

**PRIVATE STORMWATER DRAINAGE
MAINTENANCE AGREEMENT AND EASEMENT**

This PRIVATE STORMWATER DRAINAGE 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 (“County”), CHALLENGER COMMUNITIES, LLC. (Developer), BENT GRASS METROPOLITAN DISTRICT (Metro District), a quasi-municipal corporation and political subdivision of the State of Colorado, and LENA GAIL CASE and RANDALL DEYOUNG (collectively, Owners). The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

A. WHEREAS, the Metro District provides various municipal services to certain real property in El Paso County, Colorado referred to as Falcon Meadows at Bent Grass; and

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

C. WHEREAS, Owners are the owners of certain real property adjacent to or downstream of the Subject Property onto which developed stormwater runoff will be discharged and on which Developer plans to build stormwater drainage improvements to serve the Subject Property, which property is legally described in Exhibit C attached hereto and incorporated herein by this reference (the Adjacent Properties); and

D. WHEREAS, Developer desires to plat and develop on the Subject Property a Subdivision to be known as Falcon Meadows at Bent Grass Filing No. 2~~X~~; and

E. WHEREAS, the development of the Subject Property will materially increase the volume and decrease the quality of stormwater runoff from the Subject Property; therefore, it is in the best interest of the public health, safety and welfare for the County to condition approval of this Development on Developer’s promise to construct adequate stormwater control facilities including permanent stormwater quality structural Best Management Practices (“BMPs”) for the Subdivision; and

F. WHEREAS, the El Paso County Land Development Code, as periodically amended, requires the construction and maintenance of detention ponds and other 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

G. WHEREAS, the El Paso County 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), 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 facilities and BMPs with new development or significant redevelopment and to enter into maintenance agreements and easements with the County for such facilities and BMPs; and

H. 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

I. WHEREAS, Developer desires to construct for the Subdivision drainage conveyance facilities, detention basins, stormwater control measures, and/or permanent stormwater quality BMPs (collectively, "Stormwater Facilities") as the means for providing adequate drainage and stormwater runoff control and to meet the requirements of the County's MS4 Permit, and to provide for operating, cleaning, maintaining and repairing such Stormwater Facilities in cooperation with the Metro District and the County; and

J. WHEREAS, Developer desires to construct certain onsite Stormwater Facilities on property as set forth on Exhibit B attached hereto and incorporated herein by this reference (the Onsite Stormwater Facilities Area) and desires to construct certain offsite Stormwater Facilities on the Adjacent Property within the areas described in Exhibit D, attached hereto and incorporated herein by this reference (the Offsite Stormwater Facilities Area); and

K. WHEREAS, Owners shall be charged herein with the duties of providing easements and access to the Offsite Stormwater Facilities on the Adjacent Properties; and

L. WHEREAS, Developer shall be charged with the duty of constructing the Stormwater Facilities and the Metro District shall be charged with the duties of operating, maintaining and repairing the Stormwater Facilities and any appurtenant improvements on the property described in Exhibits B and D until the Stormwater Facilities are accepted by the County; and

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

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

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

P. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Development upon Owners' grants herein of perpetual Easements over their respective properties within the Offsite Stormwater Facilities Area described in Exhibit D for the purposes of allowing the Metro District access to construct, upgrade, clean, maintain and/or repair the Stormwater Facilities, and allowing the County to periodically access and inspect the Stormwater Facilities and, when necessary, to construct, clean, maintain or repair the Stormwater Facilities; and

Q. 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 and Termination of Previous Agreement: The Parties incorporate the Recitals above into this Agreement. This agreement supersedes and replaces in its entirety those Stormwater Drainage Maintenance Agreements and Easements recorded at Reception Nos. 221232315, 221232317, and 221232318.

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

The Owners agree that this entire Agreement and Owners' performance of their obligations hereunder shall become a covenant running with the land, which is legally described in Exhibit C attached hereto, and that this entire Agreement and Owners' performance of their obligations hereunder shall be binding upon themselves and their successors and assigns.

3. Construction: In accordance with the Falcon Meadows at Bent Grass Drainage Channel Construction Drawings dated August 22, 2022 in El Paso County Planning and Community Development Department (PCD) File No. CDR-21-014, Developer shall construct the following Stormwater Facilities on the Onsite and Offsite Stormwater Facilities Areas described in Exhibit B and Exhibit D, respectively: Falcon West Tributary riprap bank stabilization and drainageway stabilization, including twelve (12) drop structures and revegetation, for lengths of approximately 815 feet upstream of and 2,450 feet downstream of Bent Grass Meadows Drive, respectively. Developer shall not commence construction of the Stormwater Facilities until PCD 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 PCD. Developer shall complete construction of the Stormwater Facilities in substantial compliance with the County-approved plans and specifications for the Stormwater Facilities and shall provide certification from a Colorado registered Professional Engineer that the Stormwater Facilities were constructed in compliance with and provide the volume and capacity required by such plans and specifications in accordance with ECM requirements. Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the Stormwater Facilities shall be substantially completed within the time frame specified in the conditions of approval of the PUDSP approved in PCD File No. PUDSP-20-005 (Resolution No. 21-294).

In the event construction of the Stormwater Facilities is not substantially completed within the time frame specified in the conditions of approval of the PUDSP approved in PCD File No. PUDSP-20-005, or if the Development is in violation of its ESQCP terms and conditions and Developer has not made an effort to remedy the violation in a reasonable amount of time as determined by the County, then the County may exercise its discretion to complete the Stormwater Facilities and shall have the right to seek reimbursement from the Developer and its respective successors and assigns for its actual costs and expenses incurred in the process of completing construction.

