438 SQUARE FEET OR 4.510 ACRES.

EASEMENT NO. 4

COMMENCING AT THE NORTHEAST CORNER OF GILBERT DRIVE AS PLATTED IN 4 WAY RANCH FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 206714216, 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 S23°52’57”E A DISTANCE OF 65.50 FEET; THENCE S28°53’00”E A DISTANCE OF 111.29 FEET; THENCE S38°26’12”E A DISTANCE OF 60.84 FEET; THENCE S27°47’32”E A DISTANCE OF 60.01 FEET; THENCE S32°12’47”E A DISTANCE OF 60.10 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 139,852 SQUARE FEET OR 3.211 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.

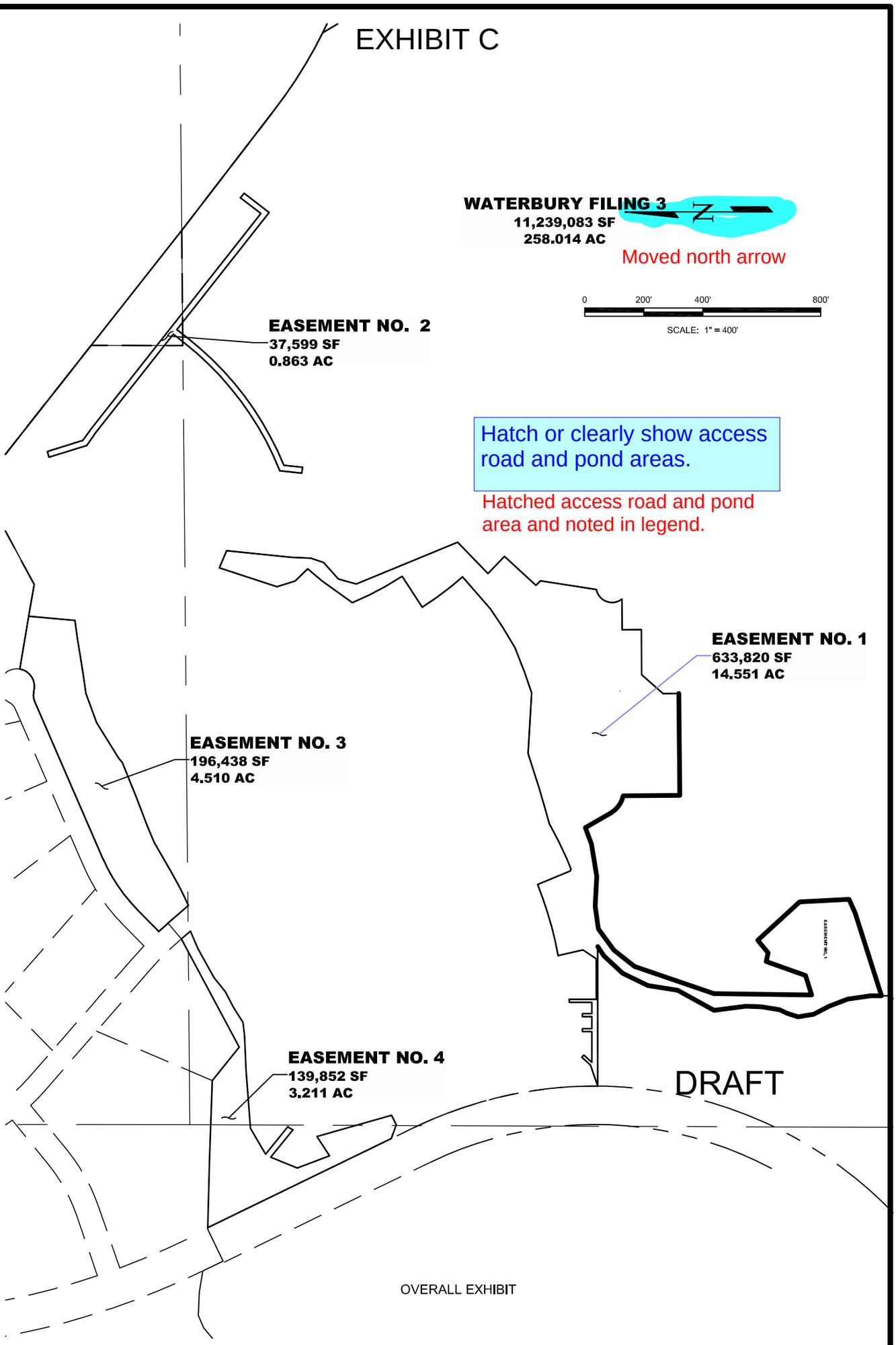
draft

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

Note: Legals and exhibits have been created for each individual easement with access area shown visually. Not sure about pond names.

These exhibits should only be for the pond and access areas, with each pond name clearly called out.

EXHIBIT C



OVERALL EXHIBIT

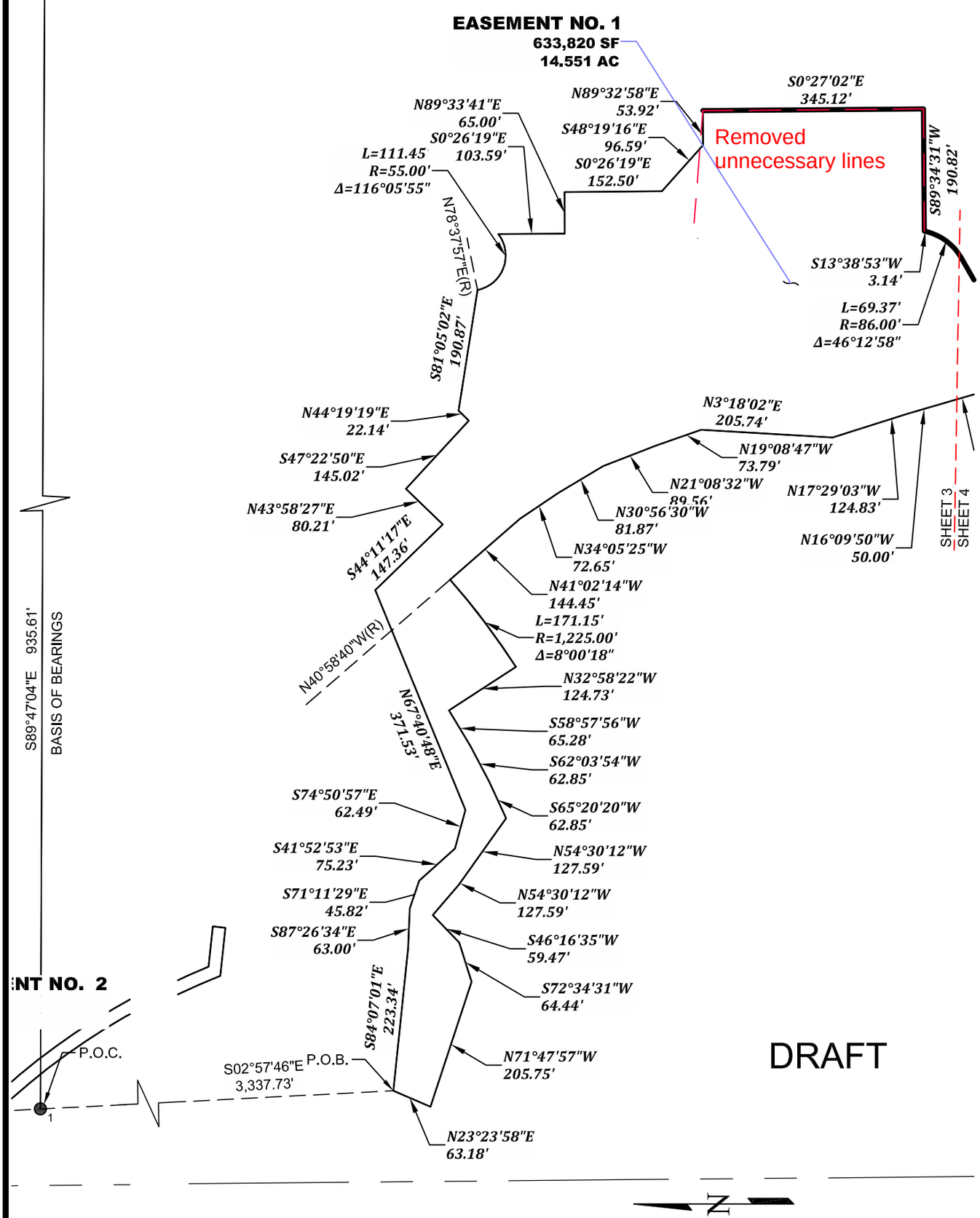
THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION.

EDWARD-JAMES SURVEYING, INC.
926 Elkton Dr.
Colorado Springs, CO 80907
(719) 576-1216
4732 Eagleridge Circle
Pueblo, CO 81008
(719) 545-6240

10-04-2024
DRAINAGE EASEMENT 2

JOB NO. 2117-00
SHEET 5 OF 9

EXHIBIT C



LEGEND:

●1	FOUND 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087"
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
(R)	RADIAL BEARING

0 100' 200' 400'

SCALE: 1" = 200'

