

**STORMWATER FACILITY  
MAINTENANCE AGREEMENT AND EASEMENT**

This 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 (Board or County) and PT Eagleview LLC (Developer) and EAGLEVIEW METROPOLITAN DISTRICT (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 was organized to provide certain public services and facilities serving the residents and taxpayers within the development known as Eagleview in El Paso County, Colorado; and

B. WHEREAS, the Metro District is authorized pursuant to its Service Plan to provide various public improvements and services, including the design, financing, installation, construction, acquisition, operation, and maintenance of flood and surface drainage improvements, including but not limited to detention ponds, both within and without its boundaries; and

C. WHEREAS, the Metro District will own, operate and maintain those public improvements not dedicated to another governmental entity; and

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

E. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as Eagleview (Subdivision); and

F. WHEREAS, the development of this Property will increase the volume of water runoff, 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 stormwater control facilities for the Subdivision; and

G. 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

H. WHEREAS, Section 2.9 of the El Paso County Drainage Criteria Manual, Volume 1 provides for a developer’s promise to maintain a subdivision’s drainage facilities in the event the County does not assume such responsibility; and

I. WHEREAS, Developer desires to construct for the Subdivision drainage conveyance facilities (“Stormwater Facilities”) as the means for providing adequate drainage and stormwater runoff

control and to provide for the operation, cleaning, maintenance and repair of such Stormwater Facilities; and

J. WHEREAS, Developer desires to construct the Stormwater Facilities on portions of the Property located within the Metro District as set forth on Exhibit B attached hereto and incorporated herein by this reference, within the areas legally described in Exhibit C, attached hereto and incorporated herein by this reference (the “Stormwater Facilities Area”); and

K. WHEREAS, Developer shall be charged with the duties of constructing the Stormwater Facilities and providing the necessary easements and access to the Stormwater Facilities in the Stormwater Facilities Area, the County intends in the future to accept the duties of operating, maintaining and repairing the Stormwater Facilities on the Stormwater Facilities Area, except for the coir matting within reach RWT080, and, following acceptance by the Metro District, the Metro District shall be responsible for maintenance of the wetlands, grasses, vegetation and reinforcing fabrics (consisting of coir matting within reach RWT080) within the Stormwater Facilities Area; and

L. 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 the Stormwater Facilities Area, as well as to recover its costs incurred in connection therewith, in the event the Developer or Metro District fails to meet their obligations to do the same; and

M. WHEREAS, the County conditions approval of this Subdivision on the Developer’s promise to so construct the Stormwater Facilities, and further conditions approval on the Metro District’s promise to clean, maintain and repair wetlands, grasses, vegetation and reinforcing fabrics (consisting of coir matting within reach RWT080) in the Stormwater Facilities Area following acceptance by the Metro District, and on the Developer’s and/or Metro District’s promises to reimburse the County in the event the burden falls upon the County to construct the Stormwater Facilities or to clean, maintain and/or repair wetlands, grasses, vegetation and reinforcing fabrics (consisting of coir matting within reach RWT080) in the Stormwater Facilities Area serving this Subdivision; and

N. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer’s grant herein of a perpetual drainage and access easement over the Stormwater Facilities Area as depicted in Exhibit B and legally described in Exhibit C to the County and the Metro District for the purpose of allowing the County access to construct, inspect, upgrade, clean, maintain, repair the Stormwater Facilities and, following acceptance by the Metro District, allowing the Metro District to access and inspect the Stormwater Facilities Area and, when so necessary, to clean, maintain and/or repair the wetlands, grasses, vegetation and reinforcing fabrics (consisting of coir matting within reach RWT080) in the Stormwater Facilities Area; and

O. WHEREAS, it is the Parties’ wish to memorialize their mutual understanding regarding ongoing maintenance of the Stormwater Facilities and Stormwater Facilities Area; and

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



## Agreement

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

1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.
2. Covenants Running with the Land: Developer 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, their respective successors and assigns.
3. Construction: Developer shall construct the following Stormwater Facilities on the Stormwater Facilities Area: concrete check structures within the Falcon Drainage Basin west tributary reach RWT094 north of S. Arroya Lane crossing, concrete check structures within reaches RWT092 and RWT054, and coir matting within reach RWT080. 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 County. 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 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 approved plat of the Subdivision is recorded in the records of the El Paso County Clerk and Recorder.

In the event construction of the Stormwater Facilities is not substantially completed within the one (1) year period, or if the Subdivision is in violation of its Erosion and Stormwater Quality Control Permit ("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.

4. Maintenance: Subject to Paragraph 15 below, the Developer and Metro District shall not allow any trees or shrubs that will impair the structural integrity of or the flow through the Stormwater Facilities to be planted or grow within or adjacent to the Stormwater Facilities.

