

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

This PRIVATE DETENTION BASIN / STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (Board or County) and NORTHBAY TOWNHOMES LLC (Developer) and NORTH BAY AT LAKE WOODMOOR HOMEOWNERS ASSOCIATION (Homeowners Association or Association), a Colorado nonprofit corporation. The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

- A. 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
- B. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as NORTH BAY AT LAKE WOODMOOR; and
- C. WHEREAS, the development of this Property will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Property, and, therefore, it is in the best interest of public health, safety and welfare for the County to condition approval of this subdivision on Developer’s promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices (“BMPs”) for the subdivision; and
- D. WHEREAS, Chapter 8, Section 8.4.5 of the El Paso County Land Development Code, as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised Statutes (C.R.S.), requires the County to condition approval of all subdivisions on a developer’s promise to so construct adequate drainage, water runoff control facilities, and BMPs in subdivisions; and
- E. WHEREAS, the Drainage Criteria Manual, Volume 2, as amended by Appendix I of the El Paso County Engineering Criteria Manual (ECM), as each may be periodically amended, promulgated pursuant to the County’s Colorado Discharge Permit System General Permit (MS4 Permit) as required by Phase II of the National Pollutant Discharge Elimination System (NPDES), which MS4 Permit requires that the County take measures to protect the quality of stormwater from sediment and other contaminants, requires subdividers, developers, landowners, and owners of facilities located in the County’s rights-of-way or easements to provide adequate permanent stormwater quality BMPs with new development or significant redevelopment; and
- F. WHEREAS, Section 2.9 of the El Paso County Drainage Criteria Manual provides for a developer’s promise to maintain a subdivision’s drainage facilities in the event the County does not assume such responsibility; and
- G. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions,

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

H. WHEREAS, Developer desires to construct for the subdivision three (3) detention basin/stormwater quality BMP(s) (“detention basin/BMP(s)”) as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County’s MS4 Permit, and to provide for operating, cleaning, maintaining and repairing such detention basin/BMP(s); and

I. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that will be platted as Tracts B, D and E, as indicated on the final plat of the subdivision, and as set forth on Exhibit B attached hereto; and

J. WHEREAS, Developer shall be charged with the duty of constructing the detention basin/BMP(s) and the Association shall be charged in the Subdivision’s Covenants with the duties of operating, maintaining and repairing all common areas and common structures within the Subdivision, including the detention basin/BMP(s) on the Property described in Exhibit B; and

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

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

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

N. WHEREAS, the County could condition subdivision 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 Association’s promises contained herein; and

O. 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 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); and

P. WHEREAS, given that the Association could potentially avoid liability hereunder by dissolving and reforming as a different entity, and given the difficulties inherent in collecting an unsecured promise, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer's creation, by and through this Agreement, of a covenant running with the land upon each and every lot in the Subdivision.

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 and Pro Rata Liability upon Individual Lot Owners: Developer and the Association 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, including individual lot owners within the Subdivision.

However, any liability imposed under this Agreement against an individual lot owner shall not be joint and several with the Developer and the Association, but shall be pro rated on a per-lot basis as determined by the following formula and illustration: each individual lot owner(s) shall be liable for no more than the total monetary amount of liability multiplied by a fraction in which the numerator is the number of lots in the Subdivision owned by a particular lot owner, and the denominator is the total number of lots in the Subdivision. As to any lot(s) owned by more than one person or entity, the liability among co-owners shall be joint and several for the pro rata obligation of that lot. The application of this Paragraph is best illustrated by the following example. Assume the following parameters: total liability is \$10,000; total number of lots in the Subdivision is 100; Lot 1 is owned by persons A and B; person B also owns Lot 2. Liability is as follows: the Developer, \$10,000; the Association, \$10,000; Lot 1 is \$100.00, joint and several as to A and B, Lot 2 is \$100.00 owed solely by B. Thus person A's total liability is \$100.00 and person B's is \$200.00. Applying the principle that the County cannot collect more than it is owed, and assuming that the County cannot collect anything from the Developer and the Association, if the County collected the whole \$200.00 from B, then it could not collect the \$100.00 from A. Likewise, if the County collected the \$100.00 from A, then it could only collect \$100.00 from B.

3. Construction: Developer shall construct on that portion of the Property described in Exhibit B attached hereto and incorporated herein by this reference, three (3) detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the DSD. Developer shall complete construction of the detention basin/BMP(s) in substantial compliance with the County-approved plans and specifications for the detention basin/BMP(s). Failure to meet these requirements shall be a material breach of this Agreement, and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin/BMP(s) shall be substantially completed within one (1) year (defined as 365 days), which one year

period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder. Rough grading of the detention basin/BMP(s) must be completed and inspected by the El Paso County Planning and Community Development prior to commencing road construction.

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project, and shall have the right to seek reimbursement from the Developer and the Association and their respective successors and assigns, including individual lot owners in the Subdivision, 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. The scope of liability therefor of the Developer, the Association, and the individual lot owners shall be as set forth in Paragraph Two (2) above.

4. Maintenance: The Developer and the Association agree for themselves, their respective successors and assigns, including individual lot owners within the Subdivision, that they will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), 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) shall be planted or allowed to grow on the detention basin/BMP(s).

5. Creation of Easement: Developer and the Association hereby grant the County 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 to access, inspect, clean, repair and maintain the detention basin/BMP(s); however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

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

7. Reimbursement of County's Costs / Covenant Running With the Land: The Developer and the Association agree and covenant, for themselves, their respective successors and assigns, including individual lot owners within the Subdivision, 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) pursuant to the provisions of this Agreement; however, the obligation and liability of the Developer hereunder shall only continue until such time as the Developer

transfers the entire management and operation of the Association to the individual lot owners within the Subdivision. Notwithstanding the previous sentence, the Association and the individual lot owners within the Subdivision shall always remain obligated and liable hereunder, and as per the provisions of Paragraph Two (2) above.