4. Maintenance: The Metro District agrees for itself and its successors and assigns that it will regularly and routinely inspect, clean and maintain the stormwater drainage channel and any appurtenant improvements within the Onsite Stormwater Facilities Area described in Exhibit B and the Offsite Stormwater Facilities Area described in Exhibit D, and otherwise keep the same in good repair, all at its own cost and expense in compliance with the County-reviewed Operation and Maintenance Manual, attached hereto and incorporated herein by this reference as Exhibit E, and otherwise keep the same in good repair, all at its own cost and expense. The Metro District's obligation to maintain the Stormwater Facilities in the Onsite Stormwater Facilities Area and the Offsite Stormwater Facilities Area shall terminate upon County acceptance of the Stormwater Facilities and, for the Onsite Stormwater Facilities, conveyance of the Onsite property containing the channel to the County. No trees or shrubs that will impair the structural integrity of the Stormwater Facilities shall be planted or allowed to grow within or adjacent to the Stormwater Facilities.

5. Creation of Easements: Developer hereby grants the Metro District and the County each a non-exclusive perpetual easement upon and across the property described in Exhibit B for the purposes of floodplain conveyance preservation, access to and inspection, construction, cleaning, maintenance and repair of the Onsite Stormwater Facilities Area. The creation of the County's easement does not expressly or implicitly impose on the County a duty to so inspect, nor to clean, repair or maintain the stormwater drainage channel or any appurtenant improvements until the time of County acceptance of the public Stormwater Facilities.

Owners hereby grant the Metro District and the County each a non-exclusive perpetual easement upon and across their respective portions of the properties described in Exhibit D for the purposes of floodplain conveyance preservation, access to and construction, cleaning, maintenance and repair of the Offsite Stormwater Facilities Area. The creation of the County's easement does not expressly or implicitly impose on the County a duty to so inspect, nor to clean, repair or maintain the stormwater drainage channel or any appurtenant improvements until the time of County acceptance of the public Stormwater Facilities.

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

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

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

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

- a. Conveyance of property described in Exhibit B from Developer to the County and recording of the Deed for the same upon County acceptance of the required improvements; and

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

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

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

11. 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 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 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 Obligation and Liability: The obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat as described in the fourth paragraph (Paragraph D) of the Recitals set forth above is recorded (if applicable) and the Developer completes the construction of the Stormwater Facilities and transfers all applicable maintenance and operation responsibilities to the Metro District or the County. By execution of this agreement, the Metro District agrees to accept all responsibilities and to perform all duties assigned to it, including those of the Developer, as specified herein.

IN WITNESS WHEREOF, the Parties affix their signatures below.

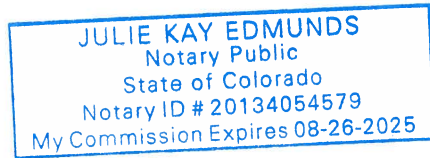
Executed this 16th day of December, 2022, by:
CHALLENGER COMMUNITIES, LLC.

By: 
Jim Byers, VP of Land Development

The foregoing instrument was acknowledged before me this 16th day of December, 2022, by Jim Byers, VP of Land Development, CHALLENGER COMMUNITIES, LLC.

Witness my hand and official seal.

My commission expires: 8-26-2025





Notary Public

Executed this 15th day of December, 2022, by:

BENT GRASS METROPOLITAN DISTRICT

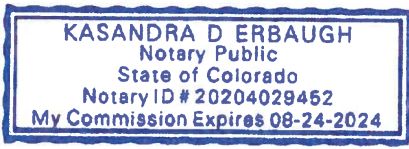
By: [Signature]
Randall Case, II, President
Randle

Attest:
By: Lena Gail Case
Lena Gail Case, Board Member
[Name] [Title]

The foregoing instrument was acknowledged before me this 15th day of December,
2022, by Randall Case II President, and Lena Gail Case, Board Member
[Name] [Name] [Title]

BENT GRASS METROPOLITAN DISTRICT

Witness my hand and official seal.
My commission expires: 8.24 2024



[Signature]
Notary Public

Executed this 15th day of December, 20 22, by:

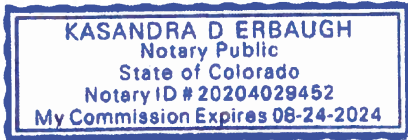
LENA GAIL CASE

By: Lena Gail Case

The foregoing instrument was acknowledged before me this 15th day of December, 2022, by LENA GAIL CASE,

Witness my hand and official seal.

My commission expires: 8-24-2024



Kassandra D Erbaugh
Notary Public

Executed this 19th day of December, 2022, by:

RANDALL DEYOUNG

By: Randall DeYoung

The foregoing instrument was acknowledged before me this 19th day of December, 2022, by RANDALL DEYOUNG.

Witness my hand and official seal.