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

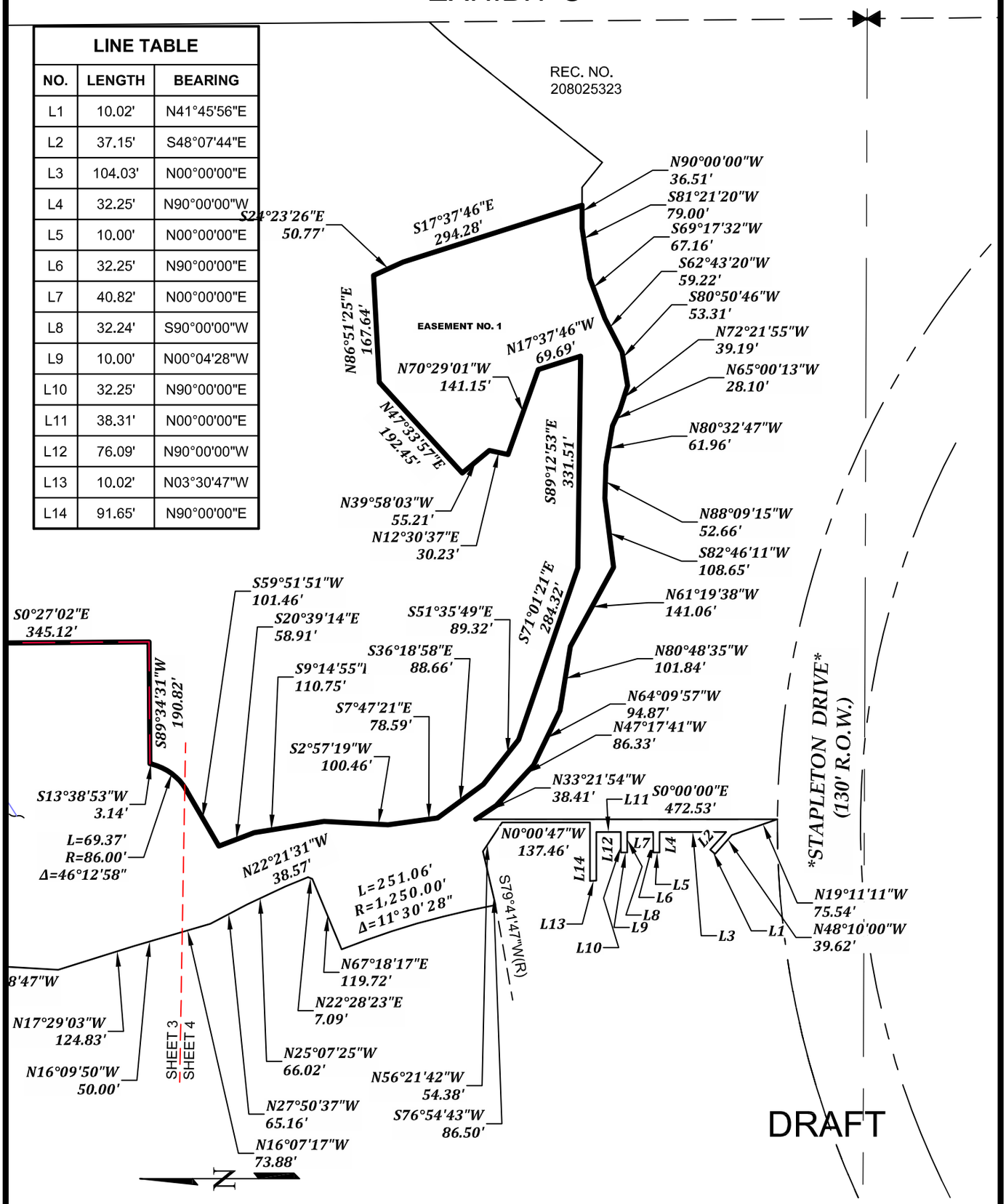
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(719) 545-6240

10-04-2024
DRAINAGE EASEMENT

JOB NO. **2117-00**
SHEET **6** OF **9**

EXHIBIT C

LINE TABLE		
NO.	LENGTH	BEARING
L1	10.02'	N41°45'56"E
L2	37.15'	S48°07'44"E
L3	104.03'	N00°00'00"E
L4	32.25'	N90°00'00"W
L5	10.00'	N00°00'00"E
L6	32.25'	N90°00'00"E
L7	40.82'	N00°00'00"E
L8	32.24'	S90°00'00"W
L9	10.00'	N00°04'28"W
L10	32.25'	N90°00'00"E
L11	38.31'	N00°00'00"E
L12	76.09'	N90°00'00"W
L13	10.02'	N03°30'47"W
L14	91.65'	N90°00'00"E



0 100' 200' 400'

SCALE: 1" = 200'

LEGEND:

●1	FOUND 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087"
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
(R)	RADIAL BEARING

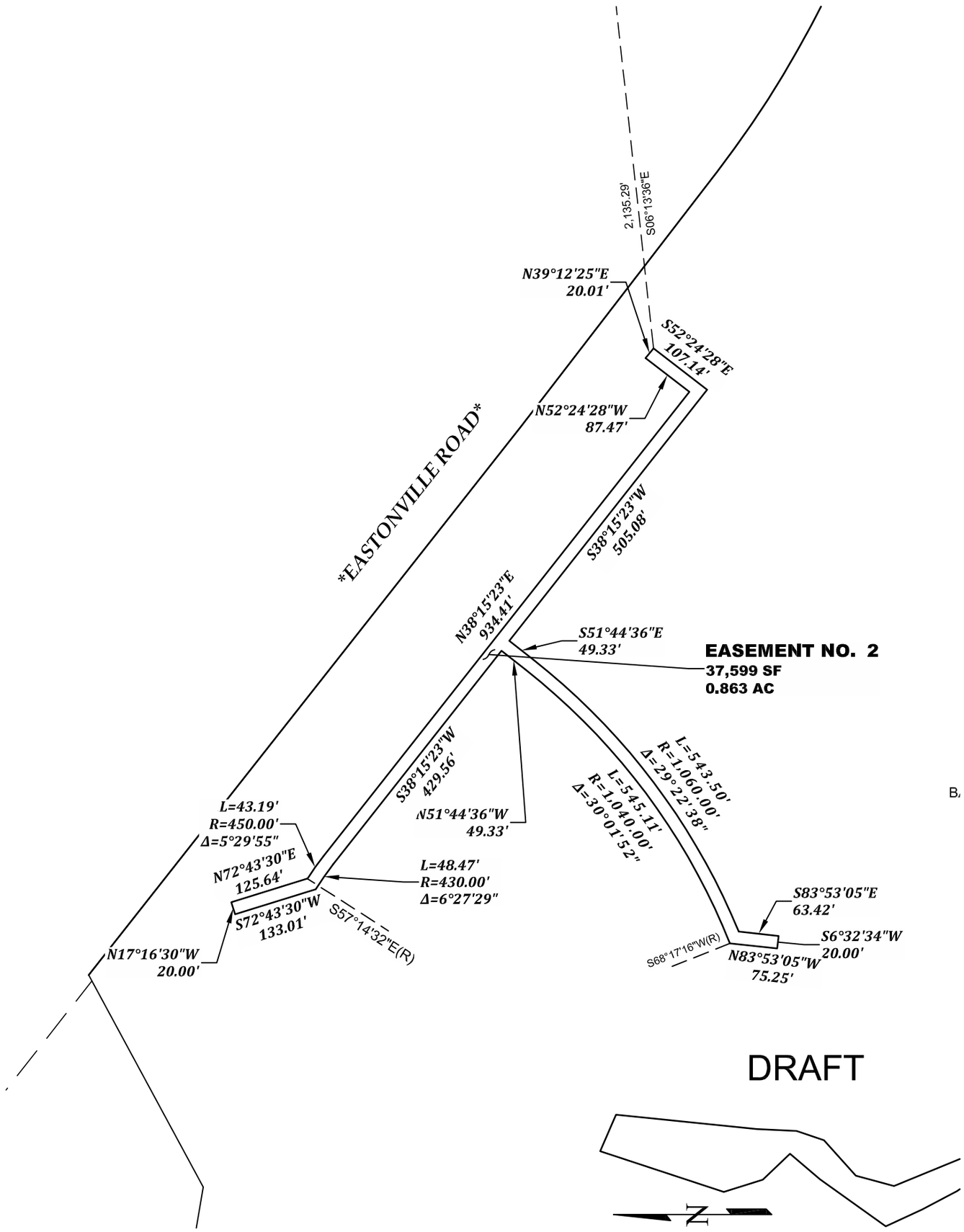
THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION.

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10-04-2024
DRAINAGE EASEMENT

JOB NO. **2117-00**
SHEET **7** OF **9**

EXHIBIT C



LEGEND:

●1	FOUND 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087"
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
(R)	RADIAL BEARING

0 100' 200' 400'

SCALE: 1" = 200'

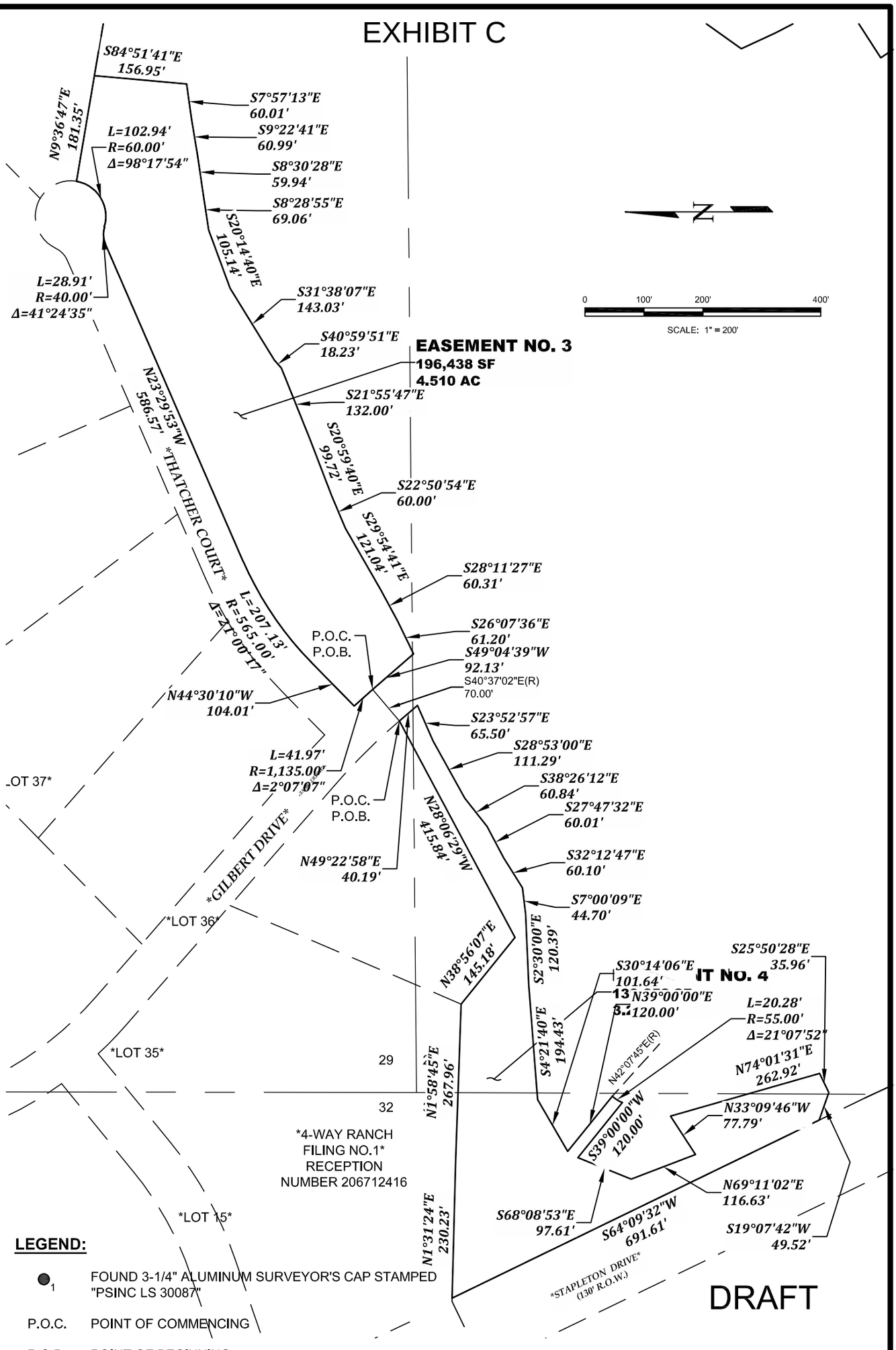
THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION.

