



El Paso County MS4 Post Construction Detention / Water Quality Facility Documentation Form

This document **must be completed and submitted** with required attachments to the County for projects requiring a detention and/or a water quality facility. A separate completed form must be submitted for each facility.

Project name:

Owner name:

Location Address:

Latitude and Longitude:

Assessor's Parcel #: Section: Township: Range:

Expected Completion date:

Project acreage: Design Ponding Acres: Design Storm:

Design Engineer Email Address:

To ensure compliance with C.R.S. 37-92-602(8), the completed Stormwater Detention and Infiltration Design Data Sheet **must be attached**. The form can be found here: <https://maperture.digitaldataservices.com/gvh/?viewer=cswdif#> (click on Download SDI Design Data Sheet)

List all permanent water quality control measure(s) (EDBs, rain gardens, etc):

For all projects for which the constrained redevelopment sites standard is applied, provide an explanation of why it is not practicable to meet the full design standards.

Attach Operations and Maintenance (O&M) Plan describing the operation and maintenance procedures that ensure the long-term observation, maintenance, and operation of control measure(s), including routine inspection frequencies and maintenance activities. If multiple, different water quality control measures are used at the same location, a separate O & M Plan must be provided for each facility.

Attach Private Detention Basin / Stormwater Quality Best Management Practice Maintenance Agreement and Easement addressing maintenance of BMPs that shall be binding on all subsequent owners of the permanent BMPs.

Attachments:

Stormwater Detention and Infiltration Design Data Sheet
O & M Plan
Maintenance and Access Agreement

Review Engineer

EPC Project File No.

Stormwater Management Facility Operation and Maintenance (O&M) Manual

for:

BRADLEY POINT FILING NO. 1

Located near:

**HWY 85/87 AND S. ACADEMY BLVD. INTERSECTION
EI PASO COUNTY, CO**

Prepared for:

**BRADLEY POINT, LLC
2010 Fox Mountain Point
Colorado Springs, CO 80906
719-491-3101**

Prepared by:

**M&S Civil Consultants, Inc.
212 N. Wahsatch Ave., Suite 305
Colorado Springs, CO 80903
719-955-5485**



CIVIL CONSULTANTS, INC.

**Stormwater Management Facility
Operation and Maintenance (O&M) Manual**

Table of Contents

- I. Compliance with Stormwater Facility Maintenance Requirements**
- II. Inspection & Maintenance- Annual Reporting**
- III. Preventative Measures to Reduce Maintenance Costs**
- IV. Access and Easements**
- V. Safety**
- VI. Field Inspection Equipment**
- VII. Inspecting Stormwater Management Facilities**
 - A. Inspection Procedures
 - B. Inspection Report
 - C. Verification of Inspection and Form Submittal
- VIII. Maintaining Stormwater Management Facilities**
 - A. Maintenance Categories
 - B. Maintenance Personnel
 - C. Maintenance Forms

Appendices

- Appendix A** - Maintenance Agreement(s)
- Appendix B** - Description of Stormwater Management Facilities
- Appendix C** - Standard Operation Procedures (SOP) for each facility type
- Appendix D** - Inspection Form(s)
- Appendix E** - Maintenance Form(s)
- Appendix F** - Annual Inspection and Maintenance Submittal form
- Appendix G** - Stormwater Facilities Map; Facility plan and detail sheets

Stormwater Management Facility Operation and Maintenance (O&M) Manual

I. Compliance with Stormwater Facility Maintenance Requirements

All property owners are responsible for ensuring that stormwater facilities installed on their property are properly maintained and that they function as designed. In some cases, this maintenance responsibility may be assigned to others through special agreements. The maintenance responsibility for a stormwater facility may be designated on the subdivision plat, the site development plan, and/or within a maintenance agreement for the property. Property owners should be aware of their responsibilities regarding stormwater facility maintenance. Maintenance agreement(s) associated with this property are provided in Appendix A.

In some cases, the El Paso County (EPC) may agree to provide the required inspection and maintenance for some or all private stormwater facilities. In these cases, an EPC maintenance agreement will be included in Appendix A for those facilities that are agreed to be included in the EPC routine maintenance program.

II. Inspection & Maintenance – Annual Reporting

Requirements for the inspection and maintenance of stormwater facilities, as well as reporting requirements are included in this Stormwater Management Facility Operation and Maintenance (O&M) Manual.

Verification that the Stormwater facilities have been properly inspected and maintained; submittal of the required Inspection and Maintenance Forms and Inspector qualifications shall be provided to EPC on an annual basis. The annual reporting form shall be provided to EPC prior to May 31st of each year.

Copies of the Inspection and Maintenance forms for each of the stormwater facilities are located in Appendix D and E. A standard annual reporting form is provided in Appendix F. Each form shall be reviewed and submitted by the property owner or property manager to EPC.

Property owners are not required to provide Inspection and Maintenance Reports for stormwater facilities that have been agreed to be maintained by EPC. These reports will be generated through EPC's inspection & maintenance program.

III. Preventative Measures to Reduce Maintenance Costs

The most effective way to maintain your water quality facility is to prevent the pollutants from entering the facility in the first place. Common pollutants include sediment, trash & debris, chemicals, dog wastes, runoff from stored materials, illicit discharges into the storm drainage system and many others. A thoughtful maintenance program will include measures to address these

potential contaminants, and will save money and time in the long run. Key points to consider in your maintenance program include:

- Educate property owners/residents to be aware of how their actions affect water quality, and how they can help reduce maintenance costs.
- Keep properties, streets and gutters, and parking lots free of trash, debris, and lawn clippings.
- Ensure the proper disposal of hazardous wastes and chemicals.
- Plan lawn care to minimize the use of chemicals and pesticides.
- Sweep paved surfaces and put the sweepings back on the lawn.
- Be aware of automobiles leaking fluids. Use absorbents such as cat litter to soak up drippings – dispose of properly.
- Re-vegetate disturbed and bare areas to maintain vegetative stabilization.
- Clean out the upstream components of the storm drainage system, including inlets, storm sewers and outfalls.
- Do not store materials outdoors (including landscaping materials) unless properly protected from runoff.

IV. Access and Easements

All stormwater management facilities located on the site have both a designated access location as well as a maintenance easement. Refer to the Stormwater Facilities Map located in Appendix G for access and easement locations.

V. Safety

Keep safety considerations at the forefront of inspection procedures at all times. Likely hazards should be anticipated and avoided. Never enter a confined space (outlet structure, manhole, etc) without proper training or equipment. A confined space should never be entered without at least one additional person present.

If a toxic or flammable substance is discovered, leave the immediate area and contact the local Sheriff at 911.

Potentially dangerous (e.g., fuel, chemicals, hazardous materials) substances found in the areas must be referred to the local Sheriff's Office immediately for response by the Hazardous Materials Unit. The emergency contact number is 911.

Vertical drops may be encountered in areas located within and around the facility. Avoid walking on top of retaining walls or other structures that have a significant vertical drop. If a vertical drop is identified within the pond that is greater than 48" in height, make the appropriate note/comment on the maintenance inspection form.

If any hazard is found within the facility area that poses an immediate threat to public safety, contact the local Sheriff's Office immediately.

VI. Field Inspection Equipment

It is imperative that the appropriate equipment is taken to the field with the inspector(s). This is to ensure the safety of the inspector and allow the inspections to be performed as efficiently as possible. Below is a list of the equipment that may be necessary to perform the inspections of all Stormwater Management Facilities:

- Protective clothing and boots.
- Safety equipment (vest, hard hat, confined space entry equipment).
- Communication equipment.
- Operation and Maintenance Manual for the site including stormwater management facility location maps.
- Clipboard.
- Stormwater Facility Maintenance Inspection Forms (See Appendix D).
- Manhole Lid Remover
- Shovel.

Some of the items identified above need not be carried by the inspector (manhole lid remover, shovel, and confined space entry equipment). However, this equipment should be available in the vehicle driven to the site.

VII. Inspecting Stormwater Management Facilities

The quality of stormwater entering the waters of the state relies heavily on the proper operation and maintenance of permanent best management practices. Stormwater management facilities must be periodically inspected to ensure that they function as designed. The inspection will determine the appropriate maintenance that is required for the facility.

A. Inspection Procedures

All stormwater management facilities are required to be inspected by a qualified individual at a minimum of once per year. Inspections should follow the inspection guidance found in the SOP for the specific type of facility. (Appendix C of this manual).

B. Inspection Report

The person(s) conducting the inspection activities shall complete the appropriate inspection report for the specific facility. Inspection reports are located in Appendix D.

The following information explains how to fill out the Inspection Forms:

General Information

This section identifies the facility location, person conducting the inspection, the date and time the facility was inspected, and approximate days since the last rainfall. Property classification is identified as single-family residential, multi-family residential, commercial, or other.

The reason for the inspection is also identified on the form depending on the nature of the inspection. All facilities should be inspected on an annual basis at a minimum. In addition, all facilities should be inspected after a significant precipitation event to ensure the facility is draining appropriately and to identify any damage that occurred as a result of the increased runoff.

Inspection Scoring

For each inspection item, a score must be given to identify the urgency of required maintenance. The scoring is as follows:

- 0 = No deficiencies identified.
- 1 = Monitor – Although maintenance may not be required at this time, a potential problem exists that will most likely need to be addressed in the future. This can include items like minor erosion, concrete cracks/spalling, or minor sediment accumulation. This item should be revisited at the next inspection.
- 2 = Routine Maintenance Required – Some inspection items can be addressed through the routine maintenance program (See SOP in appendix A). This can include items like vegetation management or debris/trash removal.
- 3 = Immediate Repair Necessary – This item needs immediate attention because failure is imminent or has already occurred. This could include items such as structural failure of a feature (outlet works, forebay, etc), significant erosion, or significant sediment accumulation. This score should be given to an item that can significantly affect the function of the facility.
- N/A This is checked by an item that may not exist in a facility. Not all facilities have all of the features identified on the form (forebay, micro-pool, etc.).

Inspection Summary/Additional Comments

Additional explanations to inspection items, and observations about the facility not covered by the form, are recorded in this section.

Overall Facility Rating

An overall rating must be given for each facility inspected. The overall facility rating should correspond with the highest score (0, 1, 2, 3) given to any feature on the inspection form.

C. Verification of Inspection and Form Submittal

The Stormwater Management Facility Inspection Form provides a record of inspection of the facility. Inspection Forms for each facility type are provided in Appendix D. Verification of the inspection of the stormwater facilities, the facility inspection form(s), and Inspector Qualifications shall be provided to EPC on an annual basis. The verification and the inspection form(s) shall be reviewed and submitted by the property owner or property manager.

Refer to Section II of this Manual regarding the annual reporting of inspections.

VIII. Maintaining Stormwater Management Facilities

Stormwater management facilities must be properly maintained to ensure that they operate correctly and provide the water quality treatment for which they were designed. Routine maintenance performed on a frequently scheduled basis, can help avoid more costly rehabilitative maintenance that results when facilities are not adequately maintained.

A. Maintenance Categories

Stormwater management facility maintenance programs are separated into three broad categories of work. These categories are based largely on the Urban Drainage and Flood Control District's Maintenance Program for regional drainage facilities. The categories are separated based upon the magnitude and type of the maintenance activities performed. A description of each category follows:

Routine Work

The majority of this work consists of scheduled mowings and trash and debris pickups for stormwater management facilities during the growing season. This includes items such as the removal of debris/material that may be clogging the outlet structure well screens and trash racks. It also includes activities such as weed control, mosquito treatment, and algae treatment. These activities normally will be performed numerous times during the year. These items can be completed without any prior

correspondence with EPC; however, completed inspection and maintenance forms shall be submitted to EPC for each inspection and maintenance activity.

Restoration Work

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

Rehabilitation Work

This work consists of large-scale maintenance and major improvements needed to address failures within the stormwater management facilities. This work requires consultation with EPC and may require an engineering design with construction plans to be prepared for review and approval. This work may also require more specialized maintenance equipment, surveying, construction permits or assistance through private contractors and consultants. These items require prior correspondence with EPC and require that completed maintenance forms be submitted to EPC for each maintenance activity.

B. Maintenance Personnel

Maintenance personnel must be qualified to properly maintain stormwater management facilities. Inadequately trained personnel can cause additional problems resulting in additional maintenance costs.