My commission expires: 5/19/2025

LAURA LAULU
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024004018
My Commission Expires 05-19-2025

Laura Laulu
Notary Public

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

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____,
_____, Executive Director
El Paso County Planning and Community Development Department
Authorized signatory pursuant to LDC

Attest:

County Clerk and Recorder

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, Executive Director of the El Paso County Planning and
Community Development Department, as Attested to by _____, County Clerk and
Recorder.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

EXHIBIT A: ON-SITE PROPERTY DESCRIPTIONS

I. *FALCON MEADOWS AT BENT GRASS FILING NO. 2 – LEGAL DESCRIPTION*

~~✘ *FALCON MEADOWS AT BENT GRASS FILING NO. 3 – LEGAL DESCRIPTION*~~

~~✘ *FALCON MEADOWS AT BENT GRASS FILING NO. 4 – LEGAL DESCRIPTION*~~



FALCON MEADOWS AT BENT GRASS FILING NO. 2

A PORTION OF TRACT G, BENT GRASS RESIDENTIAL FILING NO. 2, AND A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, TOGETHER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 BEARS $N00^{\circ}13'46''W$, MONUMENTED BY THE SOUTHWEST CORNER OF SAID SECTION 1, BEING A 2-1/2 INCH ALUMINUM CAP IN RANGE BOX STAMPED "PLS 17664", AND BY THE WEST QUARTER CORNER OF SAID SECTION 1, BEING A 2" ALUMINUM CAP STAMPED "PLS 28651", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 1;

THENCE WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, $N00^{\circ}14'14''W$, A DISTANCE OF 1,316.12 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION 1;

THENCE WITH THE NORTH LINE OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, $N89^{\circ}36'34''E$, A DISTANCE OF 1,207.60 FEET;

THENCE DEPARTING THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, $S00^{\circ}24'55''W$, A DISTANCE OF 135.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A DELTA ANGLE OF $134^{\circ}24'55''$, HAVING A RADIUS OF 55.00 FEET, AN ARC LENGTH OF 129.03 FEET, AND A CHORD BEARING $S23^{\circ}17'58''E$, A CHORD DISTANCE OF 101.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $44^{\circ}24'56''$, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 38.76 FEET, AND A CHORD BEARING $S21^{\circ}42'02''W$, A CHORD DISTANCE OF 37.80 FEET;

THENCE $S00^{\circ}30'26''E$, A DISTANCE OF 271.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $115^{\circ}24'50''$, HAVING A RADIUS OF 55.00 FEET, AN ARC LENGTH OF 110.79 FEET, AND A CHORD BEARING $S06^{\circ}49'35''E$, A CHORD DISTANCE OF 92.99 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $48^{\circ}11'23''$, HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 29.44 FEET, AND WHOSE CHORD BEARS $S26^{\circ}47'08''W$, A CHORD DISTANCE OF 28.58 FEET;

THENCE $S02^{\circ}41'25''W$, A DISTANCE OF 48.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $03^{\circ}11'15''$, HAVING A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 26.42 FEET, AND WHOSE CHORD BEARS $S01^{\circ}05'49''W$, A CHORD DISTANCE OF 26.42 FEET;

THENCE $S00^{\circ}29'48''E$, A DISTANCE OF 15.55 FEET;

THENCE $N90^{\circ}00'00''E$, A DISTANCE OF 104.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°03'17", HAVING A RADIUS OF 227.00 FEET, AN ARC LENGTH OF 35.87 FEET, AND WHOSE CHORD BEARS N18°01'06"E, A CHORD DISTANCE OF 35.84 FEET TO A POINT OF REVERSE CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°33'31", HAVING A RADIUS OF 133.00 FEET, AN ARC LENGTH OF 47.72 FEET, AND WHOSE CHORD BEARS N12°15'59"E, A CHORD DISTANCE OF 47.47 FEET;

THENCE N01°59'13"E, A DISTANCE OF 158.63 FEET;

THENCE N02°46'30"W, A DISTANCE OF 23.36 FEET TO A POINT ON THE EAST LINE OF SAID TRACT G;

THENCE WITH SAID EAST LINE OF SAID TRACT G, S07°25'43"E, A DISTANCE OF 64.83 FEET;

THENCE CONTINUING WITH SAID EAST LINE OF TRACT G, S12°15'03"E, A DISTANCE OF 78.86 FEET;

THENCE CONTINUING WITH SAID EAST LINE OF SAID TRACT G, S16°48'19"E, A DISTANCE OF 98.31 FEET;

THENCE CONTINUING WITH SAID EAST LINE OF SAID TRACT G, S04°47'47"W, A DISTANCE OF 94.40 FEET;

THENCE CONTINUING WITH SAID EAST LINE OF SAID TRACT G, S27°22'40"W, A DISTANCE OF 143.51 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BENT GRASS MEADOWS DRIVE;

THENCE WITH SAID NORTH RIGHT OF WAY LINE, S89°30'12"W, A DISTANCE OF 191.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE CONTINUING WITH SAID NORTH RIGHT OF WAY LINE AND SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 65°45'45", HAVING A RADIUS OF 605.00 FEET, AN ARC LENGTH OF 694.40 FEET, AND WHOSE CHORD BEARS S56°37'18"W, A CHORD DISTANCE OF 656.91 FEET;

THENCE S23°44'26"W, A DISTANCE OF 247.83 FEET;

THENCE S89°46'14"W, A DISTANCE OF 493.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

THENCE WITH SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, N00°13'46"W, A DISTANCE OF 205.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.40 ACRES (1,585,416 SQUARE FEET), MORE OR LESS.

EXHIBIT B: ON-SITE DRAINAGE EASEMENTS

- I. LEGAL AND EXHIBIT (SECTION OF CHANNEL NORTH OF BENT GRASS MEADOWS DRIVE)*
- II. PLEASE REFER TO FALCON MEADOWS AT BENT GRASS FILING NO. 1 – FINAL PLAT DRAWINGS (TRACT E) – NOT INCLUDED*



DESCRIPTION

A PORTION OF TRACT H AND TRACT I, BENT GRASS RESIDENTIAL FILING NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NUMBER 220714559, LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1 BEARS N89°36'34"E, MONUMENTED BY THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, BEING A 1-1/2" ALUMINUM CAP STAMPED "PLS 11624", AND BY THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, BEING A 1-1/2" ALUMINUM CAP STAMPED "PLS 38069", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1;