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(719) 545-6240

10-04-2024
DRAINAGE EASEMENT 2

JOB NO. **2117-00**
SHEET **8** OF **9**

EXHIBIT C



LEGEND:

● 1	FOUND 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087"
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
(R)	RADIAL BEARING

DRAFT

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

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10-04-2024
DRAINAGE EASEMENT 2

JOB NO. **2117-00**
SHEET **9** OF **9**

May 20, 2025
Job No. 2117-00

EXHIBIT B1

LEGAL DESCRIPTION: DRAINAGE EASEMENT

A TRACT OF LAND BEING A PORTION LOT 35, 4 WAY RANCH FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 206712416, RECORDS OF EL PASO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, A PORTION OF THE NORTHEAST QUARTER OF SECTION 32, 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:

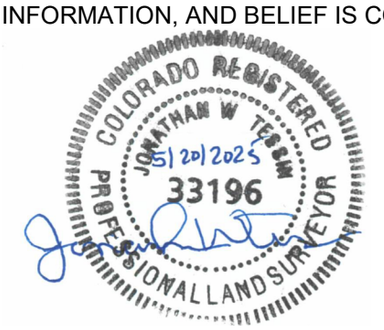
BASIS OF BEARINGS: THE COURSE ON THE EAST LINE OF LOT 36, 4 WAY RANCH FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 206712416, BEING MONUMENTED AT EACH END BY A NO. 5 REBAR AND 1.5" ALUMINUM SURVEYOR'S CAP STAMPED "JR ENG LS 31181" AT GROUND LEVEL ASSUMED TO BEAR S38°56'07"W.

COMMENCING AT THE NORTHEAST CORNER OF LOT 35, 4 WAY RANCH FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 206712416, SAID POINT BEING THE POINT OF BEGINNING; THENCE S01°58'45"W ON THE EAST LINE OF SAID LOT 35 A DISTANCE OF 267.93 FEET; THENCE N66°55'32"W ON THE SOUTH LINE OF SAID LOT 35 A DISTANCE OF 11.998 FEET; THENCE N35°42'09"W A DISTANCE OF 44.77 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N54°17'51"E, HAVING A DELTA OF 35°55'49", A RADIUS OF 60.00 FEET A DISTANCE OF 37.63 FEET TO A POINT OF TANGENT; THENCE N00°29'50"W A DISTANCE OF 193.69 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S89°00'14"W, HAVING A DELTA OF 38°36'50", A RADIUS OF 15.00 FEET A DISTANCE OF 10.11 FEET TO A POINT OF TANGENT; THENCE N39°36'36"W A DISTANCE OF 30.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 35; THENCE S66°55'32"E ON SAID NORTH LINE A DISTANCE OF 89.44 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 14,113 SQUARE FEET OR 0.324 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.



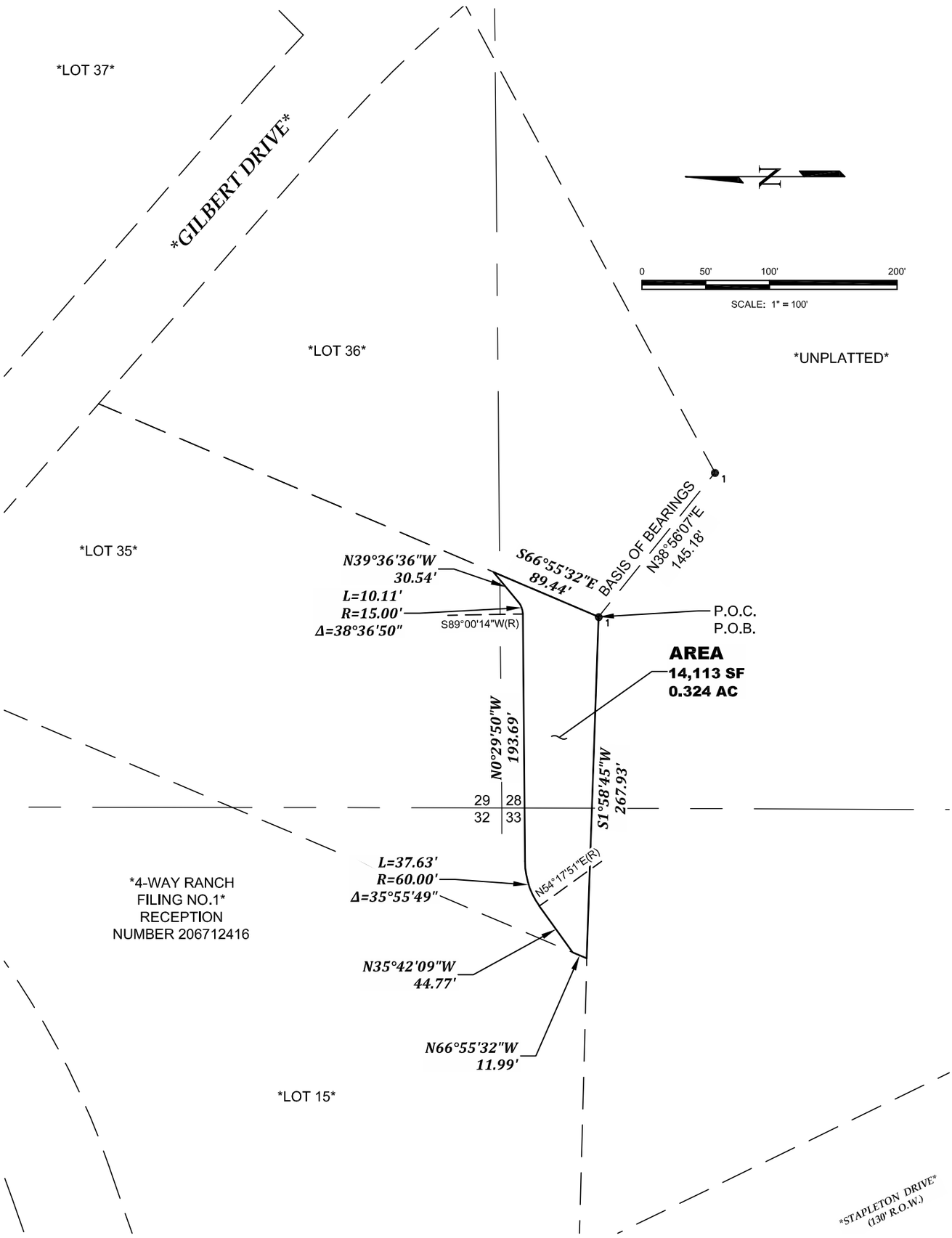
JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

926 Elkton Drive
Colorado Springs, CO 80907
Phone: (719) 576-1216 Fax: (719) 576-1206

4732 eagleridge Circle
Pueblo, CO 81008
Phone: (719) 545-6240 Fax: (719) 545-6247

http://ejsurveying.com

EXHIBIT C1



LEGEND:

●1	FOUND 1-1/2" ALUMINUM SURVEYOR'S CAP STAMPED "JR ENG LS 31181" AT GROUND LEVEL
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
(R)	RADIAL BEARING

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.
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Pueblo, CO 81008
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05-20-2025
DRAINAGE EASEMENT

JOB NO. **2117-00**
SHEET **2** OF **2**

May 20, 2025
Job No. 2117-00

EXHIBIT B2

LEGAL DESCRIPTION: DRAINAGE EASEMENT

A TRACT OF LAND BEING A PORTION LOT 36, 4 WAY RANCH FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 206712416, RECORDS OF EL PASO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, 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 COURSE ON THE EAST LINE OF LOT 36, 4 WAY RANCH FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 206712416, BEING MONUMENTED AT EACH END BY A NO. 5 REBAR AND 1.5" ALUMINUM SURVEYOR'S CAP STAMPED "JR ENG LS 31181" AT GROUND LEVEL ASSUMED TO BEAR S38°56'07"W.

COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 36, 4 WAY RANCH FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 206712416, SAID POINT BEING THE POINT OF BEGINNING; THENCE N66°55'32"W ON THE SOUTHERLY LINE OF SAID LOT 36 A DISTANCE OF 89.44 FEET; THENCE N39°36'36"W A DISTANCE OF 6.05 FEET; THENCE N29°30'41"W A DISTANCE OF 46.66 FEET; THENCE N24°21'14"E A DISTANCE OF 242.25 FEET; THENCE S28°06'29"E A DISTANCE OF 213.23 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 36; THENCE S38°56'07"W ON SAID EASTERLY LINE A DISTANCE OF 145.19 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 31,723 SQUARE FEET OR 0.728 ACRES.