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. The scope of liability therefor of the Developer, the Association, and the individual lot owners shall be as set forth in Paragraph Two (2) above.

8. Contingencies of Subdivision Approval: Developer’s and the Association’s execution of this Agreement is a condition of subdivision approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. The County’s receipt of a copy of the Articles of Incorporation for the Association, as filed with the Colorado Secretary of State; receipt of the Certificate of Incorporation or other comparable proof for the same from the Colorado Secretary of State; a copy of the Bylaws of the Association; a copy of the organizational minutes or other appropriate document of the Association, properly executed and attested, establishing that the Association has adopted this Agreement as an obligation of the Association; and
- b. A copy of the Covenants of the Subdivision establishing that the Association is obligated to inspect, clean, maintain, and repair the detention basin/BMP(s); that the Association has adopted this Agreement as an obligation of the Association; and that a funding mechanism is in place whereby individual lot owners within the Subdivision pay a regular fee to the Association for, among other matters, the inspection, cleaning, maintenance, and repair of the detention basin/BMP(s); and
- c. A copy of the Covenants of the Subdivision establishing that this Agreement is incorporated into the Covenants, and that such Agreement touches and concerns each and every lot within the Subdivision.

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. Distribution to Lot Purchasers: Upon the initial sale of any lot within the Subdivision, prior to closing on such sale, the Developer shall give a copy of this Agreement to the potential Buyer.

10. Agreement Monitored by El Paso County Planning and Community Development and/or El Paso County Department of Public Works: Any and all actions and decisions to be made hereunder

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

11. Indemnification and Hold Harmless: To the extent authorized by law, Developer and the Association agree, for themselves, their respective successors and assigns, including the individual lot owners in the Subdivision, 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), 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. However, the obligation and liability of the Developer hereunder shall only continue until such time as the Developer transfers the entire management and operation of the Association to the individual lot owners within the Subdivision.

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, the Association, or their respective successors and assigns, including any individual lot owners in the Subdivision, 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) 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 Association 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 Association, 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.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 12TH day of February, 2019, by:

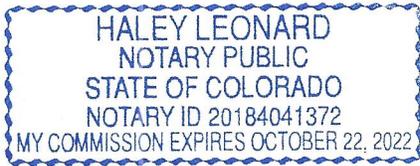
NORTHBAY TOWNHOMES LLC

By: *John W. Bissett*
John W. Bissett, Manager

The foregoing instrument was acknowledged before me this 12th day of February, 2019, by John W. Bissett, Manager, NORTHBAY TOWNHOMES LLC, Colorado limited liability company

Witness my hand and official seal.

My commission expires: October 22, 2022



Haley Leonard
Notary Public

Executed this 12TH day of February, 2019, by:

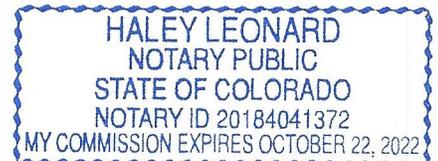
NORTH BAY AT LAKE WOODMOOR HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation.

By: *John W. Bissett*
John W. Bissett, President

The foregoing instrument was acknowledged before me this 12th day of February, 2019, by John W. Bissett, President, NORTH BAY AT LAKE WOODMOOR HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: October 22, 2022



Haley Leonard
Notary Public

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

**BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO**

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

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

**Operations and Maintenance Manual
For
Sand Filter Basins and Stormceptor
North Bay at Lake Woodmoor
El Paso County, Colorado**

Prepared for:
Lake Woodmoor Holdings, LLC
1755 Telstar Drive, Suite 211
Colorado Springs, Colorado 80920

Prepared by:



1604 South 21st Street
Colorado Springs, Colorado 80904
(719) 630-7342

Kiowa Project No. 15073

February 12, 2019

Sand Filter Basin

Maintenance Recommendations

Sand Filters (SF) are a filtering or infiltrating Best Management Practice (BMP) that consists of a surcharge zone underlain by a sand bed with an underdrain system. During a storm, accumulated runoff collects in the surcharge zone and gradually infiltrates into the underlying sand bed, filling the void spaces of the sand. The underdrain gradually dewateres the sand bed (designed to have a 12-hour drain time) and discharges the runoff to a nearby channel, swale or storm drain.

Sand Filters have relatively low routine maintenance requirements. Maintenance frequency depends on pollutant loads in runoff, the amount of construction activity within the tributary watershed, the erosion control measures implemented, the size of the watershed and the design of the facility. The basic elements of the maintenance requirements are presented in Table SF-1.

Table SF-1
Sand Filter Basin Maintenance Considerations

Required Action	Maintenance Objective	Frequency of Action
Inspection	Inspect basin to ensure it continues to function as intended. Determine if the sand filter is providing acceptable infiltration. Examine the outlet for clogging, the embankment and spillway integrity, and damage to any structural element. Check for erosion and repair as necessary.	Routine - Once or twice annually following precipitation events.
Debris and Litter Removal	Remove debris and litter from the detention area to minimize clogging of the media and to improve aesthetics. Remove debris and litter from the outlet structure.	Routine - Including just before annual storm seasons (April and May) and following significant rainfall events.
Filter Surface Maintenance	Scarify the top 2 inches of sand on the surface of the filter. After this has been done two or three times, replenish the top few inches of the filter with clean coarse sand (AASHTO C-33 or CDOT Class C filter material) to the original design elevation. Maintain a minimum sand depth of 12 inches. Eventually the entire sand layer and underdrain system may require replacement.	Nonroutine - This may be required once every two to five years depending on observed drain times.
Erosion and Structural Repairs	Repair basin inlets, outlets and all other structural components required for the BMP to operate as intended. Repair and revegetate any eroded side slopes as needed following inspection.	Nonroutine - Periodic and repair as necessary based on inspection.
Mowing	Occasional mowing of side slopes to limit unwanted vegetation. Maintain irrigated turf grass at 2 to 4 inches tall and nonirrigated native turf grasses at 4 to 6 inches tall.	Routine - Depending on aesthetic requirements.