C. Maintenance Forms

The Stormwater Management Facility Maintenance Form provides a record of maintenance activities. Maintenance Forms for each facility type are provided in Appendix E. Maintenance Forms shall be completed by the contractor completing the required maintenance items. The form shall then be reviewed by the property owner or an authorized agent of the property owner and submitted on an annual basis to the Southeast Metro Stormwater Authority.

Refer to Section II of this Manual regarding the annual reporting of inspections and maintenance activities performed.

APPENDIX A

**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 BRADLEY POINT, LLC (Owner and Developer). 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/land use to be known as Bradley Point Filing No. 1; 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/land use on Developer’s promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices (“BMPs”) for the subdivision/land use; 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/land use one (1) 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 operate, clean, maintain and repair such detention basin/BMP(s); and

I. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that is or will be platted as Lot 2, 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 duties of constructing, operating, maintaining and repairing 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 property owners 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 property owners 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/land use due to the Developer/Owner’s failure to meet its obligations to do the same; and

M. WHEREAS, the County conditions approval of this subdivision/land use on the Developer’s promise to so construct the detention basin/BMP(s), and conditions approval on the Owner’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/land use approval on the Developer’s promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Developer/Owner’s promises contained herein; and

O. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this subdivision/land use upon the Developer’s grant herein of a perpetual Easement over a portion of the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s); and

Agreement

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

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

2. Covenants Running with the Land: Developer/Owner 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, its successors and assigns.

3. Construction: Developer shall construct on that portion of the Property described in [Exhibit B](#) attached hereto and incorporated herein by this reference, **one (1)** detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the PCD. 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. In cases where a subdivision is not required, the one year period will commence to run on the date the Erosion and Stormwater Quality Control Permit (ESQCP) is issued. Rough grading of the detention basin/BMP(s) must be completed and inspected by the El Paso County Planning and Community Development Department prior to commencing road construction.

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project, and shall have the right to seek reimbursement from the Developer/Owner and its successors and assigns, for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the Provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

4. Maintenance: The Developer/Owner agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), and otherwise keep the same in good repair, all at its 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/Owner hereby grants 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/Owner and its successors and assigns, 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/Owner agrees and covenants, for itself, its successors and assigns, that it 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.

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

8. Contingencies of Land Use/Land Disturbance Approval: Developer/Owner's execution of this Agreement is a condition of land use/land disturbance approval.

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

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer/Owner agrees, for itself, its successors and assigns, that it 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 its intentional or negligent acts, errors or omissions or that of its 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.

11. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.

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

IN WITNESS WHEREOF, the Parties affix their signatures below.

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

Bradley Point, LLC

By: _____

Stephen J. Schnurr, Owner

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, _____, _____

Witness my hand and official seal.

My commission expires: _____

Notary Public

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

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, Executive Director of El Paso County Planning and Community Development Department.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

Exhibit A



212 N Wahsatch Ave, Ste 305
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

**BRADLEY POINT FILING NO. 1
FINAL PLAT LEGAL DESCRIPTION**

BASIS OF BEARINGS: A PORTION OF THE EASTERLY RIGHT-OF-WAY OF HIGHWAY 85/87 (EAST LAS VEGAS STREET) BEING MONUMENTED AT THE SOUTHEAST WITH A NO. 5 REBAR WITH AN ORANGE PLASTIC CAP STAMPED "PLS 25955" AND AT THE NORTHWEST WITH A NO. 5 REBAR WITH AN ORANGE PLASTIC CAP STAMPED "PLS 25965", AND BEARS N40°50'47"W A DISTANCE OF 486.58 FEET.

LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 3, T15S, R66W OF THE 6TH P.M., EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1, "ROCKY MOUNTAIN MATERIALS AND ASPHALT EXEMPTION PLAT MAP" AS RECORDED UNDER RECEPTION NO. 211713132 IN THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE N49°09'00"E ALONG THE SOUTHERLY LINE THEREOF 363.30 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE S36°35'31"E A DISTANCE OF 762.98 FEET;

THENCE S36°32'54"E A DISTANCE OF 609.95 FEET;

THENCE S48°15'16"W A DISTANCE OF 256.33 FEET TO A POINT ON AFORESAID EASTERLY RIGHT-OF-WAY OF HIGHWAY 85/87;

THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES;

- 1) THENCE N40°49'47"W A DISTANCE OF 823.77 FEET;
- 2) THENCE N89°57'24"W A DISTANCE OF 6.60 FEET;
- 3) THENCE N40°47'37"W A DISTANCE OF 58.44 FEET;
- 4) THENCE N40°50'47"W A DISTANCE OF 486.58 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 424,094 SQUARE FEET (9.736 ACRES, MORE OR LESS).

PREPARED BY:

VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC

DATE

Exhibit B

A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 3,
T15S, R66W, OF THE 6TH P.M., EL PASO COUNTY, COLORADO

THAT BRADLEY POINT, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 3, T15S, R66W OF THE 6TH P.M., EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS;

SAID DESCRIBED PARCEL CONTAINS 424,094 SQUARE FEET (9.736 ACRES, MORE OR LESS).

THE UNDERSIGNED OWNER HAS CAUSED SAID PARCEL TO BE PLATTED INTO LOTS, A TRACT, AND EASEMENTS, AS SHOWN ON THE PLAT. THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO EL PASO COUNTY COLORADO THOSE PUBLIC EASEMENTS AS SHOWN ON THE PLAT. THE FURTHER RESTRICTION THE USE OF ANY SUCH PUBLIC EASEMENTS TO EL PASO COUNTY AND/OR ITS DESIGNEES, PROVIDED HOWEVER THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN EL PASO COUNTY. THIS PARCEL OF LAND AS PLATTED HEREIN SHALL BE KNOWN AS "BRADLEY POINT FILING NO. 1", IN EL PASO COUNTY, COLORADO.

BY: _____
STEPHEN J. SCHNURR, FOR AND ON BEHALF OF BRADLEY POINT,
LLC, A COLORADO LIMITED LIABILITY COMPANY

[illegible]

THE ABOVE AND AFOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, A.D. BY STEPHEN J. SCHNURR, FOR AND ON BEHALF OF BRADLEY POINT, LLC, A COLORADO LIMITED LIABILITY COMPANY

NOTARY PUBLIC: _____

EASEMENTS ARE AS SHOWN ON SHEET 2 OF 2 OF THIS PLAT.
ADDITIONAL SEVEN (7) FOOT DRAINAGE AND PUBLIC UTILITY EASEMENT ALONG THE
NORTHERLY AND EASTERLY LINES OF LOT 1.

ALL EASEMENTS THAT ARE DEDICATED HEREON FOR PUBLIC UTILITY PURPOSES SHALL BE SUBJECT TO THOSE TERMS AND CONDITIONS AS SPECIFIED IN THE INSTRUMENT RECORDED AT RECEPTION NO. 212112548 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

ALL OTHER EASEMENTS OR INTERESTS OF RECORD AFFECTING ANY OF THE PLATTED PROPERTY DEPICTED HEREON SHALL NOT BE AFFECTED AND SHALL REMAIN IN FULL FORCE AND EFFECT.

xviii. (TC#25) EASEMENT AND/OR RIGHT OF WAY OF ACADEMY BOULEVARD OVERPASS AS THE SAME MAY BE FOUND TO CROSS THE SUBJECT PROPERTY. (NOT WITHIN PROPERTY BOUNDARY; DOES NOT AFFECT)

- THE ADDRESSES EMBODIED ON THIS PLAN ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
5. NO DRIVEWAY SHALL BE ESTABLISHED UNLESS AN ACCESS PERMIT HAS BEEN GRANTED BY CDOT.
6. ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGH THEIR PROPERTY. PUBLIC DRAINAGE EASEMENTS AS SPECIFICALLY NOTED ON THE PLAT SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS UNLESS OTHERWISE INDICATED. STRUCTURES, FENCES, MATERIALS, OR LANDSCAPING THAT COULD IMPEDE THE FLOW OF RUNOFF SHALL NOT BE PLACED IN DRAINAGE EASEMENT.
7. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED IN ASSOCIATION WITH THE FINAL PLAT FOR THIS SUBDIVISION AND ARE ON FILE AT THE COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT: SOIL AND GEOLOGICAL CONDITIONS REPORT; TRANSPORTATION IMPACT STUDY; DRAINAGE REPORT.
8. THE INDIVIDUAL LOT PURCHASER(S) SHALL BE RESPONSIBLE FOR FINAL DESIGN, CONSTRUCTION, AND MAINTENANCE OF PRIVATE DETENTION POND/WATER QUALITY BMP(S) AS DESCRIBED IN THE APPROVED PRELIMINARY/FINAL DRAINAGE REPORT FOR THIS SUBDIVISION. FINAL DESIGN, CONSTRUCTION DRAWINGS AND DRAINAGE REPORT UPDATES FOR THE DETENTION POND/WATER QUALITY BMP(S) SERVING EACH LOT SHALL BE PROVIDED WITH SITE DEVELOPMENT PLAN SUBMITTALS. THE DETENTION POND/WATER QUALITY BMP(S) SHALL BE CONSTRUCTED AND COMPLETED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS FOR THE SUBJECT LOTS. THE SUBDIVISION DEVELOPER IS RESPONSIBLE FOR PROVIDING FINANCIAL ASSURANCES AS INDICATED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT AND ESTIMATE OF GUARANTEED FUNDS FOR ALL DETENTION PONDS/WATER QUALITY BMP(S). ALL DETENTION PONDS/WATER QUALITY BMP(S) SHALL BE CONSTRUCTED PRIOR TO THE RELEASE OF SAID FINANCIAL ASSURANCES.
- INDIVIDUAL LOT PURCHASERS SHALL ENTER INTO A PRIVATE DETENTION BASIN / STORMWATER QUALITY BMP MAINTENANCE AGREEMENT AND EASEMENT ("AGREEMENT") PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS FOR THE SUBJECT LOTS. IN THE CASE THAT THE DEVELOPER CONSTRUCTS THE DETENTION POND(S), THE DEVELOPER SHALL ENTER INTO AN AGREEMENT FOR EACH POND CONSTRUCTED.
9. "SOIL, GEOLOGY, AND GEOLOGIC HAZARD STUDY, BRADLEY POINT FILING NO. 1, PARCEL NOS. 65034-00-038 AND 65034-00-040, EL PASO COUNTY, COLORADO", WAS COMPLETED BY ENTECH ENGINEERING, INC., DATED JANUARY 22, 2021. AREAS OF ARTIFICIAL FILL WERE OBSERVED THAT MAY IMPOSE CONSTRAINTS ON DEVELOPMENT AND LAND USE. MITIGATION MEASURES PERTAINING TO USE AND DEVELOPMENT CAN BE FOUND IN GREATER DETAIL WITHIN THE REPORT.
10. BRADLEY POINT FILING NO. 1 IS A DRY SUBDIVISION AND AS SUCH USES ARE LIMITED TO THOSE THAT DO NOT USE WATER. ANY PROPOSAL TO USE WATER WILL REQUIRE THAT A FINDING OF WATER SUFFICIENCY BE MADE.



VERNON P. TAYLOR, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON DATE OF SURVEY, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON. THAT MATERIAL CLOSURE ERRORS ARE LESS THAN 1/10,000 - AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISION, OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE EL PASO COUNTY LAND DEVELOPMENT CODE.

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

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

THIS THIS PLAT FOR "BRADLEY POINT FILING NO. 1" WAS APPROVED FOR FILING BY THE EL PASO COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS ON THE _____ DAY OF _____, 2021, SUBJECT TO ANY NOTES SPECIFIED HEREON AND ANY CONDITIONS INCLUDED IN THE RESOLUTION OF APPROVAL.

CHAIR, BOARD OF COUNTY COMMISSIONERS

DATE

PIKES PEAK REGIONAL BUILDING ENUMERATIONS APPROVAL PROVIDED BY EMAIL DATED _____ AND RECORDED IN THE EL PASO COUNTY CLERK AND RECORDER RECORDS AT RECEPTION NUMBER _____.