THENCE WITH THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, N89°36'34"E, A DISTANCE OF 1,347.81 FEET TO THE NORTHWEST CORNER OF SAID TRACT H, BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING WITH THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, N89°36'34"E, A DISTANCE OF 68.96 FEET TO THE NORTHEAST CORNER OF SAID TRACT H;

THENCE WITH THE EAST LINE OF SAID TRACT H THE FOLLOWING 3 COURSES:

- 1) S34°18'06"E, A DISTANCE OF 31.78 FEET;
- 2) S02°19'23"E, A DISTANCE OF 38.04 FEET;
- 3) S13°30'06"E, A DISTANCE OF 15.30 FEET;

THENCE DEPARTING THE EAST LINE OF SAID TRACT H, S35°48'48"E, A DISTANCE OF 13.49 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 37°48'02", HAVING A RADIUS OF 155.00 FEET, AN ARC LENGTH OF 102.26 FEET, AND A CHORD BEARING S16°54'48"E, A CHORD DISTANCE OF 100.42 FEET;

THENCE, S01°59'13"W, A DISTANCE OF 381.18 FEET;

THENCE, S00°36'21"W, A DISTANCE OF 18.57 FEET;

THENCE, S02°48'05"W, A DISTANCE OF 31.50 FEET;

THENCE, S01°59'13"W, A DISTANCE OF 132.82 FEET TO A POINT ON THE EAST LINE OF SAID TRACT H;

THENCE WITH THE EAST LINE OF SAID TRACT H THE FOLLOWING 3 COURSES:

- 1) S11°18'58"E, A DISTANCE OF 104.72 FEET;
- 2) S23°52'50"E, A DISTANCE OF 57.13 FEET;
- 3) S06°03'08"E, A DISTANCE OF 33.17 FEET TO THE SOUTHEAST CORNER OF SAID TRACT H;

THENCE WITH THE SOUTH LINE OF SAID TRACT H, S89°30'12"W, A DISTANCE OF 164.60 FEET TO THE SOUTHWEST CORNER OF SAID TRACT H;

THENCE WITH THE WEST LINE OF SAID TRACT H THE FOLLOWING 9 COURSES:

- 1) N27°22'40"E, A DISTANCE OF 143.51 FEET;
- 2) N04°47'47"E, A DISTANCE OF 94.40 FEET;
- 3) N16°48'19"W, A DISTANCE OF 98.31 FEET;
- 4) N12°15'03"W, A DISTANCE OF 78.86 FEET;
- 5) N07°25'43"W, A DISTANCE OF 153.82 FEET;
- 6) N03°18'15"E, A DISTANCE OF 158.69 FEET;
- 7) N02°36'41"E, A DISTANCE OF 83.15 FEET;
- 8) N01°39'10"E, A DISTANCE OF 87.81 FEET;
- 9) N14°19'33"W, A DISTANCE OF 66.35 FEET TO THE **POINT OF BEGINNING**.

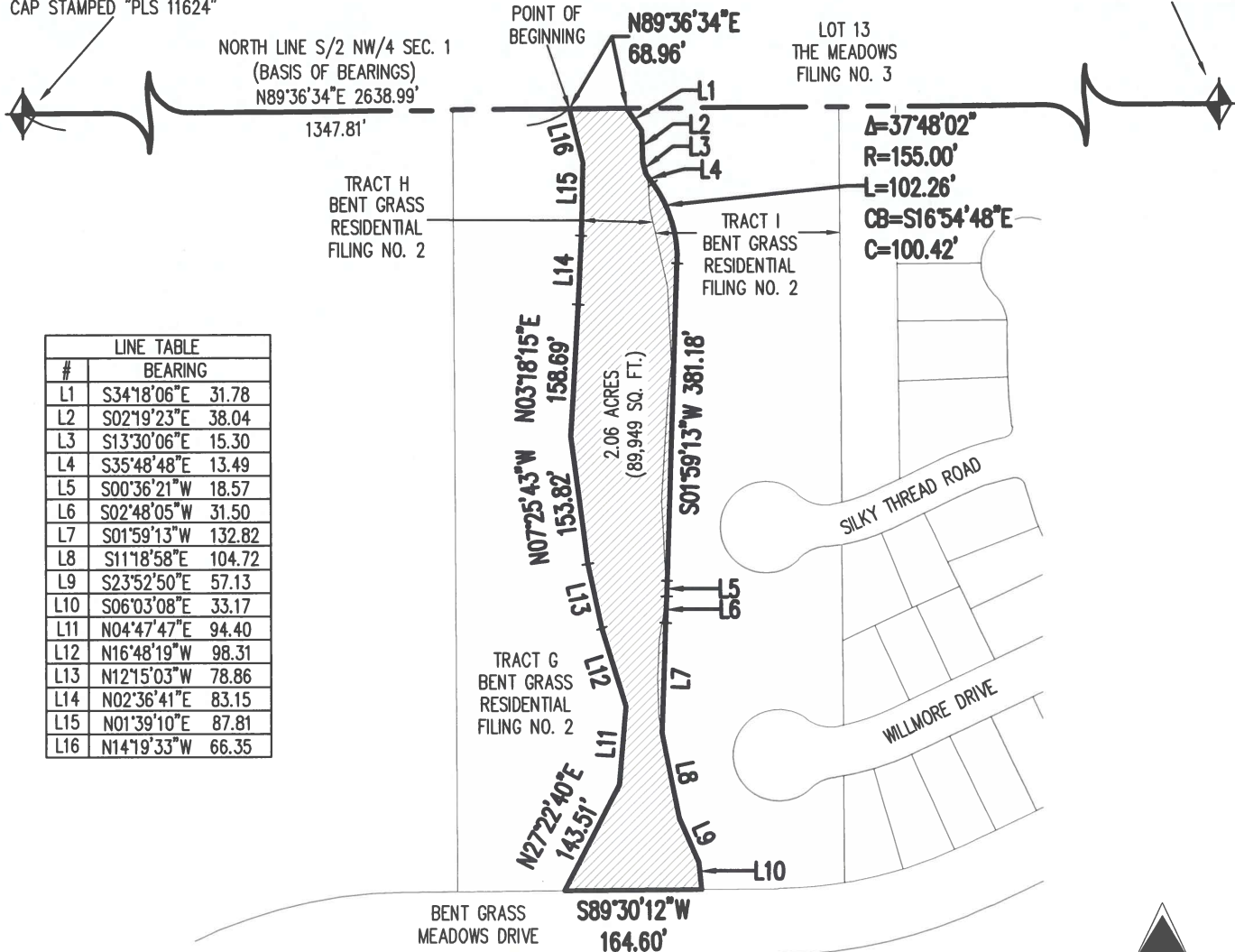
CONTAINING 2.06 ACRES (89,949 SQUARE FEET), MORE OR LESS.