Stormceptor STC

Maintenance Recommendations

The Stormceptor STC (Standard Treatment Cell) was developed to address the growing need to remove and isolate pollution from the storm drain system before it enters the environment. The Stormceptor STC targets hydrocarbons and total suspended solids (TSS) in stormwater runoff. It improves water quality by removing contaminants through the gravitational settling of fine sediments and floatation of hydrocarbons while preventing the re-suspension or scour of previously captured pollutants. The Stormceptor System has been designed to focus on the environmental objective of providing long-term pollution control. The design allows for continuous positive treatment of runoff during all rainfall events, while ensuring that all captured pollutants are retained within the system, even during intense storm events.

Health and Safety

It is recommended that confined space entry protocols be followed if entry to the unit is required. In addition, the fiberglass insert has the following health and safety features:

- Designed to withstand the weight of personnel
- A safety grate is located over the 24-inch riser pipe opening
- Ladder rungs can be provided for entry into the unit, if required

Maintenance Procedures

Maintenance of the Stormceptor system is performed using vacuum trucks. No entry into the unit is required for maintenance (in most cases). The need for maintenance can be determined easily by inspecting the unit from the surface. The depth of oil in the unit can be determined by inserting a dipstick in the oil inspection/cleanout port. Similarly, the depth of sediment can be measured from the surface without entry into the Stormceptor via a dipstick tube equipped with a ball valve. This tube would be inserted through the riser pipe. Maintenance should be performed once the sediment depth exceeds 8-inches for the Model STC 450i.

Although annual servicing is recommended, the frequency of maintenance may need to be increased or reduced based on local conditions. For example, if the unit is filling up with sediment more quickly than projected, maintenance may be required semi-annually. Once the site has stabilized, maintenance may only be required every two or three years.

Oil is removed through the oil inspection/cleanout port and sediment is removed through the riser pipe. Alternatively, oil could be removed from the 24-inch opening if water is removed from the lower chamber to lower the oil level below the drop pipes.

The following procedures should be taken when cleaning out the Stormceptor:

1. Check for oil through the oil cleanout port.
2. Remove any oil separately using a small portable pump.
3. Decant the water from the unit into a separate containment tank.
4. Remove the sludge from the bottom of the unit using the vacuum truck.
5. Re-fill the Stormceptor with water where required by the local jurisdiction.

The Stormceptor is often installed in areas where the potential for spills is great. The Stormceptor System should be cleaned immediately after a spill occurs by a licensed liquid waste hauler.

Requirements for the disposal of material from the Stormceptor System are similar to that of any other stormwater Best Management Practice (BMP) where permitted. Removed sediment should be taken to a sanitary landfill site. Petroleum waste products collected in the Stormceptor (free oil/chemical/fuel spills) should be removed by a licensed waste management company.

With a steady influx of water with high concentrations of oil, a sheen may be noticeable at the Stormceptor outlet. This may occur because a rainbow or sheen can be seen at very small oil concentrations (<10 mg/L). The Stormceptor will remove over 98% of all free oil spills from storm sewer systems for dry weather or frequently occurring runoff events. The appearance of a sheen at the outlet with high influent oil concentrations does not mean the unit is not working to this level of removal. In addition, if the influent oil is emulsified the Stormceptor will not be able to remove it. The Stormceptor is designed for free oil removal and not emulsified conditions.



20 Boulder Crescent, STE 110
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

**EXHIBIT A
NORTHBAY AT LAKE WOODMOOR
TRACTS B, D, AND E
LEGAL DESCRIPTION**

ALL BEARINGS USED HEREIN ARE BASED UPON AN ASSUMED BEARING OF S04°31'13"E, A DISTANCE OF 805.55 FEET (805.58 FEET DEED) BETWEEN THE NORTHEASTERLY CORNER OF PARCEL E, AS DESCRIBED IN THE SPECIAL WARRANTY DEED, AS RECORDED UNDER RECEPTION NO. 213017868 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AS MONUMENTED BY A REBAR AND YELLOW CAP STAMPED "PLS 2682" AND THE SOUTHEASTERLY CORNER OF SAID PARCEL E, AS MONUMENTED BY A #4 REBAR

TRACT B:

A PARCEL OF LAND IN THE SOUTH HALF OF SECTION 11, T11S, R67W, OF THE SIXTH P.M., EL PASO COUNTY, COLORADO. SAID PARCEL BEING A PORTION OF "THE COVE AT WOODMOOR CONDOMINIUMS" AS RECORDED IN CONDOMINIUM BOOK 1 AT PAGE 79 IN THE EL PASO COUNTY RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF "LAKE WOODMOOR" AS RECORDED NOVEMBER 22, 1968 IN PLAT BOOK K2 AT PAGE 83;
THENCE SOUTHWESTERLY 205.79 FEET ALONG THE ARC OF A CURVE TO THE LEFT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DEER CREEK ROAD, SAID CURVE HAVING A RADIUS OF 508.69 FEET, A CENTRAL ANGLE OF 23°10'44", THE CHORD OF WHICH BEARS S31°41'23"W A DISTANCE OF 26.67 FEET TO THE POINT OF BEGINNING;
THENCE 26.67 FEET ON THE ARC OF A CURVE TO THE RIGHT ON SAID SOUTHERLY LINE, SAID CURVE HAVING A RADIUS OF 508.69 FEET, A CENTRAL ANGLE OF 3°00'14", THE CHORD OF WHICH BEARS N48°13'22"E, 26.67 FEET;
THENCE S41°57'04"E A DISTANCE OF 82.00 FEET TO A POINT OF CURVE;
THENCE 85.87 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 113.33 FEET, A CENTRAL ANGLE OF 43°24'40", THE CHORD OF WHICH BEARS S20°14'44"E, 83.83 FEET TO A POINT OF REVERSE CURVE;
THENCE 65.98 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 121.67 FEET, A CENTRAL ANGLE OF 31°04'21", THE CHORD OF WHICH BEARS S14°04'34"E, 65.18 FEET TO A POINT OF REVERSE CURVE;
THENCE 70.96 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 213.33 FEET, A CENTRAL ANGLE OF 19°03'33", THE CHORD OF WHICH BEARS S20°04'59"E, 70.64 FEET TO A POINT OF TANGENT;
THENCE S10°33'12"E A DISTANCE OF 87.37 FEET TO A POINT OF CURVE;
THENCE 23.90 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 186.67 FEET, A CENTRAL ANGLE OF 07°20'13", THE CHORD OF WHICH BEARS S14°13'19"E, 23.89 FEET TO A POINT OF REVERSE CURVE;
THENCE 65.05 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 213.33 FEET, A CENTRAL ANGLE OF 17°28'17", THE CHORD OF WHICH BEARS S09°09'17"E, 64.80 FEET TO A POINT OF TANGENT;
THENCE S00°25'08"E A DISTANCE OF 113.34 FEET;
THENCE S89°34'52"W A DISTANCE OF 26.67 FEET;
THENCE N00°25'08"W A DISTANCE OF 37.98 FEET TO A POINT OF CURVE;
THENCE 22.52 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 86°01'02", THE CHORD OF WHICH BEARS N43°25'39"W, 20.46 FEET TO A POINT OF REVERSE CURVE;