EL PASO COUNTY ASSESSOR

DATE

STATE OF COLORADO)
COUNTY OF EL PASO) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK __, THIS _____ DAY OF _____ 2021, A.D., AND DULY RECORDED UNDER RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

FEE: _____ CHUCK BROERMAN, RECORDER

SURCHARGE: _____ BY: _____
DEPUTY

DRAINAGE FEE: _____

BRIDGE FEE: _____

SCHOOL FEE: _____

PARK FEE: _____

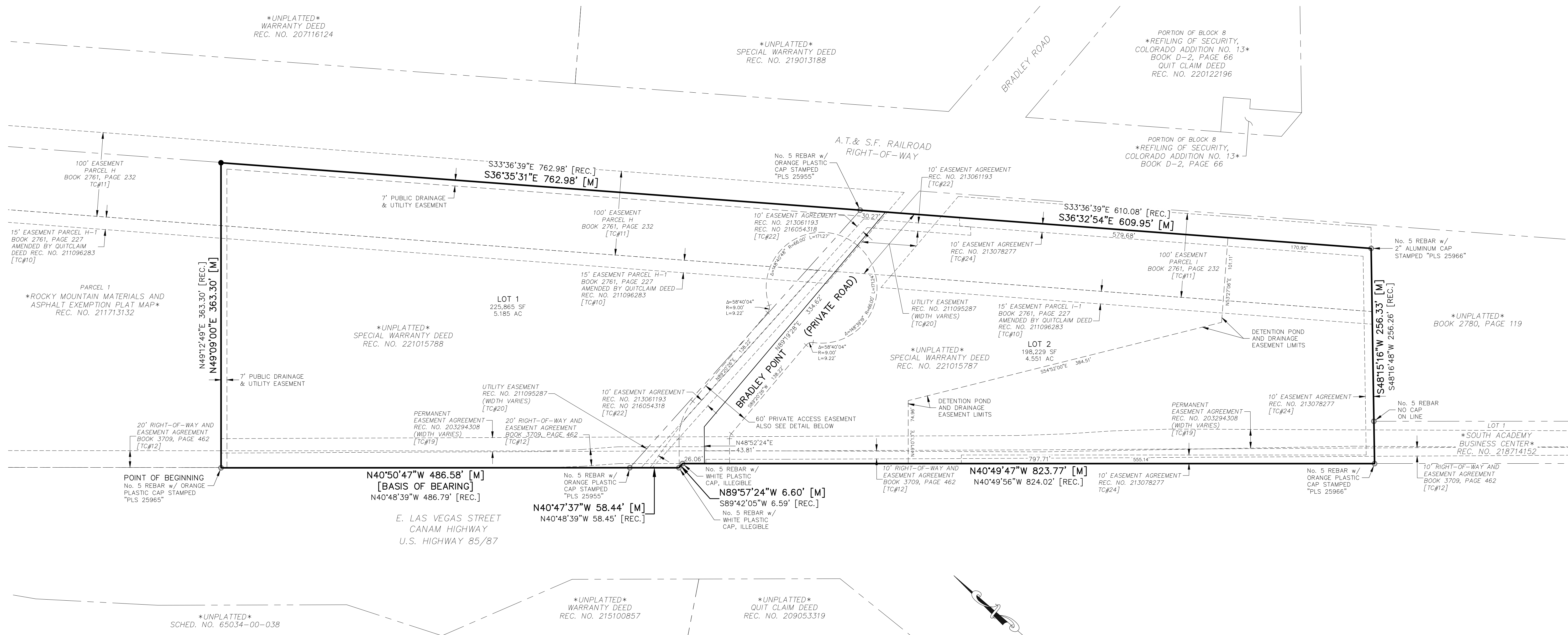
FINAL PLAT
BRADLEY POINT FILING NO. 1
JOB NO. 70-074
DATE PREPARED: 01/29/2021
DATE REVISED: 05/27/2021



212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

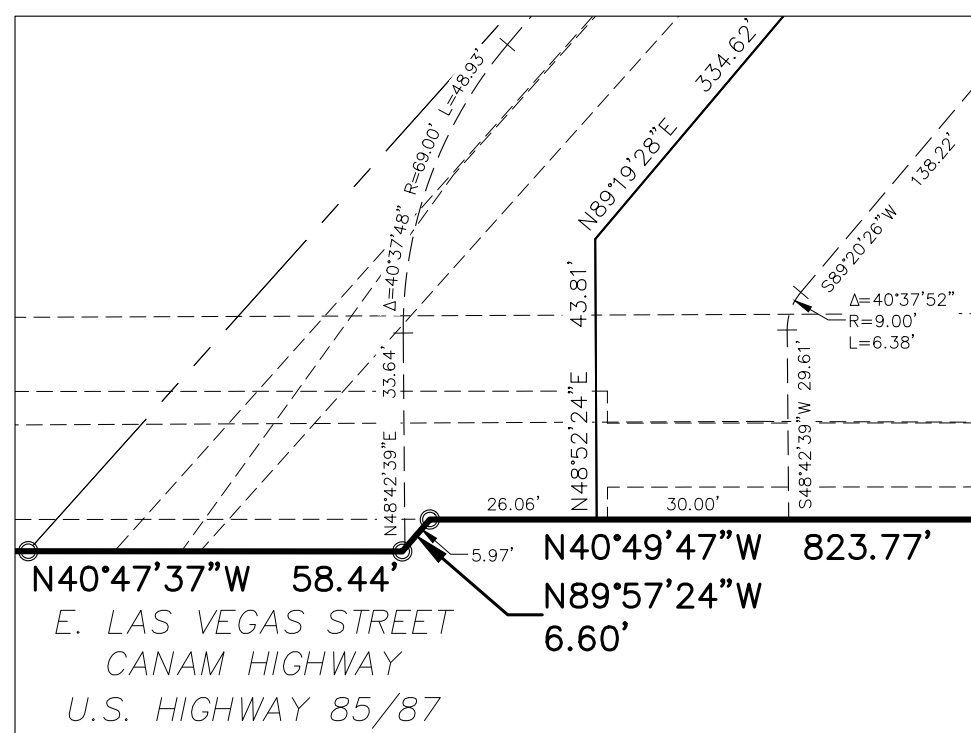
BRADLEY POINT FILING NO. 1

A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 3,
T15S, R66W, OF THE 6TH P.M., EL PASO COUNTY, COLORADO

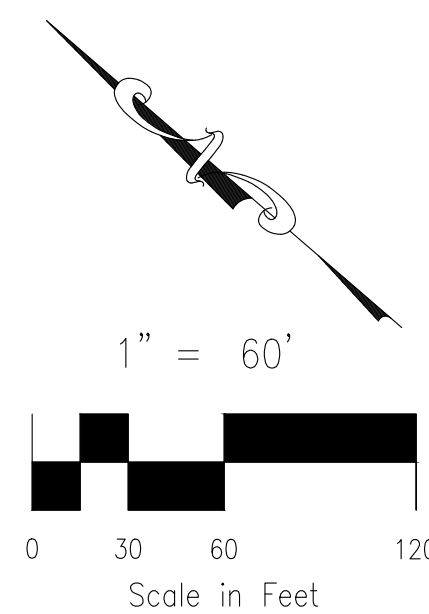


LEGEND:

- SF SQUARE FEET
(xxxx) ADDRESS
● SET ORANGE PLASTIC SURVEYORS CAP ON No 5 REBAR, CAP IS STAMPED "M&S CIVIL PLS 25966", FLUSH WITH GROUND, UNLESS NOTED OTHERWISE
○ FOUND ORANGE PLASTIC SURVEYORS CAP ON No 5 REBAR, CAP IS STAMPED "PLS 25966", FLUSH WITH GROUND, UNLESS NOTED OTHERWISE
— BOUNDARY LINE
— PROPERTY LINE
- - - - - EASEMENT LINE
- - - - - ADJACENT PROPERTY LINE
- - - - - EXISTING RIGHT OF WAY LINE
- - - - - EXISTING EASEMENT
NOT A PART PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION



PRIVATE ACCESS
EASEMENT DETAIL
SEE ABOVE
SCALE: 1" = 30'



FINAL PLAT
BRADLEY POINT FILING NO. 1
JOB NO. 70-074
DATE PREPARED: 01/29/2021
DATE REVISED: 05/27/2021



212 N. WAHATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

PCD FIL. NO. SF-21-002

SHEET 2 OF 2

APPENDIX B

Appendix B

General Location and Description of Stormwater Management Facilities

A. General Site Description

Bradley Point Filing No. 1 14 is a 9.74 acre site consisting of a materials storage yard. The site is located north of the Highway 85/87 and South Academy Boulevard intersection in El Paso County. The parcel is bound to the northeast by a railroad, northwest by a similar material storage site, and southeast by vacant land, and southwest by U.S. Highway 85/87. Drainage is directed south and southeast to a proposed Extended Detention Basin (EDB), Pond 1, and subsequently east to the railroad ditch.

Pond 1 is located within the Bradley Point Filing No. 1 subdivision. Improvements to the Pond 1 will be required per the development of Bradley Point Filing No. 1.

B. General Stormwater Management Description

All of the stormwater is conveyed via overland and swale flow to a single extended detention basin located near the southwest boundary of the site that provides 100 year storage and water quality treatment for surface runoff. Flows from the extended detention basins are naturally conveyed to the railroad ditch to the east via an 18" ADS culvert. The facility is owned and maintained by the Bradley Point Filing No. 1.

C. Stormwater Facilities Site Plan

Inspection or maintenance personnel may utilize the Stormwater Facilities Map located in Appendix G for locating the stormwater facilities within this development.

D. On-Site Stormwater Management Facilities

Volume Reduction Facilities

Pond 1 submitted for Bradley Point Filing No. 1- contains a full spectrum detention facility (EDB) which will reduce the peak flow from 2.8 cfs peak inflow to 2.6 peak outflow. The site utilizes Level I MDCIA – More impervious base material drains to a grass swale, then to the FSD pond. The grass swale keeps flows low and shallow, facilitating sedimentation. Approx. 2.12 acres of proposed land (pervious surface) within the project has been set aside for an EDB facility.

Storage Facilities (Detention)

Pond 1 submitted for Bradley Point Filing No. 1- contains a full spectrum detention facility (EDB) which will store the 100 year volume of 0.517 ac-ft.

Water Quality Facilities

Pond 1 submitted for Bradley Point Filing No. 1- Full Spectrum Detention Facility contains an Extended Detention Basin (EDB) for water quality. The EDB has been

designed and shall be constructed as follows.

WQCV Provided=	0.120 ac-ft
EURV Provided=	0.330 ac-ft
Q100 Volume Provided=	0.517 ac-ft
Q5 Release Proposed=	0.1 cfs
Q100 Release Proposed=	2.6 cfs

Overflow Spillway Elevation	5781.33
Embankment Elevation	5783.00
Pond Outlet Elevation	5777.73
Bottom of Pond Surface	5778.58

Flows from Pond 1 are routed via an existing 18" RCP pipe and outlet onto an existing riprap pad and existing railroad ditch tributary to the Fountain Creek receiving waters. The proposed low tail water riprap basin design is adequate and will dissipate energy and prevent local scour at the outlet.

Source Control Best Management Practices

Proposed construction BMP's (silt fence, vehicle tracking, straw bale barriers, erosion control fabric and extended detention facility) will capture any sedimentation caused by construction before it can make it into the existing downstream tributaries. The water quality method meets the intent of treating impervious areas, based on the guidelines as set forth in the City of Colorado Springs/El Paso County Drainage Criteria Manual – Volume II.