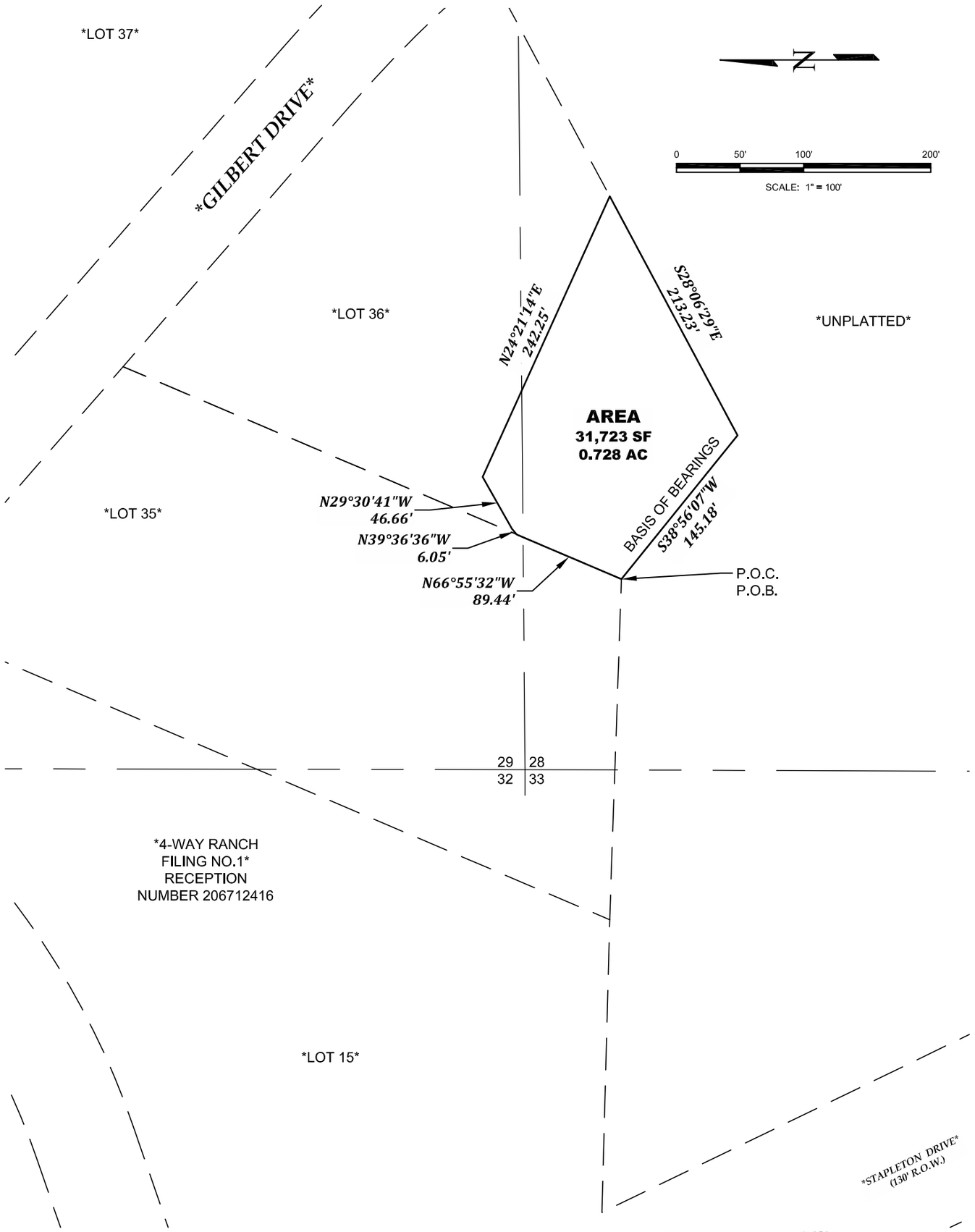
LEGAL DESCRIPTION STATEMENT

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 C2



LEGEND:

●1	FOUND 1-1/2" ALUMINUM SURVEYOR'S CAP STAMPED "JR ENG LS 31181" AT GROUND LEVEL
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING

COLORADO REGISTERED
JONATHAN W TESSMAN
5/20/2025
33196
PROFESSIONAL LAND SURVEYOR

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

4732 Eagleridge Circle
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(719) 545-6240

05-20-2025
DRAINAGE EASEMENT

JOB NO. **2117-00**
SHEET **2** OF **2**

EXHIBIT D

Waterbury Filing No. 1
Operations and Maintenance Manual
Extended Detention Basin, Diversion Swale E-E & Grass Buffers

County Job No. PCF 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.

4 Way Ranch Metropolitan District No. 2
Contact Person:
Phone:
Email:
Mailing Address:

1. Waterbury Filing No. 1 Extended Detention Basins, Diversion Swale E-E & Grass Buffers Maintained by 4-Way Ranch Metropolitan District.

There are 3 Extended Detention Basin on the Waterbury Filing No. 1 property that 4-Way joint Ventures 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 2022. 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 2022. 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 2022. 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 2022. 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 and built in 2022. 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 1can be accessed from the Saybrook Road. 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 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

3. Inspections

Inspection and Frequency

 Annually inspect detention basin to insure 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. Maintain irrigated turf grass as 2 to 4 inches tall and nonirrigated native turf grasses at 4 to 6 inches.	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 outlet for clogging, erosion, slumping, excessive sedimentation levels, overgrowth, embankment and spillway integrity, and damage to any structural element.	Routine – Annual inspection of hydraulic and structural facilities. Also check for obvious 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.

Table RPA-1

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 debris, enhance aesthetics, and prevent floatables from being washed offsite.	Routine This should be done as needed based on inspection, but no less than two times per year.
Aeration	Aeration is done by punching holes in the ground using an aerator	Routine – Should be performed at least once

	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.	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 at the interface between the impervious area and buffer For Grass Swales: Remove accumulated sediment near culverts and	Nonroutine – Remove sediment as needed based 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

	in channels to maintain flow capacity. Spot replace the grass areas as necessary.	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.
Irrigation Schedule and Maintenance	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.	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.

WATERBURY FILING NO. 1

FINAL PLAT

A PORTION OF SW 1/4 SECTION 28, A PORTION OF THE SE 1/4 SECTION 29, A PORTION OF THE NW 1/4 SECTION 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

Updated to District #4

Added Note 22 for "Private StormwaterFacility Maintenance Agreement and Easement" All subsequent notes NUMBERS have changed.

Add similar notes for the channel maintenance agreement and the infiltration facility agreement

KNOW ALL MEN BY THESE PRESENTS:

THAT ACM ALF VIII JV SUB II, LLC BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

LEGAL DESCRIPTION:

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.

OWNER'S CERTIFICATE:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED, AND PLATTED SAID LANDS INTO LOTS, TRACTS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF WATERBURY FILING NO. 1. ALL PUBLIC IMPROVEMENTS SO PLATTED ARE HEREBY DEDICATED TO PUBLIC USE AND SAID OWNER DOES HEREBY COVENANT AND AGREE THAT THE PUBLIC IMPROVEMENTS WILL BE CONSTRUCTED TO EL PASO COUNTY STANDARDS AND THAT PROPER DRAINAGE AND EROSION CONTROL FOR SAME WILL BE PROVIDED AT SAID OWNER'S EXPENSE, ALL TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO. UPON ACCEPTANCE BY RESOLUTION, ALL PUBLIC IMPROVEMENTS SO DEDICATED WILL BECOME MATTERS OF MAINTENANCE BY EL PASO COUNTY, COLORADO. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES.

_____
OWNERS
BY: _____
OWNER ACM ALF VIII JV SUB II, LLC

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__ BY _____ AS _____.

MY COMMISSION EXPIRES _____.

WITNESS MY HAND AND OFFICIAL SEAL _____

NOTARY PUBLIC
SIGNATURES OF OFFICERS SIGNING FOR A CORPORATION SHALL BE ACKNOWLEDGED AS FOLLOWS:
_____ AS _____ACM ALF VIII JV SUB II, LLC

ACCEPTANCE CERTIFICATE FOR TRACTS (ACCEPTING ENTITY IN EXISTENCE):

THE DEDICATION OF TRACTS A, B, C, D, E, F, G, H, I, J AND K ARE HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE 4 WAY RANCH METROPOLITAN DISTRICT NO. 2.

BY: _____

PRESIDENT
STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__ A.D., BY _____ AS _____.

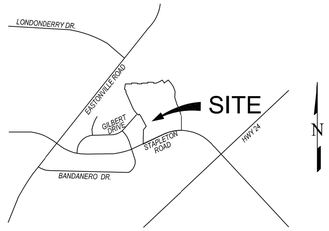
WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

NOTICE:

*ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.*



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1. THE DATE OF PREPARATION IS DECEMBER 29, 2022.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THE BASIS OF BEARINGS IS 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.
4. UNLESS OTHERWISE INDICATED, THE FOLLOWING EASEMENTS ARE HEREBY PLATTED:

   ALL SIDE, FRONT, AND REAR LOT LINES ARE HEREBY PLATTED ON BOTH SIDES WITH A 5 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT UNLESS OTHERWISE INDICATED. THE SOLE RESPONSIBILITY FOR MAINTENANCE OF THESE EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNERS.