THENCE 27.67 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 113.33 FEET, A CENTRAL ANGLE OF 13°59'16", THE CHORD OF WHICH BEARS N79°26'32"W, 27.60 FEET TO A POINT OF TANGENT; THENCE N72°26'54"W A DISTANCE OF 127.35 FEET; THENCE N17°33'06"E A DISTANCE OF 26.67 FEET; THENCE S72°26'54"E A DISTANCE OF 127.35 FEET TO A POINT OF CURVE; THENCE 16.38 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 86.67 FEET, A CENTRAL ANGLE OF 10°49'32", THE CHORD OF WHICH BEARS S77°51'40"E, 16.35 FEET TO A POINT OF COMPOUND CURVE; THENCE 25.43 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 97°08'42", THE CHORD OF WHICH BEARS N48°09'13"E, 22.49 FEET TO A POINT OF TANGENT; THENCE N00°25'08"W A DISTANCE OF 18.45 FEET TO A POINT OF CURVE; THENCE 56.92 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 186.67 FEET, A CENTRAL ANGLE OF 17°28'17", THE CHORD OF WHICH BEARS N09°09'17"W, 56.70 FEET TO A POINT OF REVERSE CURVE; THENCE 27.32 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 213.33 FEET, A CENTRAL ANGLE OF 7°20'13", THE CHORD OF WHICH BEARS N14°13'19"W, 27.30 FEET TO A POINT OF TANGENT; THENCE N10°33'12"W A DISTANCE OF 87.37 FEET TO A POINT OF CURVE; THENCE 62.09 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 186.67 FEET, A CENTRAL ANGLE OF 19°03'33", THE CHORD OF WHICH BEARS N20°04'59"W, 61.81 FEET TO A POINT OF REVERSE CURVE; THENCE 80.44 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 148.33 FEET, A CENTRAL ANGLE OF 31°04'21", THE CHORD OF WHICH BEARS N14°04'34"W, 79.46 FEET TO A POINT OF REVERSE CURVE; THENCE 65.66 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 86.67 FEET, A CENTRAL ANGLE OF 43°24'40", THE CHORD OF WHICH BEARS N20°14'44"W, 64.11 FEET TO A POINT OF TANGENT; THENCE N41°57'04"W A DISTANCE OF 82.08 FEET TO A POINT ON THE AFORESAID SOUTHERLY LINE OF DEER CREEK ROAD AND THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 20,094 S.F. (0.461 ACRES MORE OR LESS).

TRACT D:

A PARCEL OF LAND IN THE SOUTH HALF OF SECTION 11, T11S, R67W, OF THE SIXTH P.M., EL PASO COUNTY, COLORADO. SAID PARCEL BEING A PORTION OF "THE COVE AT WOODMOOR CONDOMINIUMS" AS RECORDED IN CONDOMINIUM BOOK 1 AT PAGE 79 IN THE EL PASO COUNTY RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF "LAKE WOODMOOR" AS RECORDED NOVEMBER 22, 1968 IN PLAT BOOK K2 AT PAGE 83; THENCE SOUTHWESTERLY 205.79 FEET ALONG THE ARC OF A CURVE TO THE LEFT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DEER CREEK ROAD, SAID CURVE HAVING A RADIUS OF 508.69 FEET, A CENTRAL ANGLE OF 23°10'44", THE CHORD OF WHICH BEARS S31°41'23"W A DISTANCE OF 26.67 FEET TO THE POINT OF BEGINNING; THENCE S41°57'04"E A DISTANCE OF 82.08 FEET TO A POINT OF CURVE; THENCE 65.66 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 86.67 FEET, A CENTRAL ANGLE OF 43°24'40", THE CHORD OF WHICH BEARS S20°14'44"E, 64.11 FEET TO A POINT OF REVERSE CURVE; THENCE 80.44 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 148.33 FEET, A CENTRAL ANGLE OF 31°04'21", THE CHORD OF WHICH BEARS S14°04'34"E, 79.46 FEET TO A POINT OF REVERSE CURVE; THENCE 18.56 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 186.67 FEET, A CENTRAL ANGLE OF 5°41'48", THE CHORD OF WHICH BEARS S26°45'51"E, 18.55 FEET;