APPENDIX C

Standard Operation Procedures for Inspection and Maintenance

Extended Detention Basins (EDBs)

May 2021

TABLE OF CONTENTS

EDB-1 BACKGROUND.....	3
EDB-2 INSPECTING EXTENDED DETENTION BASINS (EDBS)	3
EDB-2.1 ACCESS AND EASEMENTS.....	3
EDB-2.2 STORMWATER MANAGEMENT FACILITIES LOCATIONS.....	3
EDB-2.3 EXTENDED DETENTION BASIN (EDB) FEATURES	3
EDB-2.3.1 Inflow Points	4
EDB-2.3.2 Forebay	5
EDB-2.3.3 Trickle Channel (Low-Flow)	6
EDB-2.3.4 Bottom Stage	7
EDB-2.3.5 Micropool	8
EDB-2.3.6 Outlet Works.....	9
EDB-2.3.7 Emergency Spillway	10
EDB-2.3.8 Upper Stage (Dry Storage)	11
EDB-2.3.9 Miscellaneous	12
EDB-2.4 INSPECTION FORMS	13
EDB-3 MAINTAINING EXTENDED DETENTION BASINS (EDBS).....	13
EDB-3.1 MAINTENANCE PERSONNEL	13
EDB-3.2 EQUIPMENT	13
EDB-3.3 SAFETY.....	14
EDB-3.4 MAINTENANCE FORMS.....	15
EDB-3.5 MAINTENANCE CATEGORIES AND ACTIVITIES.....	15
EDB-3.6 ROUTINE MAINTENANCE ACTIVITIES	15
EDB-3.6.1 Mowing	16
EDB-3.6.2 Trash/Debris Removal	16
EDB-3.6.3 Outlet Works Cleaning.....	16
EDB-3.6.4 Weed Control.....	17
EDB-3.6.5 Mosquito/Algae Treatment.....	17
EDB-3.7 Minor Maintenance Activities	17
EDB-3.7.1 Sediment Removal	18
EDB-3.7.2 Erosion Repair	18
EDB-3.7.3 Vegetation Removal/Tree Thinning	19
EDB-3.7.4 Clearing Drains/Jet-Vac.....	19
EDB-3.8 MAJOR MAINTENANCE ACTIVITIES.....	19
EDB-3.8.1 Major Sediment Removal	20
EDB-3.8.2 Major Erosion Repair	20
EDB-3.8.3 Structural Repair.....	21

EDB-1 BACKGROUND

Extended Detention Basins (EDBs) are one of the most common types of Stormwater Management Facilities utilized within the Front Range of Colorado. An EDB is a sedimentation basin designed to “extend” the runoff detention time, but to drain completely dry sometime after stormwater runoff ends. The EDB’s drain time for the water quality portion of the facility is typically 40 hours. The basins are considered to be “dry” because the majority of the basin is designed not to have a significant permanent pool of water remaining between runoff events.

EDBs are an adaptation of a detention basin used for flood control, with the primary difference is the addition of forebays, micropools and a slow release outlet design. Forebays are shallow concrete “pans” located at the inflow point to the basin and are provided to facilitate sediment removal within a contained area prior to releasing into the pond. These forebays collect and briefly hold stormwater runoff resulting in a process called sedimentation, dropping sediment out of the stormwater. The stormwater is then routed from the forebay into the concrete trickle channel and upper basin, the large grassy portion of the basin. The EDB uses a much smaller outlet that extends the emptying time of the more frequently occurring runoff events to facilitate pollutant removal. An EDB should have a small micropool just upstream of the outlet. This micropool is designed to hold a small amount of water to keep sediment and floatables from blocking the outlet orifices.

EDB-2 INSPECTING EXTENDED DETENTION BASINS (EDBs)

EDB-2.1 Access and Easements

Inspection or maintenance personnel may utilize the stormwater facility map located in Appendix G containing the location(s) of the access points and maintenance easements of the EDB(s) within this development.

EDB-2.2 Stormwater Management Facilities Locations

Inspection or maintenance personnel may utilize the stormwater facility map located in Appendix G containing the location(s) of the EDB(s) within this development.

EDB-2.3 Extended Detention Basin (EDB) Features

EDBs have a number of features that are designed to serve a particular function. Many times the proper function of one feature depends on another. For example, if a forebay is not properly maintained, it could negatively affect the performance of a feature downstream (trickle channel, micropool, etc.). Therefore, it is critical that each feature of the EDB is properly inspected and

maintained to ensure that the overall facility functions as it was intended. Below is a list and description of the most common features within an EDB and the corresponding maintenance inspection items that can be anticipated:

**Table EDB-1
Typical Inspection & Maintenance Requirements Matrix**

EDB Features	Sediment Removal	Mowing/ Weed control	Trash & Debris Removal	Erosion	Overgrown Vegetation Removal	Standing Water (mosquito/ algae control)	Structure Repair
Inflow Points (outfalls)	X		X				X
Forebay	X		X				X
Low-flow channel	X		X	X	X		X
Bottom Stage	X	X	X	X	X	X	
Micropool	X		X		X	X	X
Outlet Works	X		X				X
Emergency Spillway			X	X	X		X
Upper Stage			X	X			
Embankment		X		X	X		

EDB-2.3.1 Inflow Points

Inflow Points or Outfalls into EDBs are the point source of the stormwater discharge into the facility. An inflow point is commonly a storm sewer pipe with a flared end section that discharges into the EDB. In some instances, an inflow point could be a drainage channel or ditch that flows into the facility.

An energy dissipater (riprap or hard armor protection) is typically immediately downstream of the discharge point into the EDB to protect from erosion. In some cases, the storm sewer outfall can have a toe-wall or cut-off wall immediately below the structure to prevent undercutting of the outfall from erosion.

The typical maintenance items that are found with inflow points are as follows:

a. Riprap Displaced – Many times, because the repeated impact/force of water, the riprap can shift and settle. If any portion of the riprap apron appears to have settled, soil is present between the riprap, or the riprap has shifted, maintenance may be required to ensure future erosion is prevented.

b. Erosion Present/Outfall Undercut – In some situations, the energy dissipater may not have been sized, constructed, or maintained appropriately and erosion has occurred. Any erosion within the vicinity of the inflow point will require maintenance to prevent damage to the structure(s) and sediment transport within the facility.

c. Sediment Accumulation – Because of the turbulence in the water created by the energy dissipater, sediment often deposits immediately downstream of the inflow point. To prevent a loss in hydraulic performance of the upstream infrastructure, sediment that accumulates in this area must be removed in a timely manner.

d. Structural Damage – Structural damage can occur at anytime during the life of the facility. Typically, for an inflow, the structural damage occurs to the pipe flared end section (concrete or steel). Structural damage can lead to additional operating problems with the facility, including loss of hydraulic performance.

e. Woody Growth/Weeds Present – Undesirable vegetation can grow in and around the inflow area to an EDB that can significantly affect the performance of the drainage facilities discharging into the facility. This type of vegetation includes trees (typically cottonwoods) and dense areas of shrubs (willows). If woody vegetation is not routinely mowed/removed, the growth can cause debris/sediment to accumulate, resulting in blockage of the discharge. Also, tree roots can cause damage to the structural components of the inflow. Routine maintenance is essential for trees (removing a small tree/sapling is much cheaper and “quieter” than a mature tree). In addition, noxious weeds growing in the facility can result in the loss of desirable native vegetation and impact adjacent open spaces/land.

EDB-2.3.2 Forebay

A forebay is a solid surface (pad), typically constructed of concrete, immediately downstream of the inflow point. The forebay is designed to capture larger particles and trash to prevent them from entering the main portion of the EDB. The solid surface is designed to facilitate mechanical sediment removal (skid steer). The forebay typically includes a small diameter discharge pipe or v-notch weir on the downstream end and designed to drain the forebay in a specified period of time to promote sedimentation. The forebays vary in size and depth depending on the design and site constraints.

The typical maintenance items that are found with forebays are as follows:

a. Sediment/Debris Accumulation – Because this feature of the EDB is designed to provide the initial sedimentation, debris and sediment frequently accumulate in this area. If the sediment and debris is not removed from the forebay on a regular basis, it can significantly affect the function of other features within the EDB. Routine sediment removal from the forebay can **significantly** reduce the need for dredging of the main portion of the EDB using specialized equipment (long reach excavators). Routine removal of sediment from the forebay can **substantially** decrease the long-term sediment removal costs of an EDB.

b. Concrete Cracking/Failing – The forebay is primarily constructed of concrete, which cracks, spalls, and settles. Damage to the forebay can result in decreased performance and impact maintenance efforts.

c. Drain Pipe/Weir Clogged – Many times the drainpipe or weir can be clogged with debris, and prevent the forebay from draining properly. If standing water is present in the forebay (and there is not a base flow), the forebay is most likely not draining properly. This can result in a decrease in performance and create potential nuisances with stagnant water (mosquitoes).

d. Weir/Drain Pipe Damaged – Routine maintenance activities, vandalism, or age may cause the weir or drain pipe in the forebay to become damaged. Weirs are typically constructed of concrete, which cracks and spalls. The drainpipe is typically smaller in diameter and constructed with plastic, which can fracture.

EDB-2.3.3 Trickle Channel (Low-Flow)

The trickle channel conveys stormwater from the forebay to the micro-pool of the EDB. The trickle channel is typically made of concrete. However, grass lined (riprap sides protected) is also common and can provide for an additional means of water quality within the EDB. The trickle channel is typically 6-9 inches in depth and can vary in width.

The typical maintenance items that are found with trickle channels are as follows:

a. Sediment/Debris Accumulation – Trickle channels are typically designed with a relatively flat slope that can promote sedimentation and the collection of debris. Also, if a trickle channel is grass lined it can accumulate sediment and debris at a much quicker rate. Routine removal of accumulated sediment and debris is essential in preventing

flows from circumventing the trickle channel and affecting the dry storage portion of the pond.

b. Concrete/Riprap Damage – Concrete can crack, spall, and settle and must be repaired to ensure proper function of the trickle channel. Riprap can also shift over time and must be replaced/repared as necessary.

c. Woody Growth/Weeds Present – Because of the constant moisture in the area surrounding the trickle channel, woody growth (cottonwoods/willows) can become a problem. Trees and dense shrub type vegetation can affect the capacity of the trickle channel and can allow flows to circumvent the feature.

d. Erosion Outside of Channel – In larger precipitation events, the trickle channel capacity will likely be exceeded. This can result in erosion immediately adjacent to the trickle channel and must be repaired to prevent further damage to the structural components of the EDB.

EDB-2.3.4 Bottom Stage

The bottom stage is at least 1.0 to 2.0 feet deeper than the upper stage and is located in front of the outlet works structure. The bottom stage is designed to store the smaller runoff events, assists in keeping the majority of the basin bottom dry resulting in easier maintenance operations, and enhances the facilities pollutant removal capabilities. This area of the EDB may develop wetland vegetation.

The typical maintenance items that are found with the bottom stage are as follows:

a. Sediment/Debris Accumulation – The micro-pool can frequently accumulate sediment and debris. This material must be removed to maintain pond volume and proper function of the outlet structure.

b. Woody Growth/Weeds Present - Because of the constant moisture in the soil surrounding the micro-pool, woody growth (cottonwoods/willows) can create operational problems for the EDB. If woody vegetation is not routinely mowed/removed, the growth can cause debris/sediment to accumulate outside of the micro-pool, which can cause problems with other EDB features. Also, tree roots can cause damage to the structural components of the outlet works. Routine management is essential for trees (removing a small tree/sapling is much cheaper and “quieter” than a mature tree).

c. Bank Erosion – The micro-pool is usually a couple feet deeper than the other areas of the ponds. Erosion can be caused by water dropping into the micro-pool if adequate protection/armor is not present. Erosion in this area must be mitigated to prevent sediment transport and other EDB feature damage.

d. Mosquitoes/Algae Treatment – Nuisance created by stagnant water can result from improper maintenance/treatment of the micro-pool. Mosquito larvae can be laid by adult mosquitoes within the permanent pool. Also, aquatic vegetation that grows in shallow pools of water can decompose causing foul odors. Chemical/mechanical treatment of the micro-pool may be necessary to reduce these impacts to adjacent homeowners.

e. Petroleum/Chemical Sheen – Many indicators of illicit discharges into the storm sewer systems will be present in the micro-pool area of the EDB. These indicators can include sheens, odors, discolored soil, and dead vegetation. If it is suspected that an illicit discharge has occurred, contact the supervisor immediately. Proper removal/mitigation of contaminated soils and water in the EDB is necessary to minimize any environmental impacts downstream.

EDB-2.3.5 Micro-pool

The micro-pool is a concrete or grouted boulder walled structure directly in front of the outlet works. At a minimum, the micropool is 2.5 feet deep and is designed to hold water. The micro-pool is critical in the proper function of the EDB; it allows suspended sediment to be deposited at the bottom of the micro-pool and prevents these sediments from being deposited in front of the outlet works causing clogging of the outlet structure, which results in marshy areas within the top and bottom stages.