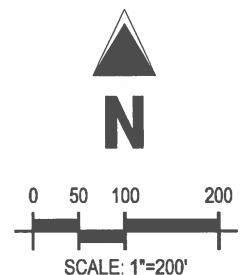
DESCRIPTION PREPARED BY:
BRIAN J. DENNIS
PROJECT NO. CLH000021
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38069
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

POINT OF COMMENCEMENT
NORTH SIXTEENTH CORNER
SEC. 2 | SEC. 1
T13S R65W
FOUND 1-1/2" ALUMINUM
CAP STAMPED "PLS 11624"

CENTER-NORTH 1/16 CORNER
SEC. 1, T13S, R65W
FOUND 1-1/2" ALUMINUM CAP
STAMPED "PLS 38069"



LINE TABLE		
#	BEARING	
L1	S34°18'06"E	31.78
L2	S02°19'23"E	38.04
L3	S13°30'06"E	15.30
L4	S35°48'48"E	13.49
L5	S00°36'21"W	18.57
L6	S02°48'05"W	31.50
L7	S01°59'13"W	132.82
L8	S11°18'58"E	104.72
L9	S23°52'50"E	57.13
L10	S06°03'08"E	33.17
L11	N04°47'47"E	94.40
L12	N16°48'19"W	98.31
L13	N12°15'03"W	78.86
L14	N02°36'41"E	83.15
L15	N01°39'10"E	87.81
L16	N14°19'33"W	66.35



NOTE:
THIS DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS
INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

EXHIBIT
BENT GRASS RESIDENTIAL FILING NO. 2
EL PASO COUNTY, COLORADO

Project No: CLH000021.10
 Drawn By: EMV
 Checked By: BJD
 Date: 11/10/22

Galloway
 1155 Kelly Johnson Blvd., Suite 305
 Colorado Springs, CO 80920
 719.900.7220 • GallowayUS.com

EXHIBIT C: OFF-SITE PROPERTY DESCRIPTIONS

- I. LEGAL DESCRIPTION, RECEPTION NO. 208053974, OWNER: RANDALL DEYOUNG
- II. LEGAL DESCRIPTION, RECEPTION NO. 219113681, OWNER: LENA GAIL CASE



LEGAL DESCRIPTION (5301000016):

PROPOSED LOTS 1 THROUGH 6 INCLUDING WOLFSBURG COURT WITHIN LATIGO BUSINESS CENTER FILING NO. 2 AND PROPOSED LOTS 1 AND 2 WITHIN LATIGO BUSINESS CENTER FILING NO. 3, MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND BEING THAT PORTION OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LATIGO BUSINESS CENTER FILING NO. 1 (RECEPTION NO. 205075726, EL PASO COUNTY, COLORADO RECORDS) (ALL BEARINGS IN THIS DESCRIPTION ARE RELATIVE TO THE NORTHERLY LINE OF SAID FILING, WHICH BEARS S 89 DEGREES 42 MINUTES 50 SECONDS E ASSUMED); THENCE S 89 DEGREES 42 MINUTES 50 SECONDS E ALONG THE EASTERLY EXTENSION OF SAID FILING'S NORTHERLY LINE, 1190.72 FEET TO A POINT ON THE EASTERLY LINE OF THAT INGRESS/EGRESS AND UTILITY EASEMENT AS DESCRIBED BY DOCUMENT (BOOK 3265, PAGE 517, SAID EL PASO COUNTY RECORDS); THENCE S 00 DEGREES 07 MINUTES 47 SECONDS W ALONG SAID EASEMENT'S EASTERLY LINE, 627.84 FEET; THENCE N 89 DEGREES 42 MINUTES 50 SECONDS W, 1192.23 FEET TO A POINT ON THE EASTERLY LIEN OF SAID FIILNG; THENCE N 00 DEGREES 16 MINUTES 02 SECONDS E ALONG SAID FILING'S EASTERLY LINE, 627.84 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (5301000017 & 5301002007):

AN UNDIVIDED 37.5% INTEREST IN A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., ALSO BEING A PORTION OF LOT 2, LATIGO BUSINESS & RESEARCH CENTER FILING NO. 1 (PLAT BOOK M-3, PAGE 75, EL PASO COUNTY, COLORADO RECORDS), SITUATE IN EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LATIGO BUSINESS CENTER FILING NO. 1 (RECEPTION NO. 205075726, SAID EL PASO COUNTY RECORDS)