   ALL FRONT LOT LINES ARE HEREBY PLATTED WITH A 10 FOOT UTILITY EASEMENT FOR MOUNTAIN VIEW ELECTRIC ASSOCIATION
5. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED IN ASSOCIATION WITH THE PRELIMINARY PLAN OR FINAL PLAT FOR THIS SUBDIVISION AND ARE ON FILE AT THE COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT: TRANSPORTATION IMPACT STUDY; DRAINAGE REPORT; WATER RESOURCES REPORT; WASTEWATER DISPOSAL REPORT; GEOLOGY AND SOILS REPORT; FIRE PROTECTION REPORT; WILDFIRE HAZARD REPORT; NATURAL FEATURES REPORT;
6. FIRE PROTECTION BY FALCON FIRE PROTECTION DISTRICT.
7. TRACT OWNERSHIP MAINTENANCE:
   ALL TRACTS A-K ARE TO BE OWNED AND MAINTAINED BY THE 4 WAY RANCH METROPOLITAN DISTRICT NO. 2. TRACTS INCLUDE LANDSCAPE EASEMENTS, DRAINAGE TRACTS, STREETSCAPE PLANTINGS, DETENTION PONDS, UTILITIES, FENCES, PARKS AND RECREATIONAL FACILITIES, PEDESTRIAN TRAILS, AND MAIL BOX CLUSTERS.
8. NO DRIVEWAY SHALL BE ESTABLISHED UNLESS AN ACCESS PERMIT HAS BEEN GRANTED BY EL PASO COUNTY.
9. TOTAL NUMBER OF LOTS PLATTED WITH THIS SUBDIVISION: 198
   TOTAL NUMBER OF TRACTS PLATTED WITH THIS SUBDIVISION: 11.
10. ADDRESSES EXHIBITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
11. ALL PROPERTY WITHIN THIS SUBDIVISION IS INCLUDED IN THE 4-WAY RANCH METROPOLITAN DISTRICT BY INSTRUMENTS RECORDED UNDER RECEPTION NO. 205142010, 205191721, 210038875 AND 212092504.
12. CENTRAL WATER SERVICES TO BE SUPPLIED BY WOODMEN HILL METROPOLITAN DISTRICT.. ALL FUTURE OWNERS OF LOTS WITHIN THIS FILING SHALL BE ADVISED OF, AND COMPLY WITH, THE CONDITIONS, RULES, REGULATIONS, AND SPECIFICATIONS SET BY THE DISTRICT.
13. WASTE WATER COLLECTION SERVICES TO BE PROVIDED BY GRANDVIEW RESERVE METROPOLITAN DISTRICT IN AGREEMENT WITH CHEROKEE METROPOLITAN DISTRICT.
14. ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGH THEIR PROPERTY. PUBLIC DRAINAGE EASEMENTS AS SPECIFICALLY NOTED ON THE PLAT SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS UNLESS OTHERWISE INDICATED. HOMEBUILDERS ARE RESPONSIBLE TO ENSURE PROPER DRAINAGE AROUND STRUCTURES, INCLUDING ELEVATIONS OF FOUNDATIONS AND WINDOW WELLS IN RELATION TO SIDE-LOT DRAINAGE EASEMENTS AND SWALES. HOMEOWNERS SHALL NOT CHANGE THE GRADE OF THE LOT OR DRAINAGE SWALES WITHIN SAID EASEMENTS, AS CONSTRUCTED BY THE BUILDER, IN A MANNER THAT WOULD CAUSE ADVERSE DRAINAGE IMPACTS TO PROPERTIES. STRUCTURES, FENCES, MATERIALS OR LANDSCAPING THAT COULD IMPEDE THE FLOW OF RUNOFF SHALL NOT BE PLACED IN DRAINAGE EASEMENTS.
15. MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY DEPARTMENT OF TRANSPORTATION AND THE UNTIED STATE POSTAL SERVICE REGULATIONS.
16. NO LOT OR INTEREST THEREIN, SHALL BE SOLD, CONVEYED, OR TRANSFERRED WHETHER BY DEED OR BY CONTRACT, NOR SHALL BUILDING PERMITS BE ISSUED, UNTIL AND UNLESS EITHER THE REQUIRED PUBLIC AND COMMON DEVELOPMENT IMPROVEMENTS HAVE BEEN CONSTRUCTED AND COMPLETED AND PRELIMINARILY ACCEPTED IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE APPLICANT/OWNER AND EL PASO COUNTY AS RECORDED UNDER RECEPTION NUMBER _____ IN THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO OR, IN THE ALTERNATIVE, OTHER COLLATERAL IS PROVIDED TO MAKE PROVISION FOR THE COMPLETION OF SAID IMPROVEMENTS IN ACCORDANCE WITH THE EL PASO COUNTY LAND DEVELOPMENT CODE AND ENGINEERING CRITERIA MANUAL. ANY SUCH ALTERNATIVE COLLATERAL MUST BE APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OR, IF PERMITTED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT, BY THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR AND MEET THE POLICY AND PROCEDURE REQUIREMENTS OF EL PASO COUNTY PRIOR TO THE RELEASE BY THE COUNTY OF ANY LOTS FOR SALE, CONVEYANCE OR TRANSFER.
17. NO STREET PARKING ALONG FRONTAGE OF LOTS 1, 2, 11, 20, 21 AND 187.
18. DRIVEWAYS FOR LOTS 1, 2, 21, 181, 186, AND 187 SHALL BE LOCATED AT THE FARTHEST POINT FROM THE ROUNDABOUT AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS EL PASO COUNTY FILE NO.SF 237.
19. NO STRUCTURES OR FENCES ARE PERMITTED WITHIN DESIGNATED "FLOODPLAIN" OR "PARK AND OPEN SPACE" AREAS. THIS PROPERTY IS LOCATED WITHIN A DESIGNATED FEMA FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY MAP NUMBER 08041C0552G, EFFECTIVE DATE DECEMBER 7, 2018 (MODIFICATION WHEN LOMR HAS BEEN APPROVED) AND AS AMENDED BY THE FEMA APPROVED LETTER OF MAP REVISION (LOMR) CASE NUMBER ____ DATED ____, NO STRUCTURES ARE PERMITTED WITHIN THE DESIGNATED FLOODPLAIN AREAS.

TRACT TABLE:

TRACT NO.	AREA	USE/ALLOWED STRUCTURES	OWNER/MAINTENANCE
A	1.009 AC	LANDSCAPE EASEMENTS, DRAINAGE TRACTS, OPEN SPACE TRACTS, STREETSCAPE PLANTINGS, UTILITIES, FENCES, PEDESTRIAN TRAILS, AND MAILBOX CLUSTER	4 WAY RANCH METROPOLITAN DISTRICT NO. 2
B	3.464 AC	LANDSCAPE EASEMENTS, DRAINAGE TRACTS, STORMWATER FACILITIES, OPEN SPACE TRACTS, STREETSCAPE PLANTINGS, DETENTION POND, UTILITIES, FENCES, PEDESTRIAN TRAILS, AND MAILBOX CLUSTERS , POND	4 WAY RANCH METROPOLITAN DISTRICT NO. 2
C	0.102 AC	LANDSCAPE EASEMENTS, DRAINAGE TRACTS, STORMWATER FACILITIES, OPEN SPACE TRACTS, STREETSCAPE PLANTINGS, UTILITIES, FENCES, PARKS AND RECREATIONAL FACILITIES. PEDESTRIAN TRAILS, AND MAILBOX CLUSTERS	4 WAY RANCH METROPOLITAN DISTRICT NO. 2
D	4.510 AC	LANDSCAPE EASEMENTS, DRAINAGE TRACTS, OPEN SPACE TRACTS, STREETSCAPE PLANTINGS, UTILITIES, FENCES, PEDESTRIAN TRAILS, AND MAILBOX CLUSTERS	4 WAY RANCH METROPOLITAN DISTRICT NO. 2
E	2.571 AC	LANDSCAPE EASEMENTS, DRAINAGE TRACTS, STORMWATER FACILITIES, OPEN SPACE TRACTS, STREETSCAPE PLANTINGS, FENCES, PARKS AND RECREATIONAL FACILITIES, PEDESTRIAN TRAILS, AND MAILBOX CLUSTERS	4 WAY RANCH METROPOLITAN DISTRICT NO. 2
F	0.073 AC	LANDSCAPE EASEMENTS, DRAINAGE TRACTS, STORMWATER FACILITIES, OPEN SPACE TRACTS, STREETSCAPE PLANTINGS, FENCES, PARKS AND RECREATIONAL FACILITIES, AND PEDESTRIAN TRAILS	4 WAY RANCH METROPOLITAN DISTRICT NO. 2
G	0.287 AC	LANDSCAPE EASEMENTS, DRAINAGE TRACTS, STORMWATER FACILITIES, OPEN SPACE TRACTS, AND FENCES	4 WAY RANCH METROPOLITAN DISTRICT NO. 2
H	0.175 AC	LANDSCAPE EASEMENTS, DRAINAGE TRACTS, STORMWATER FACILITIES, OPEN SPACE TRACTS, STREETSCAPE PLANTINGS, FENCES, PARKS AND RECREATIONAL FACILITIES, AND PEDESTRIAN TRAILS	4 WAY RANCH METROPOLITAN DISTRICT NO. 2
I	0.787 AC	LANDSCAPE EASEMENTS, DRAINAGE TRACTS, STORMWATER FACILITIES, OPEN SPACE TRACTS, STREETSCAPE PLANTINGS, UTILITIES, FENCES, PARKS AND RECREATIONAL FACILITIES. PEDESTRIAN TRAILS, AND MAILBOX CLUSTERS	4 WAY RANCH METROPOLITAN DISTRICT NO. 2
J	0.050 AC	LANDSCAPE EASEMENTS, OPEN SPACE TRACTS, STREETSCAPE PLANTINGS, AND FENCES	4 WAY RANCH METROPOLITAN DISTRICT NO. 2
K	0.062 AC	LANDSCAPE EASEMENTS, OPEN SPACE TRACTS, STREETSCAPE PLANTINGS, AND FENCES	4 WAY RANCH METROPOLITAN DISTRICT NO. 2

SUMMARY:		
198 LOTS	37.018 ACRES	59.835%
11 TRACTS	13.090 ACRES	21.158%
PUBLIC RIGHT-OF-WAY	11.759 ACRES	19.007%
TOTAL	61.867 ACRES	100.000%

GROSS DENSITY 3.2 D.U. PER ACRE

GENERAL NOTES: (CONTINUED)

20. NO STRUCTURES OR FENCES ARE PERMITTED WITHIN DESIGNATED "FLOODPLAIN" OR "PARK AND OPEN SPACE" AREAS. THIS PROPERTY IS LOCATED WITHIN A DESIGNATED FEMA FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY MAP NUMBER 08041C0552G, EFFECTIVE DATE DECEMBER 7, 2018. NO STRUCTURES ARE PERMITTED WITHIN THE DESIGNATED FLOODPLAIN AREAS.