The typical maintenance items that are found with micro-pools are as follows:

a. Sediment/Debris Accumulation – The micro-pool can frequently accumulate sediment and debris. This material must be removed to maintain pond volume and proper function of the outlet structure.

b. Woody Growth/Weeds Present - Because of the constant moisture in the soil surrounding the micro-pool, woody growth (cottonwoods/willows) can create operational problems for the EDB. If woody vegetation is not routinely mowed/removed, the growth can cause debris/sediment to accumulate outside of the micro-pool, which can cause problems with other EDB features. Also, tree roots can

cause damage to the structural components of the outlet works. Routine management is essential for trees (removing a small tree/sapling is much cheaper and “quieter” than a mature tree).

c. Mosquitoes/Algae Treatment – Nuisance created by stagnant water can result from improper maintenance/treatment of the micro-pool. Mosquito larvae can be laid by adult mosquitoes within the permanent pool. Also, aquatic vegetation that grows in shallow pools of water can decompose causing foul odors. Chemical/mechanical treatment of the micro-pool may be necessary to reduce these impacts to adjacent homeowners.

d. Petroleum/Chemical Sheen – Many indicators of illicit discharges into the storm sewer systems will be present in the micro-pool area of the EDB. These indicators can include sheens, odors, discolored soil, and dead vegetation. If it is suspected that an illicit discharge has occurred, contact the supervisor immediately. Proper removal/mitigation of contaminated soils and water in the EDB is necessary to minimize any environmental impacts downstream.

EDB-2.3.6 Outlet Works

The outlet works is the feature that drains the EDB in specified quantities and periods of time. The outlet works is typically constructed of reinforced concrete into the embankment of the EDB. The concrete structure typically has steel orifice plates anchored/embedded into it to control stormwater release rates. The larger openings (flood control) on the outlet structure typically have trash racks over them to prevent clogging. The water quality orifice plate (smaller diameter holes) will typically have a well screen covering it to prevent smaller materials from clogging it. The outlet structure is the single most important feature in the EDB operation. Proper inspection and maintenance of the outlet works is essential in ensuring the long-term operation of the EDB.

The typical maintenance items that are found with the outlet works are as follows:

a. Trash Rack/Well Screen Clogged – Floatable material that enters the EDB will most likely make its way to the outlet structure. This material is trapped against the trash racks and well screens on the outlet structure (which is why they are there). This material must be removed on a routine basis to ensure the outlet structure drains in the specified design period.

b. Structural Damage - The outlet structure is primarily constructed of concrete, which can crack, spall, and settle. The steel trash racks and well screens are also susceptible to damage.

c. Orifice Plate Missing/Not Secure – Many times residents, property owners, or maintenance personnel will remove or loosen orifice plates if they believe the pond is not draining properly. Any modification to the orifice plate(s) will significantly affect the designed discharge rates for water quality and/or flood control. Modification of the orifice plates is not allowed without approval from EPC.

d. Manhole Access – Access to the outlet structure is necessary to properly inspect and maintain the facility. If access is difficult or not available to inspect the structure, chances are it will be difficult to maintain as well.

e. Woody Growth/Weeds Present - Because of the constant moisture in the soil surrounding the outlet works, woody growth (cottonwoods/willows) can create operational problems for the EDB. If woody vegetation is not routinely mowed/removed, the growth can cause debris/sediment to accumulate around the outlet works, which can cause problems with other EDB features. Also, tree roots can cause damage to the structural components of the outlet works. Routine management is essential for trees (removing a small tree/sapling is much cheaper and “quieter” than a mature tree).

EDB-2.3.7 Emergency Spillway

An emergency spillway is typical of all EDBs and designed to serve as the overflow in the event the volume of the pond is exceeded. The emergency spillway is typically armored with riprap (or other hard armor) and is sometimes buried with soil. The emergency spillway is typically a weir (notch) in the pond embankment. Proper function of the emergency spillway is essential to ensure flooding does not affect adjacent properties.

The typical maintenance items that are found with emergency spillways are as follows:

a. Riprap Displaced – As mentioned before, the emergency spillway is typically armored with riprap to provide erosion protection. Over the life of an EDB, the riprap may shift or dislodge due to flow.

b. Erosion Present – Although the spillway is typically armored, stormwater flowing through the spillway can cause erosion damage.

Erosion must be repaired to ensure the integrity of the basin embankment, and proper function of the spillway.

c. Woody Growth/Weeds Present – Management of woody vegetation is essential in the proper long-term function of the spillway. Larger trees or dense shrubs can capture larger debris entering the EDB and reduce the capacity of the spillway.

d. Obstruction Debris – The spillway must be cleared of any obstruction (man made or natural) to ensure the proper design capacity.

EDB-2.3.8 Upper Stage (Dry Storage)

The upper stage of the EDB provides the majority of the water quality flood detention volume. This area of the EDB is higher than the micro-pool and typically stays dry, except during storm events. The upper stage is the largest feature/area of the basin. Sometimes, the upper stage can be utilized for park space and other uses in larger EDBs. With proper maintenance of the micro-pool and forebay(s), the upper stage should not experience much sedimentation; however, bottom elevations should be monitored to ensure adequate volume.

The typical maintenance items that are found with upper stages are as follows:

a. Vegetation Sparse – The upper basin is the most visible part of the EDB, and therefore aesthetics is important. Adequate and properly maintained vegetation can greatly increase the overall appearance and acceptance of the EDB by the public. In addition, vegetation can reduce the potential for erosion and subsequent sediment transport to the other areas of the pond.

b. Woody Growth/Undesirable Vegetation – Although some trees and woody vegetation may be acceptable in the upper basin, some thinning of cottonwoods and willows may be necessary. Remember, the basin will have to be dredged to ensure volume, and large trees and shrubs will be difficult to protect during that operation.

c. Standing Water/Boggy Areas – Standing water or boggy areas in the upper stage is typically a sign that some other feature in the pond is not functioning properly. Routine maintenance (mowing, trash removal, etc) can be extremely difficult for the upper stage if the ground is saturated. If this inspection item is checked, make sure you have identified the root cause of the problem.

d. Sediment Accumulation – Although other features within the EDB are designed to capture sediment, the upper storage area will collect sediment over time. Excessive amounts of sedimentation will result in a loss of storage volume. It may be more difficult to determine if this area has accumulated sediment without conducting a field survey.

Below is a list of indicators:

1. Ground adjacent to the trickle channel appears to be several inches higher than concrete/riprap
2. Standing water or boggy areas in upper stage
3. Uneven grades or mounds
4. Micro-pool or Forebay has excessive amounts of sediment

e. Erosion (banks and bottom) – The bottom grades of the dry storage are typically flat enough that erosion should not occur. However, inadequate vegetative cover may result in erosion of the upper stage. Erosion that occurs in the upper stage can result in increased dredging/maintenance of the micro-pool.

f. Trash/Debris – Trash and debris can accumulate in the upper area after large events, or from illegal dumping. Over time, this material can accumulate and clog the EDB outlet works.

g. Maintenance Access – Most EDBs typically have a gravel/concrete maintenance access path to either the upper stage or forebay. This access path should be inspected to ensure the surface is still drivable. Some of the smaller EDBs may not have maintenance access paths; however, the inspector should verify that access is available from adjacent properties.

EDB-2.3.9 Miscellaneous

There are a variety of inspection/maintenance issues that may not be attributed to a single feature within the EDB. This category on the inspection form is for maintenance items that are commonly found in the EDB, but may not be attributed to an individual feature.

a. Encroachment in Easement Area – Private lots/property can sometimes be located very close to the EDBs, even though they are required to be located in tracts with drainage easements. Property owners may place landscaping, trash, fencing, or other items within the easement area that may affect maintenance or the operation of the facility.

b. Graffiti/Vandalism – Damage to the EDB infrastructure can be caused by vandals. If criminal mischief is evident, the inspector should forward this information to the local Sheriff's Office.

c. Public Hazards – Public hazards include items such as vertical drops of greater than 4-feet, containers of unknown/suspicious substances, exposed metal/jagged concrete on structures. **If any hazard is found within the facility area that poses an immediate threat to public safety, contact the local Sheriff at 911 immediately!**

d. Burrowing Animals/Pests – Prairie dogs and other burrowing rodents may cause damage to the EDB features and negatively affect the vegetation within the EDB.

e. Other – Any miscellaneous inspection/maintenance items not contained on the form should be entered here.

EDB-2.4 Inspection Forms

EDB Inspection forms are located in Appendix D. Inspection forms shall be completed by the person(s) conducting the inspection activities. Each form shall be reviewed and submitted by the property owner or property manager to the El Paso County per the requirements of the Operations and Maintenance Manual. These inspection forms shall be kept indefinitely and made available to the El Paso County upon request.

EDB-3 MAINTAINING EXTENDED DETENTION BASINS (EDBS)

EDB-3.1 Maintenance Personnel

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

EDB-3.2 Equipment

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

- 1.) Loppers/Tree Trimming Tools
- 2.) Mowing Tractors
- 3.) Trimmers (extra string)

- 4.) Shovels
- 5.) Rakes
- 6.) All Surface Vehicle (ASVs)
- 7.) Skid Steer
- 8.) Back Hoe
- 9.) Track Hoe/Long Reach Excavator
- 10.) Dump Truck
- 11.) Jet-Vac Machine
- 12.) Engineers Level (laser)
- 13.) Riprap (Minimum - Type M)
- 14.) Filter Fabric
- 15.) Erosion Control Blanket(s)
- 16.) Seed Mix (Native - Foothills)
- 17.) Illicit Discharge Cleanup Kits
- 18.) Trash Bags
- 19.) Tools (wrenches, screw drivers, hammers, etc)
- 20.) Chain Saw
- 21.) Confined Space Entry Equipment
- 22.) Approved Stormwater Facility Operation and Maintenance Manual

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

EDB-3.3 Safety

Vertical drops may be encountered in areas located within and around the facility. Avoid walking on top of retaining walls or other structures that have a significant vertical drop. If a vertical drop is identified within the EDB that is greater than 48" in height, make the appropriate note/comment on the maintenance inspection form.

EDB-3.4 Maintenance Forms

The EDB Maintenance Form provides a record of each maintenance operation performed by maintenance contractors. The EBD Maintenance Form shall be filled out in the field after the completion of the maintenance operation. Each form shall be reviewed and submitted by the property owner or property manager to the El Paso County per the requirements of the Operations and Maintenance Manual. The EDB Maintenance form is located in Appendix E.

EDB-3.5 Maintenance Categories and Activities

A typical EDB Maintenance Program will consist of three broad categories of work. Within each category of work, a variety of maintenance activities can be performed on an EDB. A maintenance activity can be specific to each feature within the EDB, or general to the overall facility. This section of the SOP explains each of the categories and briefly describes the typical maintenance activities for an EDB.

A variety of maintenance activities are typical of EDBs. The maintenance activities range in magnitude from routine trash pickup to the reconstruction of drainage infrastructure. Below is a description of each maintenance activity, the objectives, and frequency of actions:

EDB-3.6 Routine Maintenance Activities

The majority of this work consists of regularly scheduled mowing and trash and debris pickups for stormwater management facilities during the growing season. This includes items such as the removal of debris/material that may be clogging the outlet structure well screens and trash racks. It also includes activities such as includes weed control, mosquito treatment, and algae treatment. These activities normally will be performed numerous times during the year. These items can be completed without any prior correspondence with the El Paso County; however, completed inspection and maintenance forms shall be submitted to the EPC for each inspection and maintenance activity.

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

TABLE – EDB-2

Summary of Routine Maintenance Activities

MAINTENANCE ACTIVITY	MINIMUM FREQUENCY	LOOK FOR:	MAINTENANCE ACTION
Mowing	Twice annually	Excessive grass height/aesthetics	Mow grass to a height of 4" to 6"
Trash/Debris Removal	Twice annually	Trash & debris in EDB	Remove and dispose of trash and debris
Outlet Works Cleaning	As needed - after significant rain events – twice annually min.	Clogged outlet structure; ponding water	Remove and dispose of debris/trash/sediment to allow outlet to function properly
Weed control	Minimum twice annually	Noxious weeds; Unwanted vegetation	Treat w/ herbicide or hand pull; Consult the local weed specialist
Mosquito Treatment	As needed	Standing water/mosquito habitat	Treat w/ EPA approved chemicals
Algae Treatment	As needed	Standing water/ Algal growth/green color	Treat w/ EPA approved chemicals

EDB-3.6.1 Mowing

Occasional mowing is necessary to limit unwanted vegetation and to improve the overall appearance of the EDB. Native vegetation should be mowed to a height of 4-to-6 inches tall. Grass clippings should be collected and disposed of properly.

Frequency – Routine - Minimum of twice annually or depending on aesthetics.

EDB-3.6.2 Trash/Debris Removal

Trash and debris must be removed from the entire EDB area to minimize outlet clogging and to improve aesthetics. This activity must be performed prior to mowing operations.

Frequency – Routine – Prior to mowing operations and minimum of twice annually.