(ALL BEARINGS IN THIS DESCRIPTION ARE RELATIVE TO THE EASTERLY LINE OF SAID FILING, WHICH BEARS NORTH 00 DEGREES 16 MINUTES 02 SECONDS EAST ASSUMED);

THENCE NORTH 00 DEGREES 16 MINUTES 02 SECONDS EAST ALONG SAID FILING'S EASTERLY LINE, 30.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE CONTINUE NORTH 00 DEGREES 16 MINUTES 02 SECONDS EAST ALONG SAID EASTERLY LINE, 1270.75 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 50 SECONDS EAST, 1192.23 FEET TO A POINT ON THE EASTERLY LINE OF THAT INGRESS/EGRESS EASEMENT DESCRIBED BY DOCUMENT (BOOK 3265, PAGE 517, SAID RECORDS)

(THE FOLLOWING FIVE (5) COURSES ARE ALONG SAID EASEMENT'S EASTERLY LINE);

1) SOUTH 00 DEGREES 07 MINUTES 47 SECONDS WEST, 552.54 FEET;

2) ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 15 MINUTES 43 SECONDS, A RADIUS OF 490.87 FEET, AN ARC LENGTH OF 216.43 FEET;

3) SOUTH 25 DEGREES 07 MINUTES 56 SECONDS EAST, 365.00 FEET;

4) ON A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 25 MINUTES 08 SECONDS, A RADIUS OF 266.04 FEET, AN ARC LENGTH OF 118.02 FEET;

5) SOUTH 00 DEGREES 17 MINUTES 10 SECONDS WEST, 65.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WOODMEN ROAD (60' R.O.W.);

THENCE NORTH 89 DEGREES 42 MINUTES 50 SECONDS WEST ALONG SAID WOODMEN ROAD'S NORTHERLY RIGHT-OF-WAY LINE, 1423.26 FEET TO THE POINT OF BEGINNING.

EXHIBIT D: OFF-SITE DRAINAGE EASEMENTS

- I. *LEGAL AND EXHIBIT FOR RANDALL DEYOUNG PROPERTY (5301000016)*
- II. *LEGAL AND EXHIBIT FOR LENA GAIL CASE PROPERTIES (5301000017 & 5301002007)*



DESCRIPTION:

A PORTION OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NUMBER 208053974, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 BEARS N00°13'46"W, MONUMENTED BY THE SOUTHWEST CORNER OF SAID SECTION 1, BEING A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 17664", AND MONUMENTED BY THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, BEING A 2 INCH ALUMINUM CAP STAMPED "28651", WITH ALL BEARINGS HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED AT RECEPTION NUMBER 208053974, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 1 BEARS S52°14'12"W, A DISTANCE OF 2,134.31 FEET;

THENCE WITH THE SOUTH LINE OF SAID PARCEL, S89°45'55"W, A DISTANCE OF 183.87 FEET;

THENCE DEPARTING THE SOUTH LINE OF SAID PARCEL, N00°37'24"W, A DISTANCE OF 272.87 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°44'44", HAVING A RADIUS OF 186.00 FEET, AN ARC LENGTH OF 54.36 FEET, AND A CHORD BEARING N08°59'46"W, A CHORD DISTANCE OF 54.17 FEET;

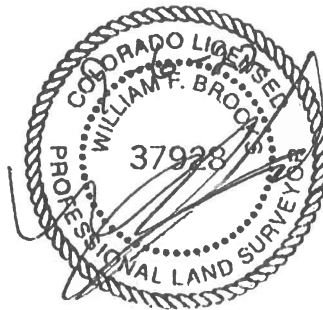
THENCE, N17°22'08"W, A DISTANCE OF 300.60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 2°20'26", HAVING A RADIUS OF 364.00 FEET, AN ARC LENGTH OF 14.87 FEET, AND A CHORD BEARING N16°11'55"W, A CHORD DISTANCE OF 14.87 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL;

THENCE WITH THE NORTH LINE OF SAID PARCEL, N89°47'22"E, A DISTANCE OF 284.90 TO THE NORTHEAST CORNER OF SAID PARCEL;

THENCE WITH THE EAST LINE OF SAID PARCEL, S00°23'28"E, A DISTANCE OF 627.84 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.04 ACRES (132,468 SQUARE FEET), MORE OR LESS.



DESCRIPTION PREPARED BY:
WILLIAM BROOKS, PLS
PROJECT NO. CLH000023.10
COLORADO PROFESSIONAL LAND SURVEYOR NO. 37928
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC

QUARTER CORNER
 SEC. 2 | SEC. 1
 T13S R65W
 FOUND 2" ALUMINUM CAP
 STAMPED "PLS. 28651"

FALCON MEADOWS
 AT BENT GRASS
 FILING NO. 1
 REC. 221714886

BENT GRASS RESIDENTIAL
 FILING NO. 2
 REC. 220714559

WEST LINE SW/4 SEC. 1
 (BASIS OF BEARINGS)
 N00°13'46"W 2635.17'

REC. 208053974

$\Delta=2'20'26"$
 $R=364.00'$
 $L=14.87'$
 $CB=N16'11'55"W$
 $C=14.87'$
 $\Delta=16'44'44"$
 $R=186.00'$
 $L=54.36'$
 $CB=N08'59'46"W$
 $C=54.17'$

3.04 ACRES
 (132,468 SQ. FT.)

PARCEL NO.
 5300000202
 MOUNTAIN VIEW
 ELECTRIC
 ASSOCIATION INC.