    THE PARCEL HAS EXPOSURE TO ZONE A FLOODPLAIN. DRAFT MODEL BACKED FLOODPLAIN EXTENTS FOR THIS AREA HAVE BEEN DEVELOPED AS PART OF PHASE 1 FOR THE ONGOING EL PASO COUNTY, CO, RISK MAP PROJECT'. THE DATA HAS BEEN REVIEWED AND APPROVED THROUGH FEMA'S QA/QC PROCESS (MAY 11, 2022) AND IS CURRENTLY IN THE MIP (CASE NO. 19-08-0037S). BASE FLOOD ELEVATIONS SHOWN ON THE PLAT HAVE BEEN DEVELOPED FROM THE AFOREMENTIONED FEMA APPROVED STUDY, ALONG WITH SITE SURVEY, USING A "NO-RISE CERTIFICATION" OUTLINED IN THE FEMA TECHNICAL BULLETIN, MANAGING FLOODPLAIN DEVELOPMENT IN ZONE A AREAS. A FEMA SUPPLIED DUPLICATE EFFECTIVE MODEL WAS TAKEN AND REVISED TO A CORRECTED EFFECTIVE MODEL AND SUBSEQUENTLY A PROPOSED/POST PROJECT CONDITIONS MODEL WAS CREATED TO ESTABLISH THE BASE FLOOD ELEVATIONS SHOWN ON THE PLAT. BOTH THE FEMA APPROVED RISK MAP EXTENTS AND THE FEMA APPROVED CURRENT EFFECTIVE EXTENTS ARE SHOWN
21. THIS PROPERTY IS SUBJECT TO A PRIVATE DETENTION BASIN/STORMWATER QUALITY BMP MAINTENANCE AGREEMENT AND EASEMENT AS RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY. Added WATERBURY METROPOLITAN DISTRICT NO. 1 NO. 2 IS RESPONSIBLE FOR MAINTENANCE OF THE SUBJECT DRAINAGE FACILITIES.
22. ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER CURRENTLY LICENSED IN THE STATE OF COLORADO.
23. PURSUANT TO RESOLUTION _____, APPROVED BY THE BOARD OF DIRECTORS, EL PASO COUNTY PUBLIC IMPROVEMENT DISTRICT 3 AND RECORDED IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER AT RECEPTION NUMBER _____, THE PARCELS WITHIN THE PLATTED BOUNDARIES OF WATERBURY FILING NO. 1, ARE INCLUDED WITH IN THE BOUNDARIES OF THE EL PASO COUNTY PUBLIC IMPROVEMENT DISTRICT 4 AND AS SUCH IS SUBJECT TO APPLICABLE ROAD IMPACT FEES AND MILL LEVY.

District #4

24. THERE SHALL BE NO DIRECT LOT ACCESS TO STAPLETON ROAD.
25. THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY EDWARD-JAMES SURVEYING, INC. TO: DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY, OR TITLE OF RECORD, EDWARD-JAMES SURVEYING, INC. RELIED UPON ORDER NUMBER SC55089017.2-2, PREPARED BY LAND TITLE GUARANTEE COMPANY WITH AN EFFECTIVE DATE OF JANUARY 6, 2023 AT 5:00 P.M.
26. THE LINEAR UNIT OF MEASURE IS THE U.S. SURVEY FOOT.
27. THIS SUBDIVISION IS SURROUNDED BY AGRICULTURAL LAND. PROPERTY OWNERS MAY BE IMPACTED BY SOUNDS, SMELLS AND/OR ACTIVITIES ASSOCIATED WITH ACTIVE AGRICULTURAL PRACTICES. PURSUANT TO ARTICLE 3.5, TITLE 35, C.R.S., IT IS THE DECLARED POLICY OF THE STATE OF COLORADO TO CONSERVE, PROTECT, AND ENCOURAGE THE DEVELOPMENT AND IMPROVEMENT OF ITS AGRICULTURAL LAND FOR THE PRODUCTION OF FOOD AND OTHER AGRICULTURAL PRODUCTS. COLORADO IS A "RIGHT-TO-FARM" STATE PURSUANT TO C.R.S. 35-3.5-101, ET SEQ. LANDOWNERS, RESIDENTS AND VISITORS MUST BE PREPARED TO ACCEPT THE ACTIVITIES, SIGHTS, SOUNDS, AND SMELLS OF AGRICULTURAL OPERATIONS AS A NORMAL AND NECESSARY IMPACT OF LIVING IN A COUNTY WITH A STRONG RURAL CHARACTER AND A HEALTHY AGRICULTURAL SECTOR. STATE LAW PROVIDES THAT RANCHING, FARMING, OR OTHER AGRICULTURAL ACTIVITIES AND OPERATIONS SHALL NOT BE CONSIDERED TO BE NUISANCES SO LONG AS OPERATED IN CONFORMANCE WITH THE LAW AND IN A NON-NEGLIGENT MANNER, THEREFORE, ALL MUST BE PREPARED TO ENCOUNTER NOISES, ODORS, LIGHTS, MUD, DUST, SMOKE, CHEMICALS, MACHINERY ON PUBLIC ROADS, LIVESTOCK ON PUBLIC ROADS, STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES, AND PESTICIDES, AND ONE OR MORE OF WHICH MAY NATURALLY OCCUR AS A PART OF LEGAL AND NON-NEGLIGENT AGRICULTURAL OPERATIONS.
28. GEOLOGIC HAZARD NOTE: THE FOLLOWING LOTS MAY HAVE SHALLOW GROUNDWATER CONDITIONS: 12, 13, 32-35, 43-49, 75, 88-90, 93-95, 107-112, AND 115-118, PER THE SOIL, GEOLOGY AND GEOLOGIC HAZARD ADDENDUM PREPARED BY ENTECH ENGINEERING, DATED FEBRUARY 2, 2022. THE DEVELOPER IS REQUIRED TO DISCLOSE THIS INFORMATION TO POTENTIAL LOT PURCHASERS, PRIOR TO CONSTRUCTION THESE LOTS SHALL BE FURTHER TESTED TO DETERMINE THE EXTENT OF THE GEOHAZARD CONDITIONS, AND THE CONSTRAINTS THAT SHALL BE REQUIRED IN CONSTRUCTION.
    BASEMENTS ARE NOT ALLOWED FOR STRUCTURES ON THESE LOTS. IF FURTHER, LONG-RANGE GROUNDWATER TESTING DETERMINES THAT THIS CONSTRAINT IS NOT NECESSARY, THE DEVELOPER MAY CHOOSE TO APPLY FOR AN AMENDED DEVELOPMENT PLAN AT THAT TIME.
    4 WAY RANCH METROPOLITAN DISTRICT NO. 2 SHALL MAINTAIN ENGINEERED DRAINAGE SYSTEMS. IF UNDERDRAIN SYSTEMS ARE REQUIRED FOR STRUCTURES LOCATED IN HIGH GROUNDWATER AREAS, THEY SHALL DISCHARGE INTO A GROUNDWATER RECHARGE FACILITY, NOT A STORM DRAIN SYSTEM. SUMP PUMPS ARE PROHIBITED FROM DISCHARGING ONTO A PUBLIC ROAD PER ECM 3.3.6.
29. ENVIRONMENTAL NOTE: DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LAWS, REGULATIONS, ORDINANCES, REVIEW AND PERMIT REQUIREMENTS, AND OTHER AGENCY REQUIREMENTS, IF ANY, OF APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO, THE COLORADO DIVISION OF WILDLIFE, COLORADO DEPARTMENT OF TRANSPORTATION, U.S. ARMY CORPS OF ENGINEERS AND THE U.S. FISH AND WILDLIFE SERVICE REGARDING THE ENDANGERED SPECIES ACT, PARTICULARLY AS IT RELATES TO THE LISTED SPECIES (E.G., PREBLE'S MEADOW JUMPING MOUSE).