Subject to Paragraph 15 below, the Developer and Metro District also agree, for themselves and their successors and assigns, that they will maintain and properly manage the wetlands, grasses, vegetation, and reinforcing fabrics (consisting of coir matting within reach RWT080) in the Stormwater Facilities Area in compliance with the "Routine Maintenance Activities" specified in Exhibit D and other requirements or conditions of approval. Upon the conveyance of the Stormwater Facilities to the County, and following acceptance by the Metro District, the Metro District agrees that its obligations with respect

to the wetlands, grasses, vegetation, and reinforcing fabrics (consisting of coir matting within reach RWT080) shall continue, but the easements (and corresponding rights) granted to the Metro District herein with respect to the “Routine Maintenance Activities” specified in Exhibit C shall be subordinate to the rights of the County as provided herein. If the County maintains or repairs any wetlands or non-structural vegetated areas in the course of properly maintaining the structural Stormwater Facilities or to protect the structural facilities from erosion or other hazards, the provisions described in Section 6 of this Agreement shall apply. The County, at its sole cost and expense, shall restore the surface, to the extent reasonably practicable, the Stormwater Facilities Area and repair all damage to wetlands, grasses, vegetation, and reinforcing fabrics (consisting of coir matting within reach RWT080) in the Stormwater Facilities Area that are disturbed, disrupted or damaged by the County or its employees or third parties authorized by County in performing its duties or undertaking any activities pursuant to this Agreement.

5. Creation of Easement: Developer hereby grants the County and the Metro District a non-exclusive perpetual drainage easement and access easement, together with all rights as are incidental to the full use and enjoyment of the easement rights, upon, over, above, through and across the Stormwater Facilities Area described in Exhibit C (“Easement”). The purpose of the Easement is to allow the County to access, inspect, clean, repair, replace, remove, enlarge, use, operate and maintain the Stormwater Facilities and the District to access, inspect, clean, maintain and manage the wetlands, grasses, vegetation and reinforcing fabrics (consisting of coir matting within reach RWT080) in the Stormwater Facilities Area; however, the creation of the Easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the Stormwater Facilities or any appurtenant improvements until the time of County acceptance of the Stormwater Facilities and the Metro District likewise does not have the obligation to inspect, clean, repair, maintain and manage the wetlands, grasses, vegetation, and reinforcing fabrics (consisting of coir matting within reach RWT080) of the Stormwater Facilities Area until the time of Metro District acceptance thereof.

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 and/or otherwise kept in good repair by the Developer, or the wetlands, grasses, vegetation and reinforcing fabrics (consisting of coir matting within reach RWT080) have not been properly maintained by the Metro District following acceptance by the Metro District, the County shall give reasonable notice of such to the Developer and/or the Metro District, and their respective 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 Stormwater Facilities Area described in Exhibit C 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 so inspect, clean, repair or maintain the Stormwater Facilities prior to its acceptance of the Stormwater Facilities.

7. Reimbursement of County’s Costs / Covenant Running With the Land: Subject to Paragraph 15 below, the Developer and the Metro District, subject to Metro District budgeting and annual appropriations, agree and covenant, for themselves and their respective successors and assigns, that they will reimburse the County for their respective share of the County’s actual costs and expenses incurred in the process of the County’s performance of the Developer and the Metro District’s respective obligations under this Agreement pursuant to the provisions of this Agreement.

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

8. Contingencies of Land Use/Land Disturbance Approval: Developer’s and the Metro District’s execution of this Agreement is a condition of subdivision, land use, or land disturbance approval. The County’s rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled. Additional conditions of this Agreement include:

a. Notation that a drainage and access easement has been conveyed pursuant to this Agreement on the final plat of the subdivision, from Developer to the Metro District and the County.

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: To the extent authorized by law, Developer and the Metro District agree, for themselves, 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 performance of their respective obligations under this Agreement. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County and 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. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.

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

13. Solid Waste or Hazardous Materials: Should any refuse from the Stormwater Facilities Area 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.

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

15. Limitation on Developer’s and Metro District’s Obligation and Liability: The obligation and liability of the Developer hereunder shall only continue until such time as all of the following occur: (i) the Final Plat as described in Paragraph E of the Recitals set forth above is recorded; (ii) the Developer completes the construction of the Stormwater Facilities; (iii) the Stormwater Facilities except for the coir matting within reach RWT080 are conveyed to and accepted for maintenance and operation responsibilities by the County; and (iv) the wetlands, grasses, vegetation, and reinforcing fabrics (consisting of coir matting within reach RWT080) are conveyed to and accepted for maintenance by the Metro District. By execution of this agreement, the Metro District agrees to accept all responsibilities and to perform all duties assigned to it under this Agreement, upon completion of items (i), (ii), (iii) and (iv) herein.

16. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the County or its Board, the Metro District or its Board of Directors, or their respective officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

17. Annual Appropriations. The Metro District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever.

18. Contract Modification. The Agreement may not be amended, altered or otherwise changed except by a written agreement signed by the Parties.

19. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 4<sup>th</sup> day of February, 2025, by:

PT Eagleview LLC

By: [Signature]

Andrew J. Biggs, Manager

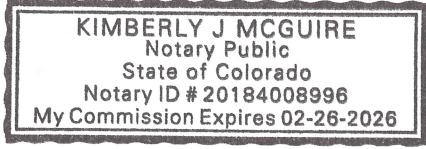
State of Colorado  
County of El Paso

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2025, by Andrew J. Biggs, Manager, of PT Eagleview LLC.