THENCE S79°21'02"W A DISTANCE OF 56.01 FEET;
THENCE S12°37'03"W A DISTANCE OF 42.60 FEET;
THENCE S10°38'49"E A DISTANCE OF 94.15 FEET;
THENCE N72°20'08"W A DISTANCE OF 41.22 FEET;
THENCE S17°39'52"W A DISTANCE OF 73.25 FEET;
THENCE N72°26'54"W A DISTANCE OF 1.02 FEET;
THENCE S17°33'06"W A DISTANCE OF 26.67 FEET;
THENCE S72°26'54"E A DISTANCE OF 32.69 FEET;
THENCE S17°33'06"W A DISTANCE OF 62.00 FEET;
THENCE S42°10'10"E A DISTANCE OF 19.84 FEET;
THENCE S72°26'54"E A DISTANCE OF 104.86 FEET;
THENCE S41°11'23"W A DISTANCE OF 45.88 FEET;
THENCE S78°26'20"W A DISTANCE OF 381.93 FEET;
THENCE N09°10'06"W A DISTANCE OF 201.04 FEET;
THENCE N00°24'41"E A DISTANCE OF 7.79 FEET;
THENCE S84°26'01"E A DISTANCE OF 60.83 FEET;
THENCE S07°23'40"W A DISTANCE OF 42.36 FEET;
THENCE S14°51'12"E A DISTANCE OF 59.95 FEET;
THENCE N75°09'03"E A DISTANCE OF 61.43 FEET;
THENCE N40°12'50"E A DISTANCE OF 95.52 FEET;
THENCE N17°03'20"E A DISTANCE OF 66.38 FEET;
THENCE N12°26'04"E A DISTANCE OF 74.48 FEET;
THENCE N17°02'12"E A DISTANCE OF 56.55 FEET;
THENCE N15°26'25"E A DISTANCE OF 72.41 FEET;
THENCE N00°38'58"W A DISTANCE OF 36.00 FEET;
THENCE N46°45'57"W A DISTANCE OF 11.75 FEET;
THENCE S89°20'47"W A DISTANCE OF 56.00 FEET;
THENCE S37°54'52"W A DISTANCE OF 30.78 FEET;
THENCE 10.94 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 53.33 FEET, A CENTRAL ANGLE OF 11°45'00", THE CHORD OF WHICH BEARS N35°41'11"W, 10.92 FEET TO A POINT OF TANGENT;
THENCE N41°33'41"W A DISTANCE OF 21.70 FEET TO A POINT ON THE AFORESAID SOUTHERLY LINE OF DEER CREEK ROAD;
THENCE ON AFORESAID SOUTHERLY LINE A DISTANCE OF 161.23 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET, A CENTRAL ANGLE OF 12°26'58", THE CHORD OF WHICH BEARS N43°57'28"E, 160.91 FEET TO A POINT OF REVERSE CURVE;
THENCE CONTINUING ON AFORESAID SOUTHERLY LINE 79.55 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 508.69 FEET, A CENTRAL ANGLE OF 8°57'36", THE CHORD OF WHICH BEARS N42°14'27"E, 79.47 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 112,051 S.F. (2.572 ACRES MORE OR LESS).

TRACT E:

A PARCEL OF LAND IN THE SOUTH HALF OF SECTION 11, T11S, R67W, OF THE SIXTH P.M., EL PASO COUNTY, COLORADO. SAID PARCEL BEING A PORTION OF "THE COVE AT WOODMOOR CONDOMINIUMS" AS RECORDED IN CONDOMINIUM BOOK 1 AT PAGE 79 IN THE EL PASO COUNTY RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

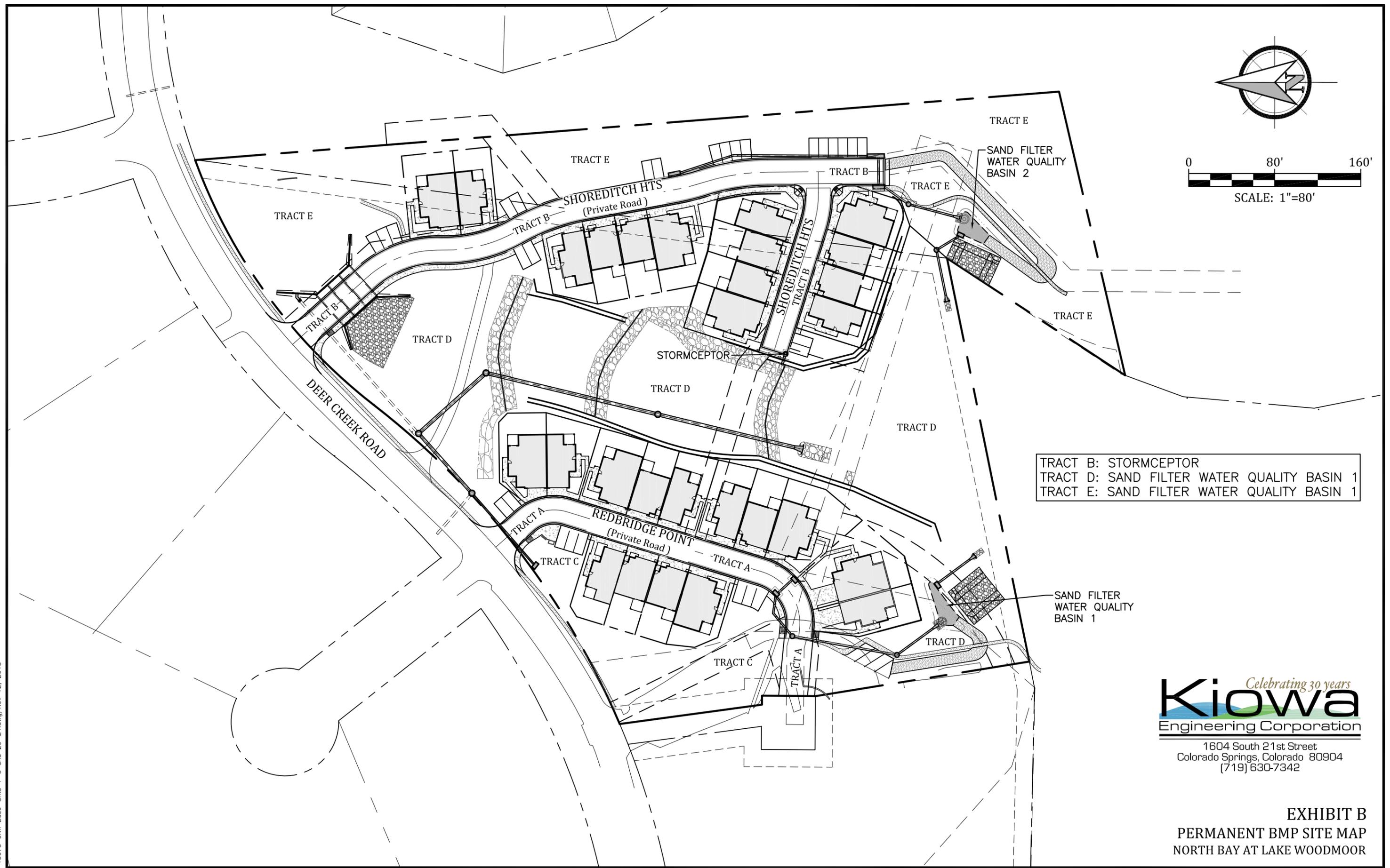
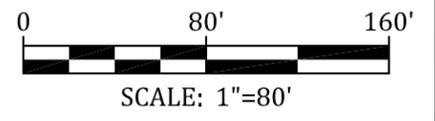
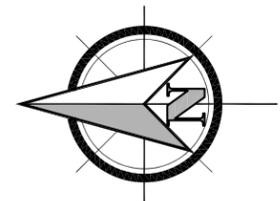
BEGINNING AT THE NORTHWEST CORNER OF "LAKE WOODMOOR" AS RECORDED NOVEMBER 22, 1968 IN PLAT BOOK K2 AT PAGE 83;
THENCE S04°31'13"E A DISTANCE OF 805.55 FEET;