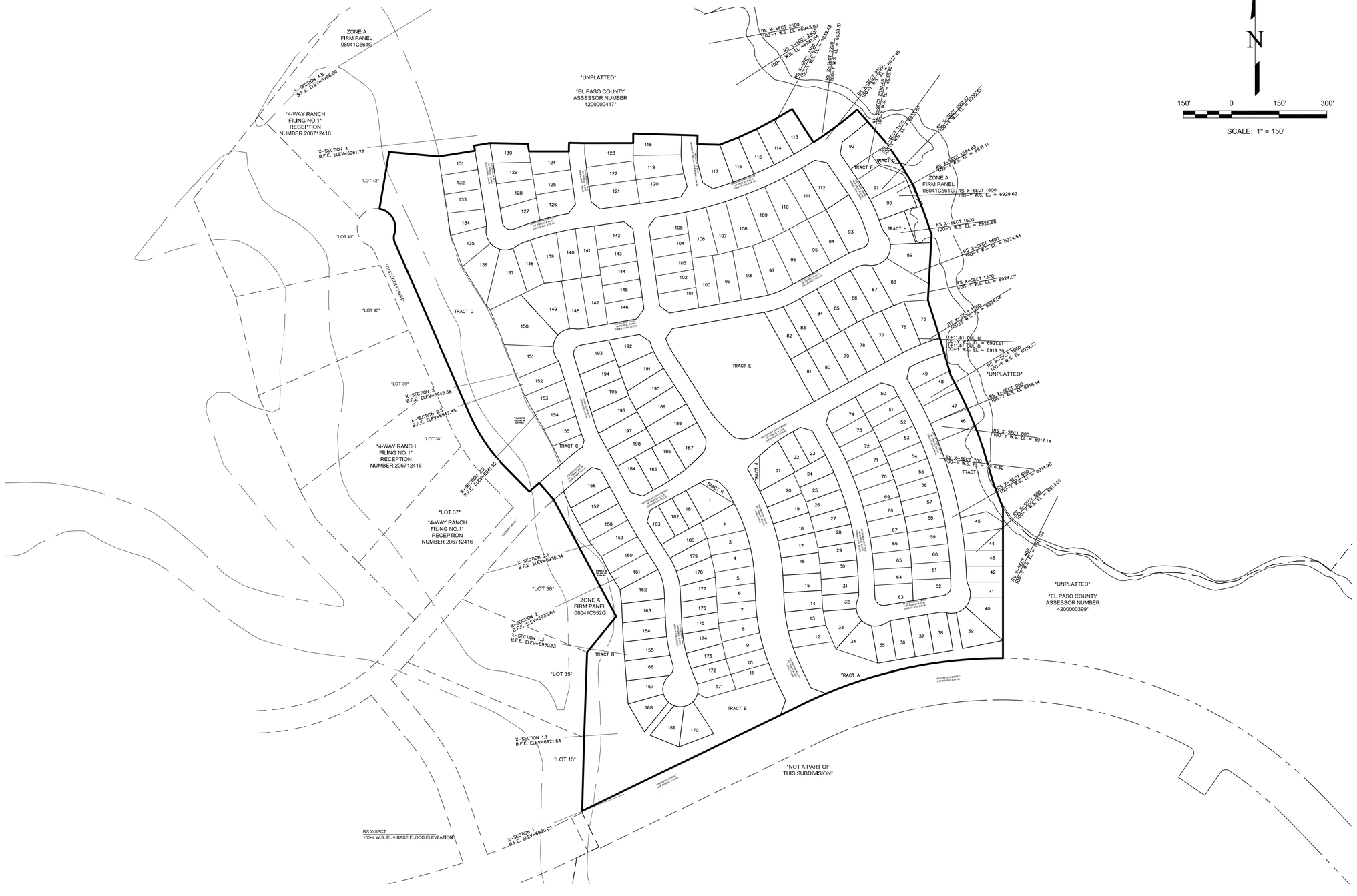
Parks and Added

30. NOTICE OF POTENTIAL AIRCRAFT OVERFLIGHT AND NOISE IMPACT ASSOCIATED WITH AIRPORT: THIS SERVES AS NOTICE OF POTENTIAL AIRCRAFT OVERFLIGHT AND NOISE IMPACTS ON THIS PROPERTY DUE TO ITS CLOSE PROXIMITY TO AN AIRPORT, WHICH IS BEING TO DISCLOSED TO ALL PROSPECTIVE PURCHASERS CONSIDERING THE USE OF THIS PROPERTY FOR RESIDENTIAL PURPOSES. THIS PROPERTY IS SUBJECT TO THE OVERFLIGHT AND ASSOCIATED NOISE OF ARRIVING AND DEPARTING AIRCRAFT DURING THE COURSE OF NORMAL OPERATIONS.
31. THE NON-REVOCABLE PUBLIC IMPROVEMENT EASEMENT SHOWN AT THE END OF PENCONIC PLACE, MASONBORO WAY, MEGANSETT WAY AND SUNKEN MEADOW ROAD ARE INTENDED FOR TURNAROUND AND EMERGENCY RESPONSE PURPOSES. AT SUCH A TIME THAT PENCONIC PLACE, MASONBORO WAY, MEGANSETT WAY AND SUNKEN MEADOW ROAD ARE EXTENDED BY THE ADJACENT PROPERTY OWNER/DEVELOPER AND ACCEPTED BY THE COUNTY, THE NON-REVOCABLE PUBLIC IMPROVEMENT EASEMENT FOR THE CUL-DE-SAC IMPROVEMENTS WILL BE REMOVED AND REPLACE WITH A STANDARD STREET SECTION. THE EASEMENT VACATION, CUL-DE-SAC REMOVAL AND STANDARD STREET SECTION CONSTRUCTION AND SITE RESTORATION IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER EXTENDING SAID STREETS.
32. NO LOTS SHALL HAVE ANY IMPERVIOUS IMPROVEMENTS CONSTRUCTED WITHIN THE REAR SETBACK (I.E. PATIOS, HARDSCAPE, RECREATIONAL FACILITIES, ECT.) FOR LOTS 40-42, 156 & TRACT C.
33. WATER SUFFICIENCY NOTE- THIS PLAT IS GOVERNED BY THE STAND

WATERBURY FILING NO. 1

FINAL PLAT

A PORTION OF SW 1/4 SECTION 28, A PORTION OF THE SE 1/4 SECTION 29, A PORTION OF THE NW 1/4 SECTION 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO



OVERALL-BASE FLOOD ELEVATIONS

PCD FILE NO. SF23-07

NO.	REVISIONS	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

WATERBURY FILING NO. 1
FINAL PLAT

A PORTION OF SECTIONS 28, 29 AND 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 150'
JOB NO.	2117-00
DATE CREATED	12/29/22
DATE ISSUED	
SHEET NO	2 OF 7

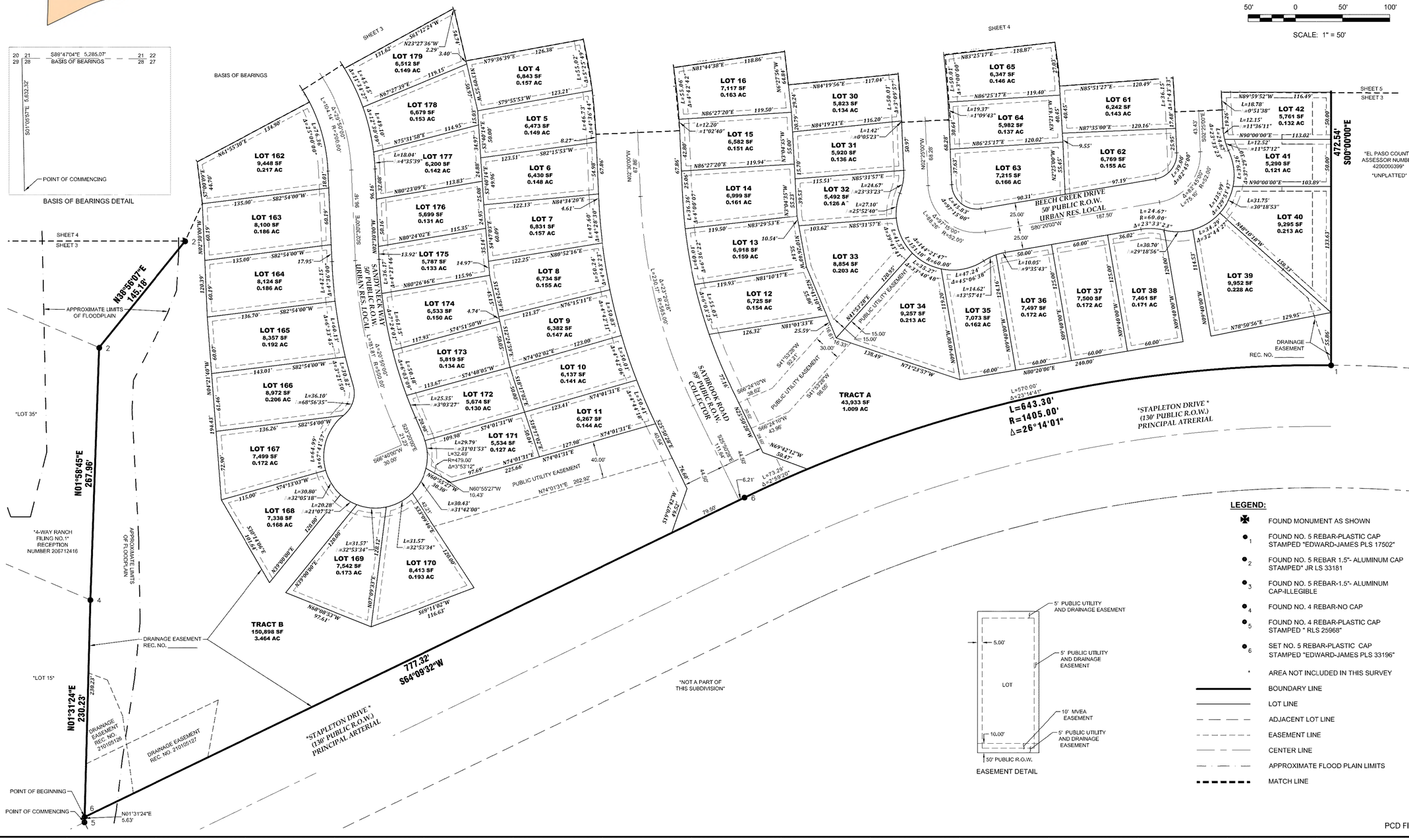
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BASIS OF BEARINGS DETAIL



EASEMENT DETAIL

LEGEND:

- ✠ FOUND MONUMENT AS SHOWN
- ● 1 FOUND NO. 5 REBAR-PLASTIC CAP STAMPED "EDWARD-JAMES PLS 17502"
- ● 2 FOUND NO. 5 REBAR 1.5"- ALUMINUM CAP STAMPED" JR LS 33181
- ● 3 FOUND NO. 5 REBAR-1.5"- ALUMINUM CAP-ILLEGIBLE
- ● 4 FOUND NO. 4 REBAR-NO CAP
- ● 5 FOUND NO. 4 REBAR-PLASTIC CAP STAMPED " RLS 25968"
- ● 6 SET NO. 5 REBAR-PLASTIC CAP STAMPED "EDWARD-JAMES PLS 33196"
- * AREA NOT INCLUDED IN THIS SURVEY
- BOUNDARY LINE
- LOT LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- CENTER LINE
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- MATCH LINE

PCD FILE NO. SF23-07

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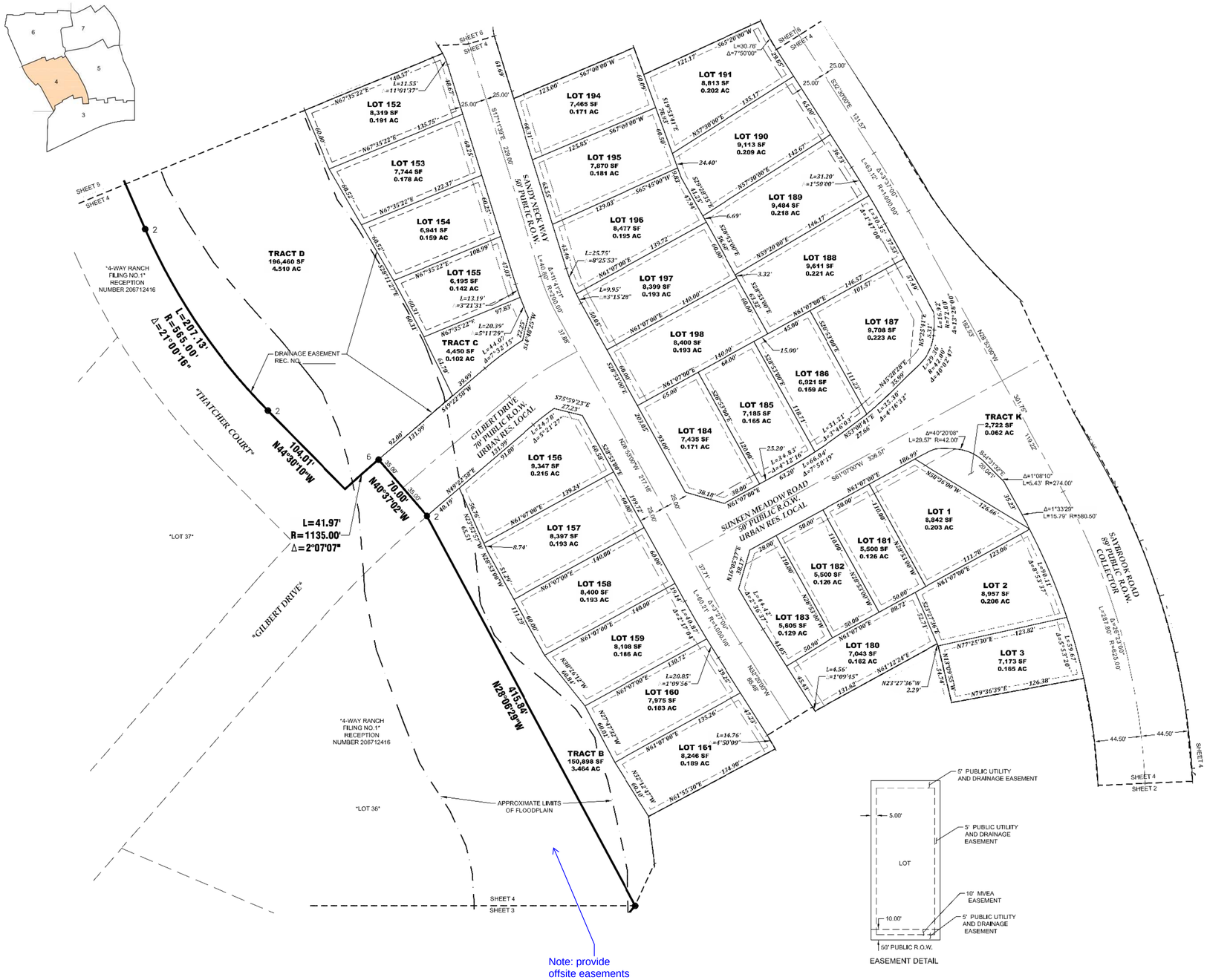
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DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 50'
JOB NO.	2117-00
DATE CREATED	12/29/22
DATE ISSUED	DRAFT
SHEET NO	3 OF 7