Witness my hand and official seal.

My commission expires: 02-26-2026

[Signature]  
Notary Public



Executed this 4<sup>th</sup> day of February, 2025, by:  
EAGLEVIEW METROPOLITAN DISTRICT

By: [Signature]  
Andrew J. Biggs, President

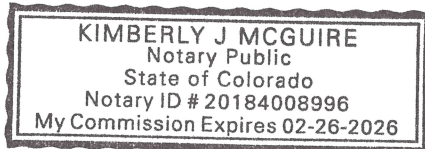
Attest:  
By: [Signature]  
Joseph W. DesJardin, Secretary

State of Colorado  
County of El Paso

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February,  
2025, by Andrew J. Biggs, President, of EAGLEVIEW METROPOLITAN DISTRICT.

Witness my hand and official seal.  
My commission expires: 02-26-2026

[Signature]  
Notary Public





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

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:

*Lori L. Seago*

\_\_\_\_\_  
Assistant County Attorney

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

Exhibit A

**LEGAL DESCRIPTION OF PROPERTY:**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

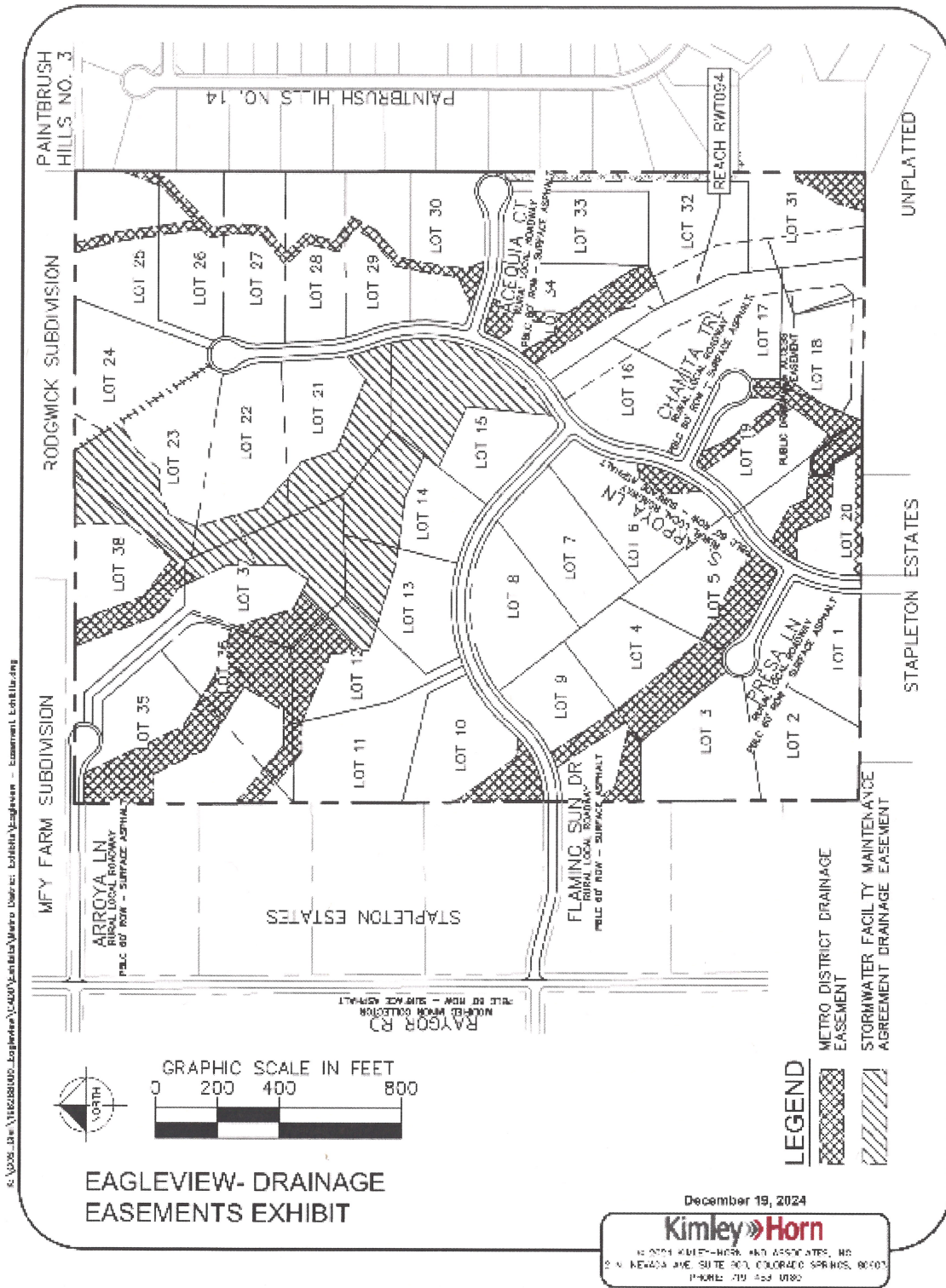
BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 26, AS ACCEPTED AND USED IN THE PLATS OF MFY FARM SUBDIVISION AND PAINT BRUSH HILLS FILING NO. 3, RECORDED IN PLAT BOOK T-3 AT PAGE 93 AND IN PLAT BOOK U-3 AT PAGE 79, RESPECTIVELY, OF THE RECORDS OF SAID EL PASO COUNTY; THENCE S00°02'11"E, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 26, A DISTANCE OF 2587.22 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 26; THENCE N89°28'49"W, A DISTANCE OF 978.75 FEET TO THE NORTHEAST CORNER OF LOT 30 OF STAPLETON ESTATES FILING NO. 1, AS RECORDED IN PLAT BOOK R-3 AT PAGE 76 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE N89°31'16"W, ALONG THE BOUNDARY LINE OF SAID STAPLETON ESTATES FILING NO. 1, A DISTANCE OF 1063.31 FEET TO THE NORTHWEST CORNER OF LOT 8 OF SAID