THENCE S76°51'19"W A DISTANCE OF 270.32 FEET;
THENCE N33°15'54"E A DISTANCE OF 198.10 FEET;
THENCE N41°11'23"E A DISTANCE OF 45.88 FEET;
THENCE N70°27'05"E A DISTANCE OF 24.87 FEET;
THENCE N17°33'06"E A DISTANCE OF 44.62 FEET;
THENCE S00°25'08"E A DISTANCE OF 31.86 FEET;
THENCE N89°34'52"E A DISTANCE OF 26.67 FEET;
THENCE N00°25'08"W A DISTANCE OF 113.34 FEET;
THENCE 65.05 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 213.33 FEET, A CENTRAL ANGLE OF 17°28'17", THE CHORD OF WHICH BEARS N09°09'17"W, 64.80 FEET TO A POINT OF REVERSE CURVE;
THENCE 23.90 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 186.67 FEET, A CENTRAL ANGLE OF 07°20'13", THE CHORD OF WHICH BEARS N14°13'19"W, 23.89 FEET TO A POINT OF TANGENT;
THENCE N10°33'12"W A DISTANCE OF 87.37 FEET TO A POINT OF CURVE;
THENCE 70.96 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 213.33 FEET, A CENTRAL ANGLE OF 19°03'33", THE CHORD OF WHICH BEARS N20°04'59"W, 70.64 FEET TO A POINT OF REVERSE CURVE;
THENCE 12.15 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 121.67 FEET, A CENTRAL ANGLE OF 5°43'15", THE CHORD OF WHICH BEARS N26°45'07"W, 12.14 FEET;
THENCE N84°04'59"E A DISTANCE OF 72.45 FEET;
THENCE N05°55'01"W A DISTANCE OF 82.75 FEET;
THENCE S84°04'59"W A DISTANCE OF 77.44 FEET;
THENCE 56.20 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 113.33 FEET, A CENTRAL ANGLE OF 28°24'41", THE CHORD OF WHICH BEARS N27°44'44"W, 55.63 FEET TO A POINT OF TANGENT;
THENCE N41°57'04"W A DISTANCE OF 82.00 FEET TO A POINT ON THE AFORESAID SOUTHERLY LINE OF DEER CREEK ROAD;
THENCE ON AFORESAID SOUTHERLY LINE 179.12 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 508.69 FEET, A CENTRAL ANGLE OF 20°10'29", THE CHORD OF WHICH BEARS N59°48'44"E, 178.19 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 73,140 S.F. (1.679 ACRES MORE OR LESS).

PREPARED BY:

VERNON P. TAYLOR, COLORADO PLS NO. 25966 DATE
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC
20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903