EDB-3.6.3 Outlet Works Cleaning

Debris and other materials can clog the outlet work's well screen, orifice plate(s) and trash rack. This activity must be performed anytime other maintenance activities are conducted to ensure proper operation.

Frequency - Routine – After significant rainfall event or concurrently with other maintenance activities.

EDB-3.6.4 Weed Control

Noxious weeds and other unwanted vegetation must be treated as needed throughout the EDB. This activity can be performed either through mechanical means (mowing/pulling) or with herbicide. Consultation with the local Weed Inspector is highly recommended prior to the use of herbicide.

Frequency – Routine – As needed based on inspections.

EDB-3.6.5 Mosquito/Algae Treatment

Treatment of permanent pools is necessary to control mosquitoes and undesirable aquatic vegetation that can create nuisances. Only EPA approved chemicals/materials can be used in areas that are warranted.

Frequency – As needed.

EDB- 3.7 Minor Maintenance Activities

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

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

MAINTENANCE ACTIVITY	MINIMUM FREQUENCY	LOOK FOR:	MAINTENANCE ACTION
Sediment Removal	As needed; typically every 1 –2 years	Sediment build-up; decrease in pond volume	Remove and dispose of sediment
Erosion Repair	As needed, based upon inspection	Rills/gullies forming on side slopes, trickle channel, other areas	Repair eroded areas Revegetate; address source of erosion
Vegetation Removal/Tree Thinning	As needed, based upon inspection	Large trees/wood vegetation in lower chamber of pond	Remove vegetation; restore grade and surface
Drain Cleaning/Jet Vac	As needed, based upon inspection	Sediment build-up /non draining system	Clean drains; Jet Vac if needed

EDB-3.7.1 Sediment Removal

Sediment removal is necessary to maintain the original design volume of the EDB and to ensure proper function of the infrastructure. Regular sediment removal (minor) from the forebay, inflow(s), and trickle channel can significantly reduce the frequency of major sediment removal activities (dredging) in the upper and lower stages. The minor sediment removal activities can typically be addressed with shovels and smaller equipment. Major sediment removal activities will require larger and more specialized equipment. The major sediment activities will also require surveying with an engineer's level, and consultation with EPC Engineering Staff to ensure design volumes/grades are achieved.

Stormwater sediments removed from EDBs do not meet the criteria of "hazardous waste". However, these sediments are contaminated with a wide array of organic and inorganic pollutants and handling must be done with care. Sediments from permanent pools must be carefully removed to minimize turbidity, further sedimentation, or other adverse water quality impacts. Sediments should be transported by motor vehicle only after they are dewatered. All sediments must be taken to a landfill for proper disposal. Prompt and thorough cleanup is important should a spill occur during transportation.

Frequency – Nonroutine – As necessary based upon inspections. Sediment removal in the forebay and trickle channel may be necessary as frequently as every 1-2 years.

EDB-3.7.2 Erosion Repair

The repair of eroded areas is necessary to ensure the proper function of the EDB, minimize sediment transport, and to reduce potential impacts to other features. Erosion can vary in magnitude from minor repairs to trickle channels, energy dissipaters, and rilling to major gullies in the embankments and spillways. The repair of eroded areas may require the use of excavators, earthmoving equipment, riprap, concrete, erosion control blankets, and turf reinforcement mats. Major erosion repair to the pond embankments, spillways, and adjacent to structures will require consultation with EPC engineering staff.

Frequency – Nonroutine – As necessary based upon inspections.

EDB-3.7.3 Vegetation Removal/Tree Thinning

Dense stands of woody vegetation (willows, shrubs, etc) or trees can create maintenance problems for the infrastructure within an EDB. Tree roots can damage structures and invade pipes/channels thereby blocking flows. Also, trees growing in the upper and lower stages of the EDB will most likely have to be removed when sediment/dredging operations occur. A small tree is easier to remove than a large tree, therefore, regular removal/thinning is imperative. All trees and woody vegetation that is growing in the bottom of the EDB or near structures (inflows, trickle channels, outlet works, emergency spillways, etc) should be removed. Any trees or woody vegetation in the EDB should be limited to the upper portions of the pond banks.

Frequency – Nonroutine – As necessary based upon inspections.

EDB-3.7.4 Clearing Drains/Jet-Vac

An EDB contains many structures, openings, and pipes that can be frequently clogged with debris. These blockages can result in a decrease of hydraulic capacity and create standing water in areas outside of the micro-pool. Many times the blockage to this infrastructure can be difficult to access and/or clean. Specialized equipment (jet-vac machines) may be necessary to clear debris from these difficult areas.

Frequency – Nonroutine – As necessary based upon inspections.

EDB-3.8 Major Maintenance Activities

This work consists of larger maintenance/operational problems and failures within the stormwater management facilities. All of this work requires

consultation with EPC to ensure the proper maintenance is performed. This work requires that the engineering staff review the original design and construction drawings to access the situation and assign the necessary maintenance. **A public improvements permit shall be required for all major maintenance activities.** This work may also require more specialized maintenance equipment, design/details, surveying, or assistance through private contractors and consultants.

Table – EDB-4
Summary of Major Maintenance Activities

MAINTENANCE ACTIVITY	MINIMUM FREQUENCY	LOOK FOR:	MAINTENANCE ACTION
Major Sediment Removal	As needed – based upon scheduled inspections	Large quantities of sediment; reduced pond capacity	Remove and dispose of sediment. Repair vegetation as needed
Major Erosion Repair	As needed – based upon scheduled inspections	Severe erosion including gullies, excessive soil displacement, areas of settlement, holes	Repair erosion – find cause of problem and address to avoid future erosion
Structural Repair	As needed – based upon scheduled inspections	Deterioration and/or damage to structural components – broken concrete, damaged pipes, outlet works	Structural repair to restore the structure to its original design

EDB-3.8.1 Major Sediment Removal

Major sediment removal consists of removal of large quantities of sediment or removal of sediment from vegetated areas. Care shall be given when removing large quantities of sediment and sediment deposited in vegetated areas. Large quantities of sediment need to be carefully removed, transported and disposed of. Vegetated areas need special care to ensure design volumes and grades are preserved.

Frequency – Nonroutine – Repair as needed based upon inspections.

EDB-3.8.2 Major Erosion Repair

Major erosion repair consist of filling and revegetating areas of severe erosion. Determining the cause of the erosion as well as correcting the condition that caused the erosion should also be part of the erosion

repair. Care should be given to ensure design grades and volumes are preserved.

Frequency – Nonroutine – Repair as needed based upon inspections.

EDB-3.8.3 Structural Repair

An EDB includes a variety of structures that can deteriorate or be damaged during the course of routine maintenance. These structures are constructed of steel and concrete that can degrade or be damaged and may need to be repaired or re-constructed from time to time. These structures include items like outlet works, trickle channels, forebays, inflows and other features. In-house operations staff can perform some of the minor structural repairs. Major repairs to structures may require input from a structural engineer and specialized contractors. Consultation with EPC Engineering Staff should take place prior to all structural repairs.

Frequency – Nonroutine – Repair as needed based upon inspections.

Reference:

This manual is adapted from Town of Parker, Colorado, *STORMWATER PERMANENT BEST MANAGEMENT PRACTICES (PBMP) LONG-TERM OPERATION AND MAINTENANCE MANUAL*, October 2004

APPENDIX D

EXTENDED DETENTION BASIN (EDB) INSPECTION FORM

Date: _____

Subdivision/Business Name: _Bradley Point Filing No. 1

Inspector: _____

Subdivision/Business Address: North of HWY 85/87 & S. Academy Blvd. Intersection

Weather: _____

Date of Last Rainfall: _____

Amount: _____ Inches

Property Classification: Residential Multi Family Commercial Other: _____
(Circle One)

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

INSPECTION SCORING - For each facility inspection item, insert one of the following scores:

0 = No deficiencies identified

2 = Routine maintenance required

1 = Monitor (potential for future problem)

3 = Immediate repair necessary

N/A = Not applicable

FEATURES

1.) Inflow Points

- ___ Riprap Displaced
- ___ Erosion Present/Outfall Undercut
- ___ Sediment Accumulation
- ___ Structural Damage (pipe, end-section, etc.)
- ___ Woody Growth/Weeds Present

2.) Forebay

- ___ Sediment/Debris Accumulation
- ___ Concrete Cracking/Failing
- ___ Drain Pipe/Wier Clogged (not draining)
- ___ Wier/Drain Pipe Damage

3.) Trickle Channel (Low-flow)

- ___ Sediment/Debris Accumulation
- ___ Concrete/Riprap Damage
- ___ Woody Growth/Weeds Present
- ___ Erosion Outside Channel

4.) Bottom Stage (Micro-Pool)

- ___ Sediment/Debris Accumulation
- ___ Woody Growth/Weeds Present
- ___ Bank Erosion
- ___ Mosquitoes/Algae Treatment
- ___ Petroleum/Chemical Sheen

5.) Outlet Works

- ___ Trash Rack/Well Screen Clogged
- ___ Structural Damage (concrete, steel, subgrade)
- ___ Orifice Plate(s) Missing/Not Secure
- ___ Manhole Access (cover, steps, etc.)
- ___ Woody Growth/Weeds Present

6.) Emergency Spillway

- ___ Riprap Displaced
- ___ Erosion Present
- ___ Woody Growth/Weeds Present
- ___ Obstruction/Debris

7.) Upper Stage (Dry Storage)

- ___ Vegetation Sparse
- ___ Woody Growth/Undesirable Vegetation
- ___ Standing Water/Boggy Areas
- ___ Sediment Accumulation
- ___ Erosion (banks and bottom)
- ___ Trash/Debris
- ___ Maintenance Access

8.) Miscellaneous

- ___ Encroachment in Easement Area
- ___ Graffiti/Vandalism
- ___ Public Hazards
- ___ Burrowing Animals/Pests
- ___ Other

Inspection Summary / Additional Comments: _____

OVERALL FACILITY RATING (Circle One)

0 = No Deficiencies Identified

2 = Routine Maintenance Required

1 = Monitor (potential for future problem exists)

3 = Immediate Repair Necessary

This inspection form shall be kept indefinitely and made available to the El Paso County upon request.

APPENDIX E

**EXTENDED DETENTION BASIN (EDB)
MAINTENANCE FORM**

Subdivision/Business Name: Bradley Point Filing No. 1
Subdivision/Business Address: North of HWY 85/87 & Academy Blvd.
intersection

Completion Date: _____

Contact Name: _____

Maintenance Category: Routine Restoration Rehabilitation
(Circle All That Apply)

MAINTENANCE ACTIVITIES PERFORMED

ROUTINE WORK

- _____ MOWING
- _____ TRASH/DEBRIS REMOVAL
- _____ OUTLET WORKS CLEANING (TRASH RACK/WELL SCREEN)
- _____ WEED CONTROL (HERBICIDE APPLICATION)
- _____ MOSQUITO TREATMENT
- _____ ALGAE TREATMENT

RESTORATION WORK

- _____ SEDIMENT REMOVAL
 - _____ FOREBAY
 - _____ TRICKLE CHANNEL
 - _____ INFLOW
- _____ EROSION REPAIR
 - _____ INFLOW POINT
 - _____ TRICKLE CHANNEL
- _____ VEGETATION REMOVAL/TREE THINNING
 - _____ INFLOW(S)
 - _____ TRICKLE CHANNEL
 - _____ UPPER STAGE
 - _____ BOTTOM STAGE
- _____ REVEGETATION
- _____ JET-VAC/CLEARING DRAINS
 - _____ FOREBAY
 - _____ OUTLET WORKS
 - _____ INFLOWS

REHABILITATION WORK

- _____ SEDIMENT REMOVAL (DREDGING)
 - _____ BOTTOM STAGE
 - _____ UPPER STAGE
- _____ EROSION REPAIR
 - _____ OUTLET WORKS
 - _____ UPPER STAGE
 - _____ BOTTOM STAGE
 - _____ SPILLWAY
- _____ STRUCTURAL REPAIR
 - _____ INFLOW
 - _____ OUTLET WORKS
 - _____ FOREBAY
 - _____ TRICKLE CHANNEL

OTHER _____

ESTIMATED TOTAL MANHOURS: _____

EQUIPMENT/MATERIAL USED: _____

COMMENTS/ADDITIONAL INFO: _____

APPENDIX F

Annual Inspection and Maintenance Reporting Form
for
Stormwater Facilities

(This form to be submitted to EPC prior to May 31 of each year)

Date: _____

To: El Paso County Department of Public Works
Attn: Stormwater Facility Operations and Maintenance Program
2880 International Circle, Suite 7437 South Fairplay Street
Colorado Springs, CO 80922

Re: Certification of Inspection and Maintenance; Submittal of forms

Property/Subdivision Name: __Bradley Point Filing No. 1_____

Property Address: __North of HWY 85/87 & S. Academy Blvd. intersection_____

Contact Name: _____ Stephen J. Schnurr _____

I verify that the required stormwater facility inspections and required maintenance have been completed in accordance with the Stormwater Facilities Maintenance Agreement and the Operations and Maintenance Manual associated with the above referenced property.