STAPLETON ESTATES FILING NO. 1; THENCE N00°26'14"W ALONG THE EAST LINE OF SAID STAPLETON ESTATES FILING NO. 1, A DISTANCE OF 2561.60 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26; THENCE N89°46'46"E, ALONG SAID NORTH LINE AND ALONG THE SOUTHERLY BOUNDARY LINE OF SAID MFY FARM SUBDIVISION, A DISTANCE OF 2059.89 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 121.20 ACRES OF LAND, MORE OR LESS.

PREPARED BY:  
KEVIN F. LLOYD, COLORADO P.L.S. NO. 26965  
FOR AND ON BEHALF OF RAMPART SURVEYS, INC.  
P.O. BOX 5101  
WOODLAND PARK, COLORADO 80866  
719-687-0920

EXHIBIT B



## EXHIBIT C

### Public Drainage Easement:

A portion of the Northwest Quarter of Section 26, Township 12 South Range 65 West of the 6<sup>th</sup> P.M., lying in El Paso County, Colorado, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 26, as monumented by a 3/4" rebar and 2-1/2" aluminum cap stamped "T12S R65W 1/4 S 23 S 26 PLS 4842;

WHENCE the Center Quarter Corner of said Section 26, as monumented by a 2" aluminum cap stamped "T12S R65W C1/4 S26 2008 PLS 25968", bears S00°02'11"E a distance of 2587.22 feet (Basis of Bearing assumed);

THENCE S33°52'29"W a distance of 1070.25 feet to THE POINT OF BEGINNING;

THENCE along the arc of a curve to the left, having a radius of 530.00 feet, a central angle of 9°55'34", a chord bearing of S16°13'01"E a distance of 91.70 feet, and an arc length of 91.82 feet;

THENCE along a reverse curve to the right, having a radius of 470.00 feet, a central angle of 79°58'56", a chord bearing of S18°48'40"W a distance of 604.11 feet, and an arc distance of 656.10 feet;

THENCE along a reverse curve to the left, having a radius of 363.00 feet, a central angle of 4°08'25", a chord bearing of S56°43'55"W a distance of 26.23 feet, and an arc distance of 26.23 feet;

THENCE N05°49'54"E, non-tangent with the previously described curve, a distance of 278.36 feet;

THENCE N64°30'58"W a distance of 216.51 feet;

THENCE N38°08'35"E a distance of 59.88 feet;

THENCE N65°48'03"W a distance of 148.37 feet;

THENCE N82°11'17"W a distance of 217.13 feet;

THENCE N72°47'07"W a distance of 299.45 feet;

THENCE N06°02'11"W a distance of 31.78 feet;

THENCE N44°52'50"E a distance of 269.79 feet;

THENCE S63°54'36"E a distance of 48.38 feet;

THENCE N33°42'26"E a distance of 84.90 feet;

THENCE N00°00'00"E a distance of 192.70 feet;

THENCE N25°35'59"W a distance of 106.07 feet;



THENCE N37°51'08"E a distance of 295.37 feet;

THENCE N01°37'00"E a distance of 168.69 feet to the northerly line of said Northwest Quarter of Section 26;

THENCE S89°46'46"E, coincident with said northerly line, a distance of 252.04 feet;

THENCE S32°23'59"E a distance of 527.78 feet;

THENCE along a reverse curve to the left, having a radius of 50.00 feet, a central angle of 23°04'26", a chord bearing of S57°35'30"W a distance of 20.00 feet, and an arc distance of 20.14 feet;

THENCE N32°23'59"W a distance of 349.77 feet;

THENCE N77°23'59"E a distance of 16.97 feet;

THENCE S57°36'01"W a distance of 90.46 feet;

THENCE S37°42'39"W a distance of 93.61 feet;

THENCE N86°40'52"E a distance of 66.65 feet;

THENCE S67°31'51"E a distance of 87.02 feet;

THENCE S24°28'03"W a distance of 94.58 feet;

THENCE S16°02'01"E a distance of 224.07 feet;