S00°23'28"E 627.84'

S89°45'55"W
 183.87'

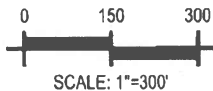
POINT OF
 BEGINNING

S52°14'12"W 2134.31' (TIE)

REC. 219113681



SECTION CORNER
 SEC. 2 | SEC. 1
 SEC. 11 | SEC. 12
 T13S R65W
 FOUND 2-1/2" ALUMINUM
 CAP STAMPED "PLS 17664"



SCALE: 1"=300'

NOTE:
 THIS DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS
 INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PROPOSED DRAINAGE EASEMENT
 SW/4 SECTION 1, T13S, R65W
 EL PASO COUNTY, COLORADO

Project No: CLH000023
 Drawn By: EMV
 Checked By: BB
 Date: 09/06/22

Galloway

1155 Kelly Johnson Blvd., Suite 305
 Colorado Springs, CO 80920
 719.900.7220 • GallowayJS.com

DESCRIPTION:

A PORTION OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NUMBER 219113681, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 BEARS $N00^{\circ}13'46''W$, MONUMENTED BY THE SOUTHWEST CORNER OF SAID SECTION 1, BEING A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 17664", AND MONUMENTED BY THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, BEING A 2 INCH ALUMINUM CAP STAMPED "28651", WITH ALL BEARINGS HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED AT RECEPTION NUMBER 219113681, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 1 BEARS $N51^{\circ}57'58''W$, A DISTANCE OF 2,155.56 FEET;

THENCE WITH THE EAST LINE OF SAID PARCEL, $S00^{\circ}23'28''E$, A DISTANCE OF 552.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE CONTINUING WITH THE EAST LINE OF SAID PARCEL AND SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $25^{\circ}15'43''$, HAVING A RADIUS OF 490.87 FEET, AN ARC LENGTH OF 216.43 FEET, AND A CHORD BEARING $S13^{\circ}01'20''E$, A CHORD DISTANCE OF 214.68 FEET;

THENCE CONTINUING WITH THE EAST LINE OF SAID PARCEL, $S25^{\circ}39'11''E$, A DISTANCE OF 365.00 TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE CONTINUING WITH THE EAST LINE OF SAID PARCEL AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $25^{\circ}25'06''$, HAVING A RADIUS OF 266.04 FEET, AN ARC LENGTH OF 118.02 FEET, AND A CHORD BEARING $S12^{\circ}56'38''E$, A CHORD DISTANCE OF 117.06 FEET;

THENCE CONTINUING WITH THE EAST LINE OF SAID PARCEL, $S00^{\circ}13'38''E$, A DISTANCE OF 64.38 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST WOODMEN ROAD AND THE SOUTH LINE OF SAID PARCEL;

THENCE WITH SAID RIGHT OF WAY LINE, $S89^{\circ}45'55''W$, A DISTANCE OF 80.01 FEET TO A POINT ON THE EAST LINE OF A DRAINAGE EASEMENT DESCRIBED AT RECEPTION NUMBER 207143989;

THENCE WITH THE EAST LINE OF SAID EASEMENT, $N00^{\circ}13'38''W$, A DISTANCE OF 64.38 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE CONTINUING WITH THE EAST LINE OF SAID EASEMENT AND SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $25^{\circ}25'06''$, HAVING A RADIUS OF 186.04 FEET, AN ARC LENGTH OF 82.53 FEET, AND A CHORD BEARING $N12^{\circ}56'38''W$, A CHORD DISTANCE OF 81.86 FEET;

THENCE CONTINUING WITH THE EAST LINE OF SAID EASEMENT, $N25^{\circ}39'11''W$, A DISTANCE OF 365.00 TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE CONTINUING WITH THE EAST LINE OF SAID EASEMENT AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $12^{\circ}57'23''$, HAVING A RADIUS OF 570.87 FEET, AN ARC LENGTH OF 129.09 FEET, AND A CHORD BEARING $N19^{\circ}10'30''W$, A CHORD DISTANCE OF 128.82 FEET TO THE NORTHEAST CORNER OF SAID DRAINAGE EASEMENT;

THENCE WITH THE NORTH LINE OF SAID DRAINAGE EASEMENT, N89°57'45"W, A DISTANCE OF 113.05 FEET TO THE NORTHWEST CORNER OF SAID DRAINAGE EASEMENT;

THENCE WITH THE WEST LINE OF SAID DRAINAGE EASEMENT, S00°20'59"E, A DISTANCE OF 444.02 FEET;

THENCE DEPARTING THE WEST LINE OF SAID DRAINAGE EASEMENT, N16°08'14"W, A DISTANCE OF 306.87 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32°38'50", HAVING A RADIUS OF 91.00 FEET, AN ARC LENGTH OF 51.85 FEET, AND A CHORD BEARING N00°11'11"E, A CHORD DISTANCE OF 51.15 FEET;

THENCE N16°30'36"E, A DISTANCE OF 226.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°46'34", HAVING A RADIUS OF 159.00 FEET, AN ARC LENGTH OF 16.03 FEET, AND A CHORD BEARING N13°37'19"E, A CHORD DISTANCE OF 16.02 FEET;

THENCE N10°44'03"E, A DISTANCE OF 38.45 FEET;

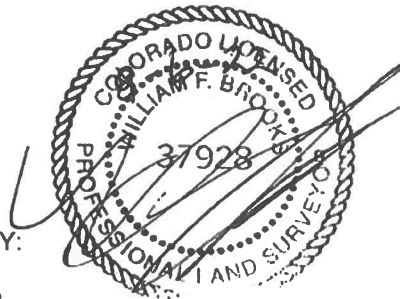
THENCE N00°37'23"W, A DISTANCE OF 160.95 FEET;

THENCE N02°09'13"E, A DISTANCE OF 82.57 FEET;

THENCE N00°37'24"W, A DISTANCE OF 257.87 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED AT RECEPTION NUMBER 219113681;

THENCE WITH THE NORTH LINE OF SAID PARCEL, N89°45'55"E, A DISTANCE OF 183.87 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4.68 ACRES (203,654 SQUARE FEET), MORE OR LESS.