WATERBURY FILING NO. 1

FINAL PLAT

A PORTION OF SW 1/4 SECTION 28, A PORTION OF THE SE 1/4 SECTION 29, A PORTION OF THE NW 1/4 SECTION 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO



Note: provide offsite easements for review.
Noted - Existing easements added

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WATERBURY FILING NO. 1

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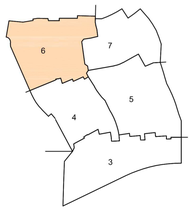
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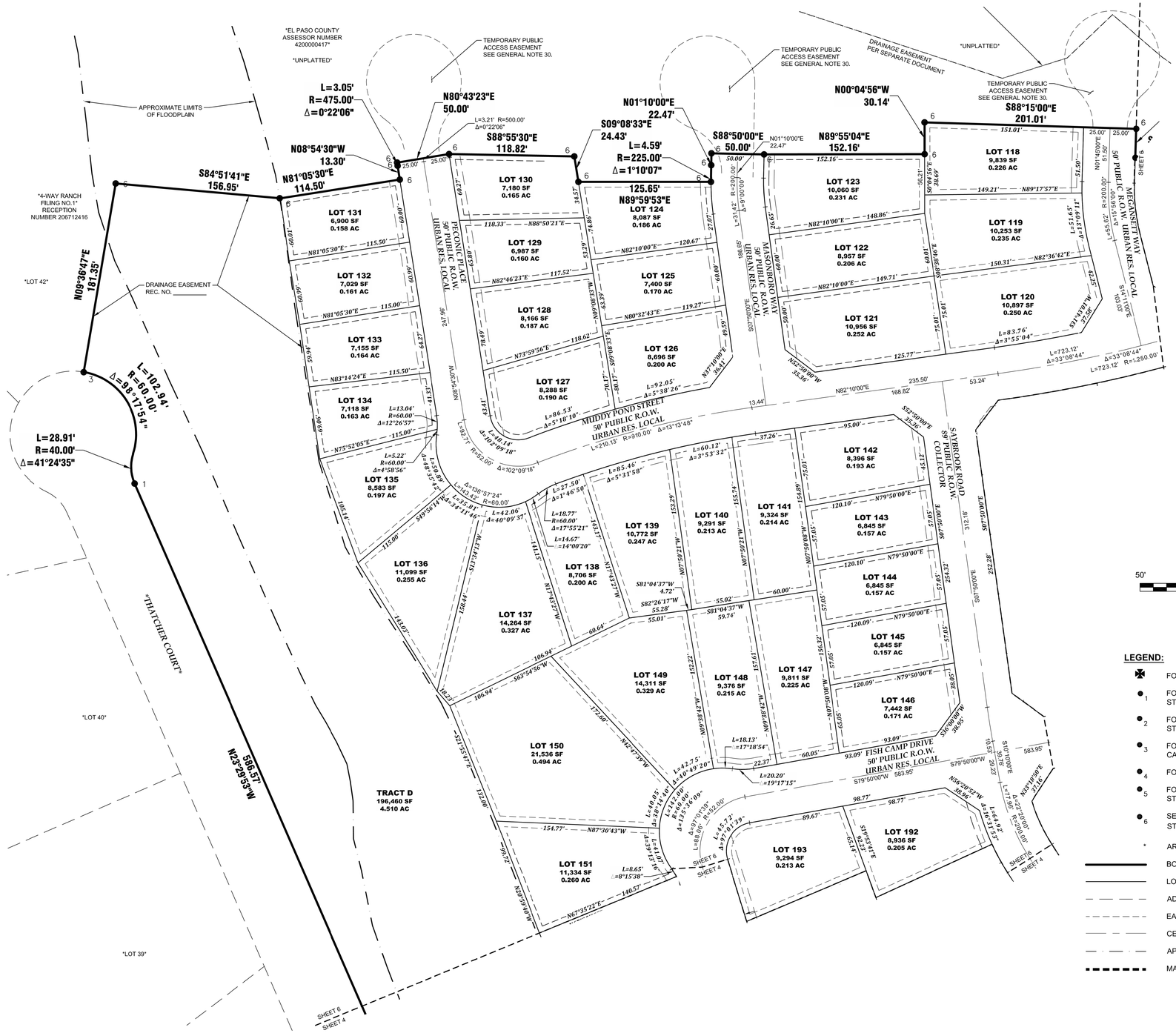
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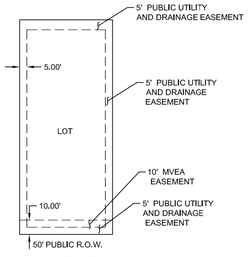
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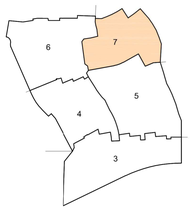
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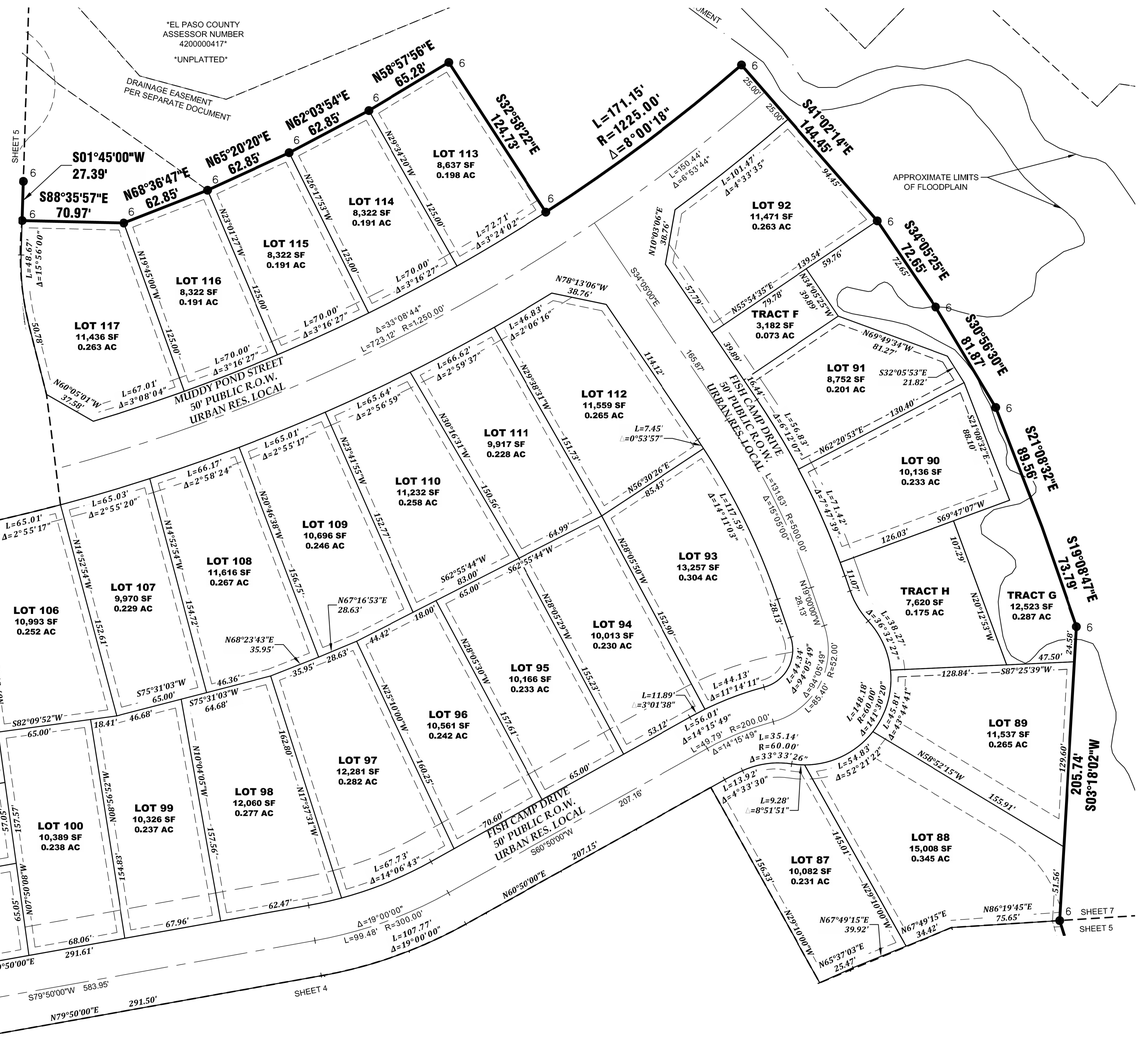
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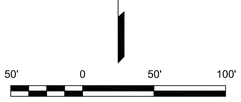
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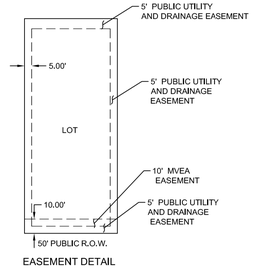
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