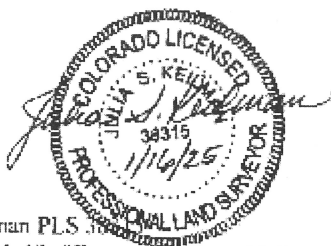
THENCE S49°24'19"E a distance of 197.62 feet;

THENCE S18°13'46"E a distance of 120.78 feet;

THENCE S67°38'19"E a distance of 249.15 feet;

THENCE N49°45'06"E a distance of 98.49 feet to the POINT OF BEGINNING;

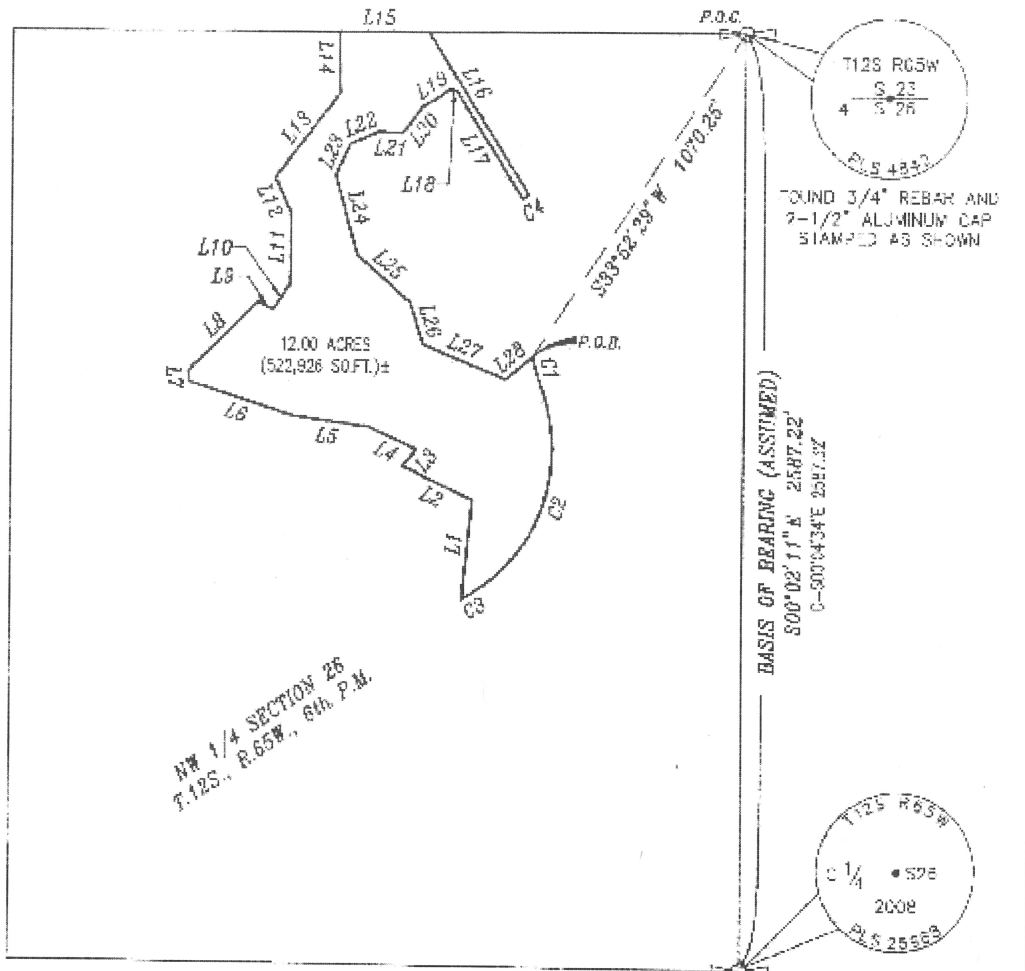
Said tract contains 12.00 acres (522,926 square feet) more or less.



Prepared by:  
Julia S. Keitman P.L.S.  
For and on behalf of Rampart Surveys LLC  
PO Box 5101, Woodland Park, Colorado 80866  
Julia@RampartLS.com

EXHIBIT

PAGE 1 OF 2



NW 1/4 SECTION 25  
 T.12S., R.65W., 6th P.M.

T12S R65W  
 S. 23  
 4 S. 25  
 PLS 4853

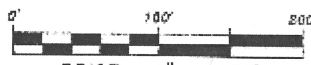
FOUND 3/4" REBAR AND  
 2-1/2" ALUMINUM CAP  
 STAMPED AS SHOWN

BASIS OF BEARING (ASSUMED)  
 S00°02'11" N 2587.22'  
 C-8000434E 2587.37

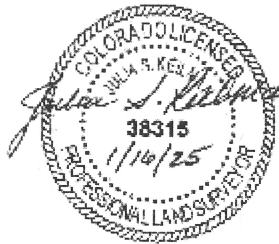
T12S R65W  
 C 1/4 • S25  
 2008  
 PLS 25589

CENTER QUARTER COR.  
 SECTION 25  
 FOUND 2" ALUMINUM CAP  
 STAMPED AS SHOWN

C:\Users\Rampart Surveys\Rampart Surveys DTC\box\DWG\12-1408\dwg\21488 PUBLIC DRAINAGE EASEMENT.dwg



SCALE: 1" = 100'  
 JOB NO.: 21488  
 JANUARY 15, 2025



FOR AND ON BEHALF OF  
 RAMPART SURVEYS, LLC

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED  
 SURVEY AND IS INTENDED TO DEPICT THE ATTACHED  
 PROPERTY DESCRIPTION.