DESCRIPTION PREPARED BY:
WILLIAM BROOKS, PLS
PROJECT NO. CLH000023.10
COLORADO PROFESSIONAL LAND SURVEYOR NO. 37928
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC

QUARTER CORNER
 SEC. 2 | SEC. 1
 T13S R65W
 FOUND 2" ALUMINUM CAP
 STAMPED "PLS 28651"

EL PASO COUNTY
 PARCEL NO. 530000202
 MOUNTAIN VIEW
 ELECTRIC ASSOCIATION INC.

MOUNTAIN VIEW
 ELECTRIC ASSOC.
 INGRESS/EGRESS EASEMENT
 BOOK 3265 PAGE 517

REC. 208053974

N89°45'55"E
 183.87'

POINT OF
 BEGINNING

REC. 219113681

N00°37'24"W
 257.87'

TAX PARCEL LINE

N02°09'13"E 82.57'

N00°37'23"W 160.95'

N10°44'03"E 38.45'

Δ=5°46'34" R=159.00' L=16.03'

CB=N13°37'19"E C=16.02'

N89°57'45"W
 113.05'

N16°30'36"E 226.60'

Δ=32°38'50" R=91.00' L=51.85'

CB=N00°11'11"E C=51.15'

REC. 219113681

DRAINAGE EASEMENT
 REC. 20714.3989

4.68 ACRES
 (203,654 SQ. FT.)

S00°23'28"E 552.54'

Δ=25°15'43"

R=490.87'

L=216.43'

CB=S13°01'20"E

C=214.68'

Δ=12°57'23"

R=570.87'

L=129.09'

CB=N19°10'30"W

C=128.82'

Δ=25°25'06"

R=266.04'

L=118.02'

CB=S12°56'38"E

C=117.06'

S00°13'38"E

64.38'

Δ=25°25'06" R=186.04' L=82.53'

CB=N12°56'38"W C=81.86'

S89°45'55"W

80.01'

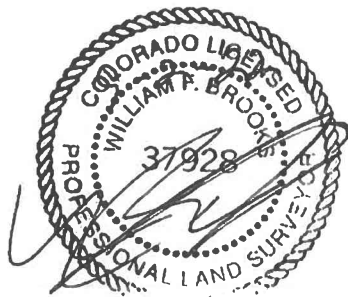
N00°13'38"W

64.38'

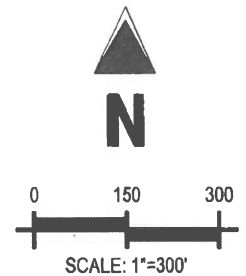
E. WOODMEN RD.

N00°13'46"W 2635.17'
 WEST LINE SW/4 SEC. 1
 (BASIS OF BEARINGS)

SECTION CORNER
 SEC. 2 | SEC. 1
 SEC. 11 | SEC. 12
 T13S R65W
 FOUND 2-1/2" ALUMINUM
 CAP STAMPED "PLS 17664"



NOTE:
 THIS DOES NOT REPRESENT A
 MONUMENTED LAND SURVEY. IT
 IS INTENDED ONLY TO DEPICT
 THE ATTACHED DESCRIPTION.



PROPOSED DRAINAGE EASEMENT
 SW/4 SECTION 1, T13S, R65W
 EL PASO COUNTY, COLORADO

Project No: CLH000023
 Drawn By: EMV
 Checked By: BB
 Date: 09/06/22

Galloway

1155 Kelly Johnson Blvd., Suite 305
 Colorado Springs, CO 80920
 719.900.7220 • GallowayUS.com

EXHIBIT E: DRAINAGE CHANNEL O&M MANUAL



EXHIBIT E
Open Drainage Channel Inspections, Operations and Maintenance (O&M)

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

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

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

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

Table 1 – General Channel Maintenance Guidelines

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

Routine Maintenance Activities

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

Table 2 – Summary of Routine Maintenance Activities

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

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

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

Minor Maintenance Activities

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

Table 3 – Summary of Minor Maintenance Activities

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

Major Maintenance Activities

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

Table 4 – Summary of Major Maintenance Activities

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

Inspection Procedures

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

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

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

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

Illicit discharges such as dumping of home goods or garbage, appliances, yard wastes, paint spills, abandoned oil containers and other pollutants shall be immediately reported to EPC Staff and other agencies as appropriate. Reference El Paso County Ordinance

No. 07-01, as amended. EPC recommends that the responsible entity encourage public reporting of improper waste disposal by posting “No Dumping” signs, neighborhood notices, and/or social media when available, with contact information to report violations.

Wetlands

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

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

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

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

Section 404 - establishes a program to regulate the discharge of dredged and fill material into waters of the United States, including wetlands. CWA Section 404(b)(1) Guidelines – U.S. Environmental Protection Agency (EPA) (Although they are called “guidelines,” these criteria are established in regulations (40 CFR Part 230) and are legally binding.)

<https://www.epa.gov/cwa-404/clean-water-laws-regulations-and-executive-orders-related-section-404>

Open Drainage Channel Inspection Report Form

Date: _____ Inspector: _____

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

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

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

Recommended maintenance: _____

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

Date: _____ Offsite Right of entry needed? _____

Work order description: _____

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

Date: _____ Crew chief: _____

Maintenance performed: _____

Inspected by: _____

Use other side for additional recommendations for this site.

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