The required Stormwater Facility Inspection and Maintenance forms are hereby provided.

Name of Party Responsible for Inspection
& Maintenance

Property Owner

Authorized Signature

Signature

APPENDIX G

**OPERATION AND MAINTENANCE SITE PLANS
EXTENDED DETENTION BASIN (EDB)
CHECKLIST FOR REQUIRED ITEMS**

PLAN AND PROFILE SHEET

Plan view shall include:

- ☐ Location and labels for all major features of EDB (inflow structure(s), forebay, micropool, trickle channel, access road, outlet work(s), spillway, maintenance access ramps, embankment, etc.)
- ☐ Contours
- ☐ Other utilities in vicinity of EDB
- ☐ Cross-reference to EDB Operation and Maintenance Details sheet
- ☐ Linework for right-of-way lines, lot lines, easements, and tracts
- ☐ Hatch indicating permanent water elevation in micropool.

Profile view shall include:

- ☐ Location and labels for all major features of EDB (inflow structure(s), forebay, micropool, trickle channel, access road, outlet work(s), spillway, maintenance access ramps, embankment, etc.)
- ☐ Invert elevations at major features of EDB (inflow structure(s), forebay, micropool, outlet work(s))
- ☐ Permanent pool elevation of micropool
- ☐ Water quality water surface elevation
- ☐ Water surface elevation of all applicable storm events
- ☐ Label for upper and bottom stages for EDB

DETAIL SHEET

Detail sheet shall include:

- ☐ Volume provided by the EDB forebay and micropool, including the WQCV
- ☐ WQCV drain time
- ☐ Seed mix
- ☐ Total mow area including approximate mow boundaries on each side of EDB
- ☐ Duplicate the following tables from the "Standard Operation Procedure for Extended Detention Basin Inspection and Maintenance" document:
 - Inspection and Maintenance Requirements at Specific EDB Features
 - Summary of Routine Maintenance Activities for an EDB
 - Summary of Minor Maintenance Activities for an EDB
 - Summary of Major Maintenance Activities for an EDB
- ☐ Water quality outlet works detail
- ☐ Water quality plate detail

- ☐ Maintenance access road detail
- ☐ Trickle channel typical section
- ☐ Forebay edge detail (or cross section) which includes maximum allowed sediment depth in forebay
- ☐ Forebay release structure detail
- ☐ Spillway detail(s), including cutoff wall

**OPERATION AND MAINTENANCE SITE PLANS
STORMWATER FACILITIES MAP
CHECKLIST FOR REQUIRED ITEMS**

Stormwater facilities map shall include:

- ☐ Labels for all streets (includes linework for edge of street and street name)
- ☐ Linework for right-of-way lines, lot lines, and tracts
- ☐ Linework and labels for all major drainageways
- ☐ Label roadways, developments, etc adjacent to project site
- ☐ Labels for all BMPs being constructed on project site including a summary table when multiple BMPs are present
- ☐ Legend for identifying features/line types on drawing (optional)

**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 BRADLEY POINT, LLC (Owner and Developer). 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/land use to be known as Bradley Point Filing No. 1; 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/land use on Developer’s promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices (“BMPs”) for the subdivision/land use; 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/land use one (1) 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 operate, clean, maintain and repair such detention basin/BMP(s); and

I. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that is or will be platted as Lot 2, 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 duties of constructing, operating, maintaining and repairing 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 property owners 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 property owners 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/land use due to the Developer/Owner’s failure to meet its obligations to do the same; and

M. WHEREAS, the County conditions approval of this subdivision/land use on the Developer’s promise to so construct the detention basin/BMP(s), and conditions approval on the Owner’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/land use approval on the Developer’s promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Developer/Owner’s promises contained herein; and

O. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this subdivision/land use upon the Developer’s grant herein of a perpetual Easement over a portion of the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s); and

Agreement

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

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

2. Covenants Running with the Land: Developer/Owner 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, its successors and assigns.

3. Construction: Developer shall construct on that portion of the Property described in [Exhibit B](#) attached hereto and incorporated herein by this reference, **one (1)** detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the PCD. 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. In cases where a subdivision is not required, the one year period will commence to run on the date the Erosion and Stormwater Quality Control Permit (ESQCP) is issued. Rough grading of the detention basin/BMP(s) must be completed and inspected by the El Paso County Planning and Community Development Department prior to commencing road construction.

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project, and shall have the right to seek reimbursement from the Developer/Owner and its successors and assigns, for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the Provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

4. Maintenance: The Developer/Owner agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), and otherwise keep the same in good repair, all at its 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/Owner hereby grants 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/Owner and its successors and assigns, 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/Owner agrees and covenants, for itself, its successors and assigns, that it 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.

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

8. Contingencies of Land Use/Land Disturbance Approval: Developer/Owner's execution of this Agreement is a condition of land use/land disturbance approval.

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

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer/Owner agrees, for itself, its successors and assigns, that it 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 its intentional or negligent acts, errors or omissions or that of its 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.

11. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.

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

IN WITNESS WHEREOF, the Parties affix their signatures below.

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

Bradley Point, LLC

By: _____
Stephen J. Schnurr, Owner

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, _____, _____

Witness my hand and official seal.

My commission expires: _____

Notary Public

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

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, Executive Director of El Paso County Planning and Community Development Department.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

Exhibit A



212 N Wahsatch Ave, Ste 305
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

**BRADLEY POINT FILING NO. 1
FINAL PLAT LEGAL DESCRIPTION**

BASIS OF BEARINGS: A PORTION OF THE EASTERLY RIGHT-OF-WAY OF HIGHWAY 85/87 (EAST LAS VEGAS STREET) BEING MONUMENTED AT THE SOUTHEAST WITH A NO. 5 REBAR WITH AN ORANGE PLASTIC CAP STAMPED "PLS 25955" AND AT THE NORTHWEST WITH A NO. 5 REBAR WITH AN ORANGE PLASTIC CAP STAMPED "PLS 25965", AND BEARS N40°50'47"W A DISTANCE OF 486.58 FEET.

LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 3, T15S, R66W OF THE 6TH P.M., EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1, "ROCKY MOUNTAIN MATERIALS AND ASPHALT EXEMPTION PLAT MAP" AS RECORDED UNDER RECEPTION NO. 211713132 IN THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE N49°09'00"E ALONG THE SOUTHERLY LINE THEREOF 363.30 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE S36°35'31"E A DISTANCE OF 762.98 FEET;

THENCE S36°32'54"E A DISTANCE OF 609.95 FEET;

THENCE S48°15'16"W A DISTANCE OF 256.33 FEET TO A POINT ON AFORESAID EASTERLY RIGHT-OF-WAY OF HIGHWAY 85/87;

THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES;

- 1) THENCE N40°49'47"W A DISTANCE OF 823.77 FEET;
- 2) THENCE N89°57'24"W A DISTANCE OF 6.60 FEET;
- 3) THENCE N40°47'37"W A DISTANCE OF 58.44 FEET;
- 4) THENCE N40°50'47"W A DISTANCE OF 486.58 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 424,094 SQUARE FEET (9.736 ACRES, MORE OR LESS).

PREPARED BY:

VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC

DATE

Exhibit B

BRADLEY POINT FILING NO. 1

A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 3,
T15S, R66W, OF THE 6TH P.M., EL PASO COUNTY , COLORADO

BE IT KNOWN BY THESE PRESENTS:

THAT BRADLEY POINT, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 3, T15S, R66W OF THE 6TH P.M., EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1, "ROCKY MOUNTAIN MATERIALS AND ASPHALT EXEMPTION PLAT MAP" AS RECORDED UNDER REC. NO. 211713132 IN THE RECORDS OF EL PASO COUNTY, COLORADO;
THENCE N49°09'00"E ALONG THE SOUTHERLY LINE THEREOF 363.30 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;
THENCE S36°35'31"E A DISTANCE OF 762.98 FEET;
THENCE S36°32'54"E A DISTANCE OF 609.95 FEET;
THENCE S48°15'16"W A DISTANCE OF 256.33 FEET TO A POINT ON AFORESAID EASTERLY RIGHT-OF-WAY OF HIGHWAY 85/87;
THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:
1) THENCE N40°49'47"W A DISTANCE OF 823.77 FEET;
2) THENCE N89°57'24"W A DISTANCE OF 6.60 FEET;
3) THENCE N40°47'37"W A DISTANCE OF 58.44 FEET;
4) THENCE N40°50'47"W A DISTANCE OF 486.58 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 424,094 SQUARE FEET (9.736 ACRES, MORE OR LESS).

DEDICATION:

THE UNDERSIGNED OWNER HAS CAUSED SAID PARCEL TO BE PLATTED INTO LOTS, A TRACT, AND EASEMENTS, AS SHOWN ON THE PLAT. THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO EL PASO COUNTY COLORADO THOSE PUBLIC EASEMENTS AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENTS TO EL PASO COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN EL PASO COUNTY. THIS PARCEL OF LAND AS PLATTED HEREIN SHALL BE KNOWN AS "BRADLEY POINT FILING NO. 1", IN EL PASO COUNTY, COLORADO.

OWNER: BRADLEY POINT, A COLORADO LIMITED LIABILITY COMPANY
2010 FOX MOUNTAIN POINT
COLORADO SPRINGS, COLORADO 80906

BY: STEPHEN J. SCHNURR, FOR AND ON BEHALF OF BRADLEY POINT, LLC, A COLORADO LIMITED LIABILITY COMPANY

NOTARIAL:

STATE OF COLORADO }
COUNTY OF EL PASO } SS

THE ABOVE AND AFOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, A.D. BY STEPHEN J. SCHNURR, FOR AND ON BEHALF OF BRADLEY POINT, LLC, A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL:
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

EASEMENTS:

EASEMENTS ARE AS SHOWN ON SHEET 2 OF 2 OF THIS PLAT. ADDITIONAL SEVEN (7) FOOT DRAINAGE AND PUBLIC UTILITY EASEMENT ALONG THE NORTHERLY AND EASTERLY LINES OF LOT 1.

THE SOLE RESPONSIBILITY FOR SURFACE MAINTENANCE OF THESE EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNER.