**RAMPART SURVEYS**  
 P.O. Box 5101  
 Woodland Park, CO. 80866  
 (719) 687-0920





EXHIBIT D



Operation Procedures  
for  
Inspection and Maintenance  
of  
Drainage Channel

**Eagleview Subdivision**

**In association with Project SF-22-42**

Owner:  
PT Eagleview, LLC  
1864 Woodmoor Drive, Suite 100  
Monument, Colorado 80132

El Paso County Department of Public Works  
3275 Akers Drive  
Colorado Springs, CO 80922

[dotweb@elpasoco.com](mailto:dotweb@elpasoco.com)  
719-520-6900

## **Introduction**

This plan addresses operation and maintenance for the vegetation within the identified drainage channels located within the Eagleview Subdivision (PCD File No: SF-22-42). The drainage channels are located within the Falcon Drainage Basin-West Tributary, a studied basin by El Paso County, as part of the Falcon Drainage Basin Planning Study (Falcon DBPS).

## **Facilities Description**

The maintenance responsibilities of this operation and maintenance manual (O&M Manual) are for the following reaches, or drainage channels, described in the Falcon DBPS and shown graphically in color on the attached stormwater facility map:

- RWT094 (north of the proposed S. Arroya Lane) -shown in blue
- RWT092 -shown in green
- RWT054 -shown in orange
- RWT080 -shown in red

The design for these identified channels consists of concrete check structures with upstream and downstream riprap protection, coir matting, and natural vegetation. Per the Stormwater Facility Maintenance Agreement and Easement, the Eagleview Metropolitan District will maintain and properly manage the grasses and vegetation within these channels, approximately defined as top of bank to top of bank. Homeowners will be responsible for the maintenance of vegetation beyond the top of the bank.

Per the Stormwater Facility Maintenance Agreement, the County is responsible for maintenance of the concrete check structures, upstream and downstream riprap protection for each check structure and maintenance roads along the channel. Per the Falcon DBPS, the County is also responsible for the maintenance of channel RWT094 south of South Arroya Lane, which is in a public drainage easement. This O&M manual does not cover the operations and maintenance for that portion of channel RWT094.

## **Funding for and Organization of Facility Operation and Maintenance**

Eagleview Metropolitan District ("Metro District") will be responsible for operations and maintenance of the vegetation of the identified drainage channels, approximately defined as top of bank to top of bank, upon final acceptance of the drainage facility through the El Paso County process.

## **Drainage Channel (DC) Description**

The subsections below describe general drainage channel operations and maintenance.

### **DC-1 INSPECTING DRAINAGE CHANNELS**

#### **DC-1.1 Access and Easements**

The attached stormwater facility map containing the location(s) of the access points and maintenance easements of the drainage channels within this development should be utilized by inspection and maintenance personnel.

#### **DC-2.2 Stormwater Management Facilities Locations**

Following is a summary of the channels that are the responsibility of the Metro District. See attached stormwater facility map for location(s).

- RWT094 (north of the proposed S. Arroya Lane) -shown in blue
- RWT092 -shown in green
- RWT054 -shown in orange
- RWT080 -shown in red

### DC-2.2 Drainage Channel Features

It is critical that the drainage channel is properly inspected and maintained to ensure that the overall facility functions as intended.

Below is a table and description of the maintenance inspection items that are the responsibility of the Metro District:

Table DC-1: Typical Inspection & Maintenance Requirements Matrix

Channel Features	Weed Control	Trash & Debris Removal	Erosion
Embankment/ Side Slopes	X	X	X
Channel Bottom	X	X	X

The erosion inspection and maintenance indicated in the table above refers to new erosion, not existing erosion, specifically in areas identified as existing natural features composed of sandy loam/ clay. These natural features are a part of the landscape and are intended to remain without disturbance. These six areas are identified areas on the stormwater facility map (shown in magenta).

#### Miscellaneous

There are a variety of inspection/maintenance responsibilities that are not typical (as detailed above) maintenance of the drainage channel. This category on the inspection form is for maintenance items that are not commonly found in a drainage channel.

- a. *Encroachment in Easement Area* –Property owners may place landscaping, trash, fencing, or other items within the easement area that may affect maintenance or the operation of the facility.
- b. *Public Hazards* – Public hazards include items such as vertical drops of greater than 4-feet, containers of unknown/suspicious substances, exposed metal/jagged concrete on structures. If any hazard is found within the facility area that poses an immediate threat to public safety, contact the Sheriff at 911 immediately!
- c. *Burrowing Animals/Pests* – Prairie dogs and other burrowing rodents may cause damage to the drainage channel features and negatively affect the vegetation within the drainage channel. Consult EPC Environmental Division if this becomes an issue.
- d. *Other* – Any miscellaneous inspection/maintenance items not contained on the form should be entered here.