TRACT B: STORMCEPTOR
TRACT D: SAND FILTER WATER QUALITY BASIN 1
TRACT E: SAND FILTER WATER QUALITY BASIN 1

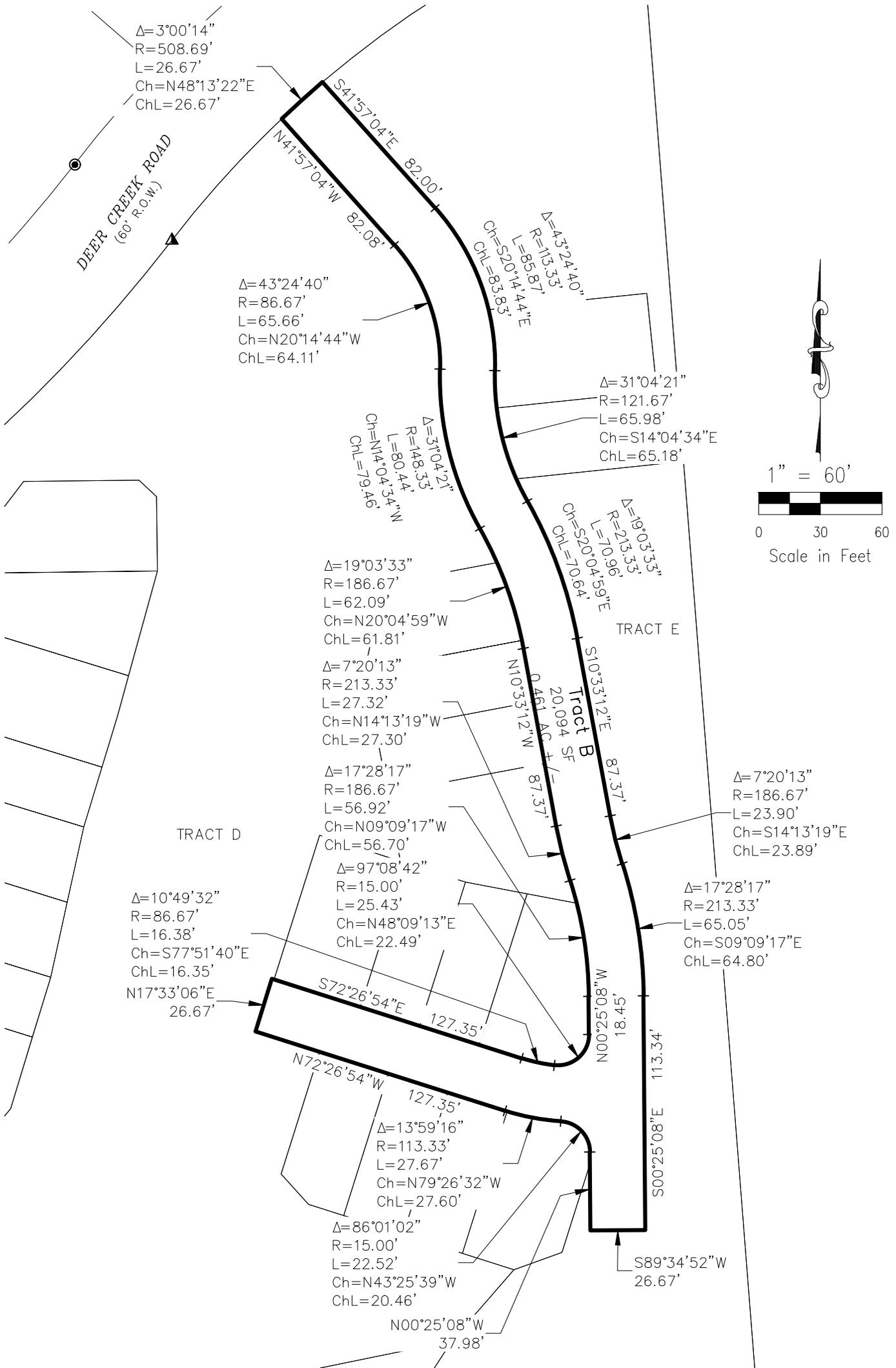
SAND FILTER
WATER QUALITY
BASIN 1



1604 South 21st Street
Colorado Springs, Colorado 80904
(719) 630-7342

EXHIBIT B
PERMANENT BMP SITE MAP
NORTH BAY AT LAKE WOODMOOR

LAKE WOODMOOR TRACT B EXHIBIT "B"