## DC-2 MAINTAINING DRAINAGE CHANNEL (DC)

### DC-2.1 Maintenance Personnel

Maintenance personnel must be qualified to properly maintain drainage channels. Inadequately trained personnel can cause additional problems resulting in additional maintenance costs.

### DC-2.2 Equipment

It is imperative that the appropriate equipment and tools are taken to the field with the operations crew. The types of equipment/tools will vary depending on the task at hand. Below is a list of tools, equipment, and material(s) that may be necessary to perform maintenance on the drainage channel:



- 1.) Shovels
- 2.) Mowing Equipment
- 2.) Rakes
- 3.) All Surface Vehicle (ASVs)
- 4.) Filter Fabric
- 5.) Erosion Control Blanket(s)
- 6.) Seed Mix (Native)
- 7.) Trash Bags

Some of the items identified above may not be needed for every maintenance operation. However, this equipment should be available to the maintenance operations crews should the need arise.

### DC-2.3 Safety

Natural and manmade vertical drops may be encountered in areas located within and around the facility. Avoid walking on top of the concrete check structures, other structures, or natural features that have a significant vertical drop. If a vertical drop is identified within the drainage channel that is greater than 48" in height, make the appropriate note/comment on the maintenance inspection form.

### DC-2.4 Maintenance Categories and Activities

A typical Maintenance Program will consist of three broad categories of work: routine, minor, and major maintenance activities. Within each category of work, a variety of maintenance activities can be performed on the drainage channel. A maintenance activity can be specific to each feature within the drainage channel, or general to the overall facility. The maintenance activities range in magnitude from routine trash pickup to the reconstruction of embankments. The following three sub-sections (2.5, 2.6, and 2.7) explain each of the categories and briefly describes the typical maintenance activities for a drainage channel, including the objectives and frequency of actions.

### DC-2.5 Routine Maintenance Activities

The majority of this work consists of regularly scheduled mowing/trimming, weed control and trash and debris pickups for stormwater management facilities during the growing season. These activities will normally be performed numerous times during the year. These items can be completed without any prior correspondence with the EPC Stormwater; however, completed inspection and maintenance forms shall be retained for each inspection and maintenance activity.

The Maintenance Activities are summarized below, and further described in the following sub-sections.

**TABLE – DC-2 Summary of Routine Maintenance Activities**

MAINTENANCE ACTIVITY	MINIMUM FREQUENCY	LOOK FOR	MAINTENANCE ACTION
Mowing/Trimming	As needed – based upon scheduled inspections	Grasses longer than 10"-20" starting to lay down	Mow/ Trim to ~10 inches
Trash/Debris Removal	Twice annually	Trash & debris along embankment and channel bottom	Remove and dispose of trash and debris to impedes flow

<b>Weed control</b>	Minimum twice annually	Noxious weeds; Unwanted vegetation	Treat w/ herbicide or hand pull; Consult the local weed specialist
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**DC-2.5.1**

Occasional mowing/trimming may necessary to maintain the functionality of the native grasses. Native vegetation should be mowed/trimmed to a height of ~10 inches tall. Grass clippings should be collected and disposed of properly.

*Frequency* – As needed – based upon scheduled inspections

**DC-2.5.2 Trash/Debris Removal**

Trash and debris must be removed from the embankments of the drainage channel to minimize outlet clogging and to improve aesthetics.

*Frequency* – Routine –Minimum of twice annually.

**DC-2.5.3 Weed Control**

Noxious weeds and other unwanted vegetation must be treated as needed throughout the drainage channel. This activity can be performed through mechanical means or with herbicide. Consultation with the Environmental Division at 719-520-7878 is highly recommended prior to the use of herbicide. All applicable safety and environmental considerations with regards to the application of any pesticides shall be verified. Employees shall be trained in accordance with any local, state, and federal regulations and laws prior to any application of chemicals. It is encouraged to consult a wetlands specialist to identify invasive/exotic species. Should an wetlands specialist suggest a written Quality Assurance/ Quality Control (QA/QC) plan be applicable, this plan must be submitted to the El Paso County Environmental division prior to any chemical applications.

*Frequency* – Routine – As needed based on inspections.

**DC- 2.6 Minor Maintenance Activities**

This work consists of a variety of isolated or small-scale maintenance or operational problems. Most of this work can be completed by a small crew, tools, and small equipment. These items may require prior correspondence with EPC Stormwater and require completed inspection and maintenance forms to be submitted to EPC upon request for each inspection and maintenance activity.

**Table – DC-3 Summary of Minor Maintenance Activities**

<b>MAINTENANCE ACTIVITY</b>	<b>MINIMUM FREQUENCY</b>	<b>LOOK FOR</b>	<b>MAINTENANCE ACTION</b>
Erosion Repair	As needed, based upon inspection	Rills/gullies forming on embankments, excluding identified natural features	Repair eroded areas Revegetate; address source of erosion

**DC-2.6.1 Erosion Repair**

The repair of newly eroded areas along the embankments, at or lower than the check structures, is necessary to ensure the proper function of the drainage channel, minimize



sediment transport, and to reduce potential impacts to other features. The repair of eroded areas may require the use of excavators, earthmoving equipment, riprap, concrete, erosion control blankets, and turf reinforcement mats. Major erosion repair to the drainage channel embankments will require consultation with EPC Stormwater Staff.

*There are six identified natural features described in Section DC-2.2 of this manual and identified on the stormwater facility map (shown in magenta) that are intended to remain without disturbance. The Metro District is responsible for new erosion occurring within the channel (top of bank to top of bank).*

*Frequency – Nonroutine – As necessary based upon inspections.*

**DC-2.7 Major Maintenance Activities**

This work consists of larger maintenance/operational problems and failures within the stormwater management facilities. All of this work requires consultation with EPC Stormwater Staff to ensure the proper maintenance is performed. This work requires that the staff review the original design and construction drawings to assess the situation and assign the necessary maintenance. An ESQCP permit may be required for major maintenance activities. This work may also require more specialized maintenance equipment, design/details, surveying, or assistance through private contractors and consultants.

**Table – DC-4 Summary of Major Maintenance Activities**

MAINTENANCE ACTIVITY	MINIMUM FREQUENCY	LOOK FOR	MAINTENANCE ACTION
Major Erosion Repair	As needed – based upon scheduled inspections	Severe erosion including gullies, excessive soil displacement, areas of settlement, holes, excluding identified natural features	Repair erosion – find cause of problem and address to avoid future erosion
Major Sediment Removal	As needed – based upon scheduled inspections	Severe and large amounts of sediment deposits, altering the flow and function of the channel	Remove and dispose sediment

**DC-3.7.1 Major Erosion Repair**

Major erosion repair consists of filling and revegetating areas of severe erosion. These events are not anticipated and would be considered rare. Determining the cause of the erosion as well as correcting the condition that caused the erosion should also be part of the erosion repair.

**DC-3.7.2 Major Sediment Removal**

Major erosion repair consists of removing and disposing of large sediment deposits. These events are not anticipated and would be considered rare. Determining the cause of the depositing sediment as well as correcting the condition should also be evaluated.

*Frequency – Nonroutine – Repair as needed based upon inspections.*

#### **DC- 2.8 Inspection Procedures**

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

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

The attached forms include typical information necessary to conduct an inspection. Similar types of forms and evaluations may be used, including electronic records. The entity responsible for the channel maintenance is required to submit the periodic inspection reports upon request by County Staff.

Illicit discharges such as dumping of home goods or garbage, appliances, yard waste, 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 waster disposal by posting "No Dumping" signs, neighborhood notices, and/or social media with contact information to report violations, as seen applicable by the responsible entity.

**Inspection and Maintenance Forms**

### DRAINAGE CHANNEL INSPECTION FORM

Date: \_\_\_\_\_

Subdivision/Business Name: \_\_\_\_\_ Inspector: \_\_\_\_\_

Subdivision/Business Address: \_\_\_\_\_

Weather: \_\_\_\_\_

Date of Last Rainfall: \_\_\_\_\_ Amount: \_\_\_\_\_ Inches

Location within Channel: \_\_\_\_\_

Reason for Inspection:    Routine                      Complaint                      After Significant Rainfall Event  
(Circle One)

**INSPECTION SCORING** - For each facility inspection item, insert one of the following scores:  
0 = No deficiencies identified      2 = Routine maintenance required  
1 = Monitor (potential for future problem)      3 = Immediate repair necessary  
N/A = Not applicable

**1.) Embankments**

- \_\_\_ Weed Control
- \_\_\_ Trash/Debris Removal
- \_\_\_ Erosion Present (beyond natural state) describe below

**2.) Channel Bottom**

- \_\_\_ Weed Control
- \_\_\_ Trash/Debris Removal
- \_\_\_ Erosion Present (beyond natural state) describe below

Inspection Summary / Additional Comments: \_\_\_\_\_

**OVERALL FACILITY RATING (Circle One)**

0 = No Deficiencies Identified    2 = Routine Maintenance Required  
1 = Monitor (potential for future problem exists)    3 = Immediate Repair Necessary

**DRAINAGE CHANNEL  
MAINTENANCE FORM**

Subdivision/Business Name: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Subdivision/Business Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

**Maintenance Category:**                      Routine                      Minor                      Rehabilitation  
(Circle All That Apply)

**MAINTENANCE ACTIVITIES PERFORMED**

**ROUTINE WORK**

- TRASH/DEBRIS REMOVAL
- WEED CONTROL (HERBICIDE APPLICATION)

**MINOR MAINTENANCE**

- EROSION REPAIR\*
- EMBANKMENT
- CHANNEL BOTTOM

**MAJOR MAINTENANCE**

- EROSION REPAIR
- EMBANKMENT
- CHANNEL BOTTOM

OTHER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED TOTAL MANHOURS: \_\_\_\_\_

COSTS INCURRED (include description of costs):

EQUIPMENT/MATERIAL USED (include hours of equipment usage and quantity of material used):

COMMENTS/ADDITIONAL INFO:

**Stormwater Facility Map**