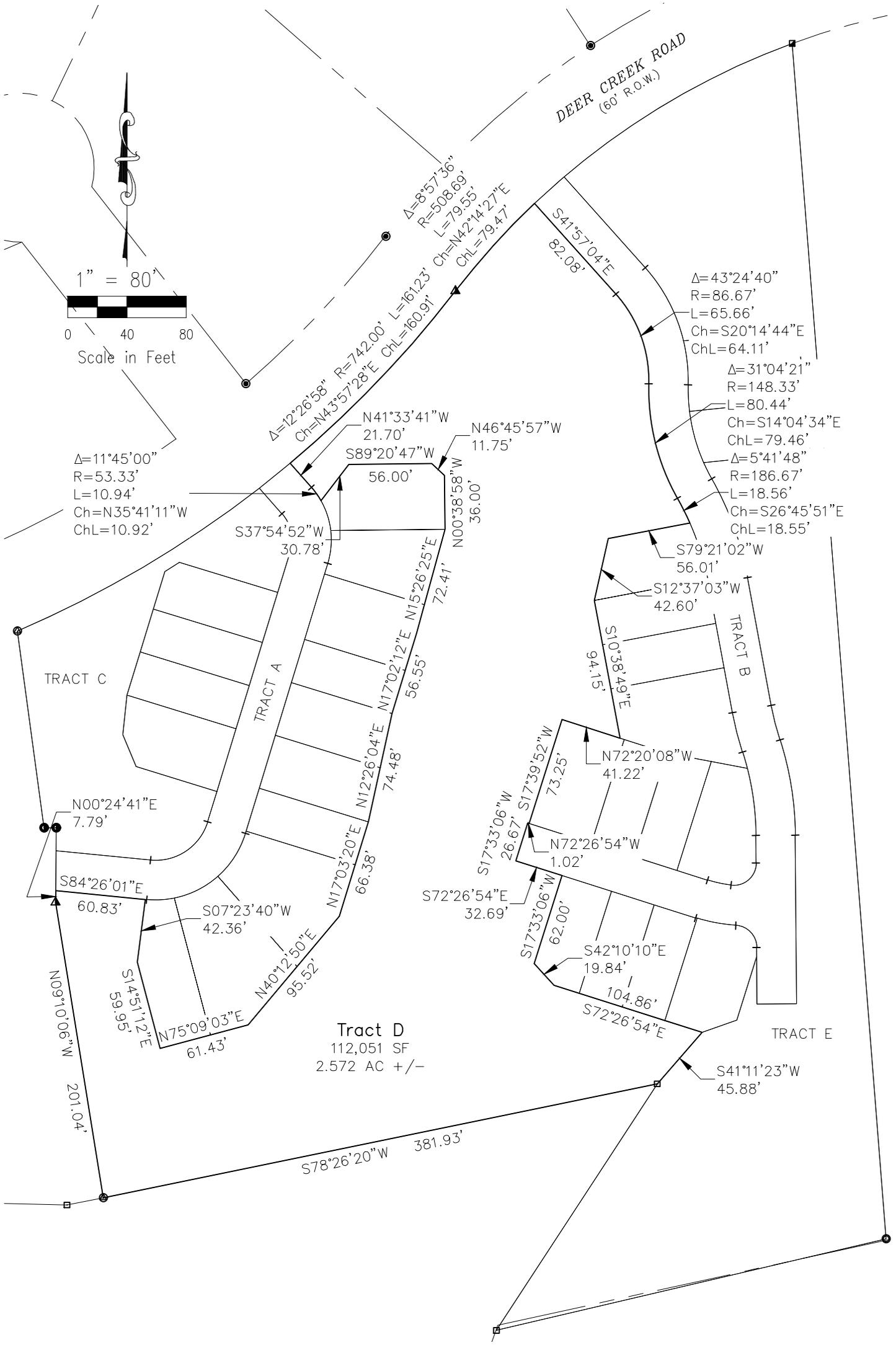


TRACT B
EXHIBIT "B"
JOB NO. 70-013
DATE PREPARED: 01/29/2019



20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

LAKE WOODMOOR TRACT D EXHIBIT "B"

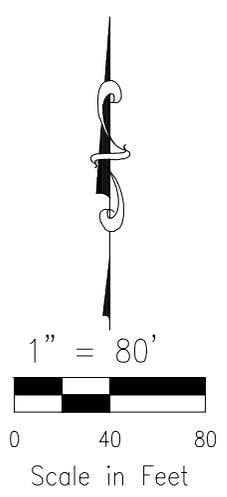
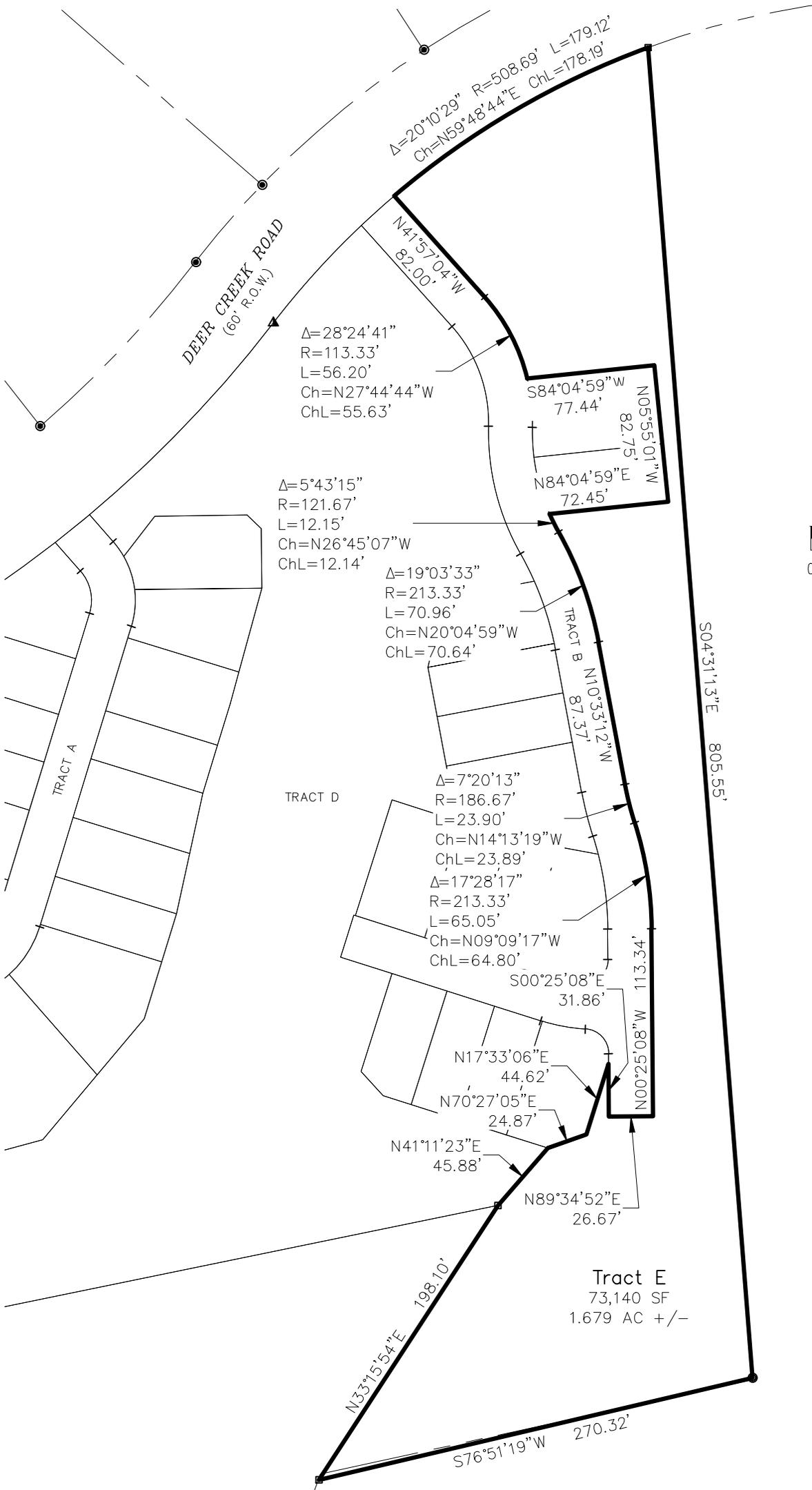


TRACT D
EXHIBIT "B"
JOB NO. 70-013
DATE PREPARED: 01/29/2019



20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

LAKE WOODMOOR TRACT E EXHIBIT "B"



TRACT E
EXHIBIT "B"
JOB NO. 70-013
DATE PREPARED: 01/29/2019



20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
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