ALL EASEMENTS THAT ARE DEDICATED HEREON FOR PUBLIC UTILITY PURPOSES SHALL BE SUBJECT TO THOSE TERMS AND CONDITIONS AS SPECIFIED IN THE INSTRUMENT RECORDED AT RECEPTION NO. 212112548 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

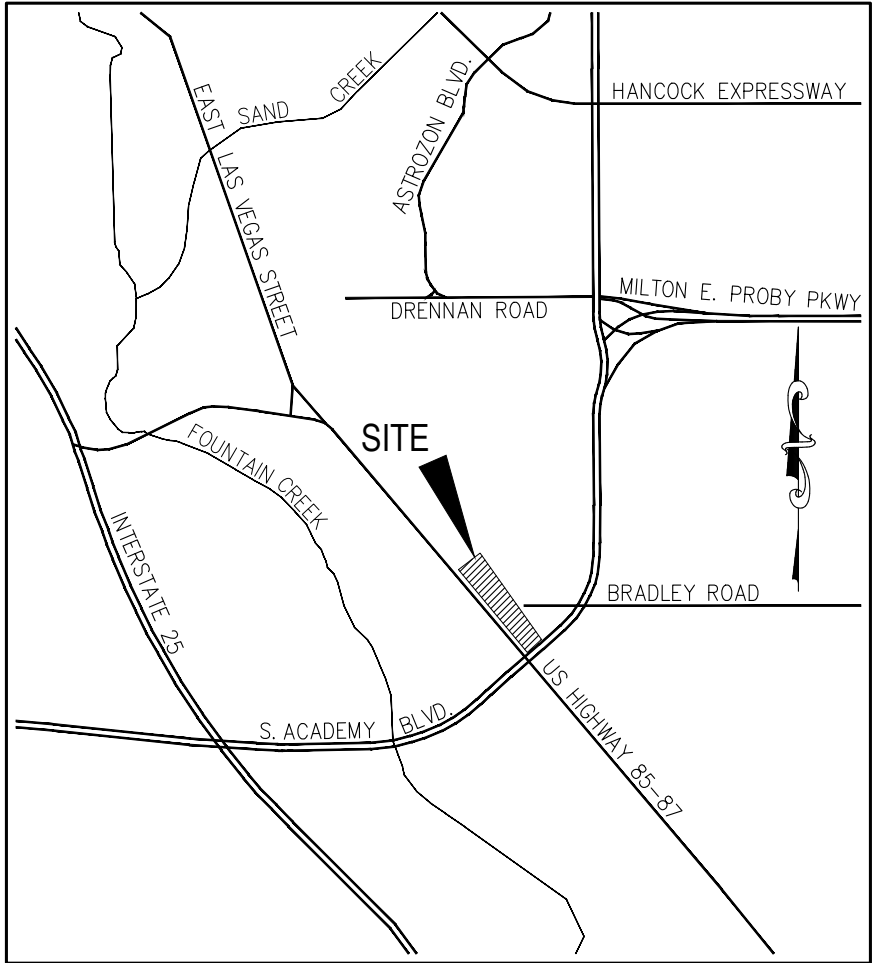
ALL OTHER EASEMENTS OR INTERESTS OF RECORD AFFECTING ANY OF THE PLATTED PROPERTY DEPICTED HEREON SHALL NOT BE AFFECTED AND SHALL REMAIN IN FULL FORCE AND EFFECT.

GENERAL PLAT NOTES:

1. BASIS OF BEARINGS: A PORTION OF THE EASTERLY RIGHT-OF-WAY OF HIGHWAY 85/87 (EAST LAS VEGAS STREET) BEING MONUMENTED AT THE SOUTHEAST WITH A NO. 5 REBAR WITH AN ORANGE PLASTIC CAP STAMPED "PLS 25955" AND AT THE NORTHWEST WITH A NO. 5 REBAR WITH AN ORANGE PLASTIC CAP STAMPED "PLS 25965", AND BEARS N40°50'47"W, A DISTANCE OF 486.58 FEET.
2. THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 08041C0744 G, WITH AN EFFECTIVE DATE OF DECEMBER 7, 2018 SHOWS THE SUBJECT PROPERTY LIES WITHIN ZONE X (AREA OF MINIMAL FLOOD HAZARD).
3. A TITLE COMMITMENT ISSUED BY LAND TITLE GUARANTEE COMPANY, AS AGENT FOR OLD REPUBLIC TITLE INSURANCE COMPANY, ORDER NO. RND55091618.1, WITH AN EFFECTIVE DATE OF JANUARY 11, 2021, AT 5:00 P.M., HAS BEEN EXAMINED AS IT RELATES TO THE SUBJECT PROPERTY. THE FOLLOWING EXCEPTIONS AS NUMBERED THEREIN ARE HEREBY NOTED.
 - i. (TC#9) RIGHT OF WAY EASEMENT AS GRANTED TO COLORADO TELEPHONE COMPANY IN INSTRUMENT RECORDED NOVEMBER 22, 1905, IN BOOK 401 AT PAGE 115. (NO DEFINITIVE LOCATION IDENTIFIED.)
 - ii. (TC#10) RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED JULY 02, 1975, IN BOOK 2761 AT PAGE 227 AS AMENDED BY WCD RECORDED OCTOBER 4, 2011 UNDER RECEPTION NO. 211096283. (AS SHOWN)
 - iii. (TC#11) RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED JULY 02, 1975, IN BOOK 2761 AT PAGE 232. (AS SHOWN)
 - iv. (TC#12) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AGREEMENT AND GRANT OF RIGHT-OF-WAY RECORDED APRIL 22, 1983 IN BOOK 3709 AT PAGE 462. (AS SHOWN)
 - v. (TC#13) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE SECURITY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 23, 1987, IN BOOK 5425 AT PAGE 728 AND APRIL 22, 1988 IN BOOK 5498 AT PAGE 1206. (NOTHING TO SHOW)
 - vi. (TC#14) TERMS, CONDITIONS AND PROVISIONS OF WASTE WATER AGREEMENT RECORDED MARCH 09, 1988 IN BOOK 5482 AT PAGE 1379. (NOTHING TO SHOW)
 - vii. (TC#15) RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED APRIL 12, 1988, IN BOOK 5494 AT PAGE 1399. (NOTHING TO SHOW)
 - viii. (TC#16) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE SECURITY SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 22, 1988, IN BOOK 5498 AT PAGE 1382. (NOTHING TO SHOW)
 - ix. (TC#17) TERMS, CONDITIONS AND PROVISIONS OF INCLUSION AGREEMENT RECORDED MARCH 09, 1988 IN BOOK 5482 AT PAGE 1384. (NOTHING TO SHOW)
 - x. (TC#18) INCLUSION OF SUBJECT PROPERTY IN THE SECURITY WATER DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 22, 1988, IN BOOK 5498 AT PAGE 1385. (NOTHING TO SHOW)
 - xi. (TC#19) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED DECEMBER 29, 2003 AT RECEPTION NO. 203294308. (AS SHOWN)
 - xii. (TC#20) RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED SEPTEMBER 30, 2011, UNDER RECEPTION NO. 211095287. (AS SHOWN)
 - xiii. (TC#21) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED RECORDED JUNE 5, 2013 AT RECEPTION NO. 213073009. (NOTHING TO SHOW)
 - xiv. (TC#22) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT - COLORADO RECORDED MAY 10, 2013 UNDER RECEPTION NO. 213061193. (AS SHOWN)
 - xv. (TC#23). TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENTS RECORDED MAY 21, 2013 UNDER RECEPTION NO. 213065787. (NOT WITHIN PROPERTY BOUNDARY; DOES NOT AFFECT)
 - xvi. (TC#24) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT - COLORADO RECORDED JUNE 17, 2013 UNDER RECEPTION NO. 213078277. (AS SHOWN)
 - xvii. (TC#25) EASEMENT AND/OR RIGHT OF WAY OF ACADEMY BOULEVARD OVERPASS AS THE SAME MAY BE FOUND TO CROSS THE SUBJECT PROPERTY. (NOT WITHIN PROPERTY BOUNDARY; DOES NOT AFFECT)

GENERAL PLAT NOTES: (CONT.)

- xviii. (TC#26) THE COMPANY IS AWARE UNRECORDED DOCUMENTATION MAY EXIST IN THE FILES OF THE DENVER & RIO GRANDE WESTERN RAILROAD THAT MAY REFLECT THE FOLLOWING MATTERS: (1) DITCH, DITCH RIGHTS AND EASEMENTS AS MAY BE ASSOCIATED WITH THE DITCH OF THE FOUNTAIN VALLEY LAND AND IRRIGATION COMPANY AS THE SAME MAY BE FOUND TO COURSE THROUGH THE SUBJECT PROPERTY. (2) TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF AGREEMENT TO RIGHT OF WAY FOR GRADE SEPARATION AT S.H. 83 (ACADEMY BOULEVARD) WITH THE COLORADO DEPARTMENT OF TRANSPORTATION. (3) STORM SEWER PIPELINE CROSSING AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION. (4) LICENSE FOR OVERHEAD CABLE TELEVISION LINE WITH COLORADO SPRINGS CABLEVISION. (5) LICENSE FOR OVERHEAD POWER LINE CROSSING TO THE CITY OF COLORADO SPRINGS. (6) WATER PIPELINE CROSSING AGREEMENT WITH SECURITY WATER DISTRICT. (7) PERMIT FOR UNDERGROUND CROSSING AND PERMIT FOR GUY-ANCHOR ENCROACHMENT WITH MOUNTAIN STATES TELEPHONE CO. AND (8) PERMIT FOR OVERHEAD POWER LINE CROSSING TO THE CITY OF COLORADO SPRINGS.
 - xix. (TC#27) ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS SHOWN ON IMPROVEMENT SURVEY PLAT CERTIFIED AUGUST 25, 2014 PREPARED BY STEPHEN L. MC ANALLY FOR AND ON BEHALF OF SHAVANO LAND SURVEY, INC., JOB #SUR826: EXISTING UNDERGROUND TELEPHONE LINE MARKER POSTS, TRAFFIC SIGNAL BOXES AND CDOT SIGNS OVER WESTERLY PORTIONS OF THE SUBJECT PREMISES. EXISTING OVERHEAD ELECTRIC LINES OVER PORTIONS OF THE SUBJECT PREMISES. GRAVEL ROAD OVER A NORTHERLY PORTION OF THE SUBJECT PREMISES. EXISTING FIELD ROAD OVER AN EASTERLY PORTION OF THE SUBJECT PREMISES. (RECORDED JANUARY 6, 2015 UNDER RECEPTION NO. 215900001)
 - xx. (TC#28) SUCH STATE OF FACTS OCCURRING SUBSEQUENT TO AUGUST 25, 2014, DATE OF IMPROVEMENT SURVEY PLAT BY STEPHEN L. MC ANALLY FOR AND ON BEHALF OF SHAVANO LAND SURVEY, INC. AS WOULD BE DISCLOSED BY A CURRENT, ACCURATE SURVEY AND INSPECTION OF THE SUBJECT PREMISES.
4. THE ADDRESSES EXHIBITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
 5. NO DRIVEWAY SHALL BE ESTABLISHED UNLESS AN ACCESS PERMIT HAS BEEN GRANTED BY CDOT.
 6. ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGH THEIR PROPERTY. PUBLIC DRAINAGE EASEMENTS AS SPECIFICALLY NOTED ON THE PLAT SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS UNLESS OTHERWISE INDICTED. STRUCTURES, FENCES, MATERIALS, OR LANDSCAPING THAT COULD IMPEDE THE FLOW OF RUNOFF SHALL NOT BE PLACED IN DRAINAGE EASEMENT.
 7. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED IN ASSOCIATION WITH THE FINAL PLAT FOR THIS SUBDIVISION AND ARE ON FILE AT THE COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT: SOIL AND GEOLOGICAL CONDITIONS REPORT; TRANSPORTATION IMPACT STUDY; DRAINAGE REPORT.
 8. THE INDIVIDUAL LOT PURCHASER(S) SHALL BE RESPONSIBLE FOR FINAL DESIGN, CONSTRUCTION, AND MAINTENANCE OF PRIVATE DETENTION POND/WATER QUALITY BMP(S) AS DESCRIBED IN THE APPROVED PRELIMINARY/FINAL DRAINAGE REPORT FOR THIS SUBDIVISION. FINAL DESIGN, CONSTRUCTION DRAWINGS AND DRAINAGE REPORT UPDATES FOR THE DETENTION POND/WATER QUALITY BMP(S) SERVING EACH LOT SHALL BE PROVIDED WITH SITE DEVELOPMENT PLAN SUBMITTALS. THE DETENTION POND/WATER QUALITY BMP(S) SHALL BE CONSTRUCTED AND COMPLETED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS FOR THE SUBJECT LOTS. THE SUBDIVISION DEVELOPER IS RESPONSIBLE FOR PROVIDING FINANCIAL ASSURANCES AS INDICATED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT AND ESTIMATE OF GUARANTEED FUNDS FOR ALL DETENTION PONDS/WATER QUALITY BMPS. ALL DETENTION PONDS/WATER QUALITY BMPS SHALL BE CONSTRUCTED PRIOR TO THE RELEASE OF SAID FINANCIAL ASSURANCES. INDIVIDUAL LOT PURCHASERS SHALL ENTER INTO A PRIVATE DETENTION BASIN / STORMWATER QUALITY BMP MAINTENANCE AGREEMENT AND EASEMENT ("AGREEMENT") PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS FOR THE SUBJECT LOTS. IN THE CASE THAT THE DEVELOPER CONSTRUCTS THE DETENTION POND(S), THE DEVELOPER SHALL ENTER INTO AN AGREEMENT FOR EACH POND CONSTRUCTED.
 9. "SOIL, GEOLOGY, AND GEOLOGIC HAZARD STUDY, BRADLEY POINT FILING NO. 1, PARCEL NOS. 65034-00-038 AND 65034-00-040, EL PASO COUNTY, COLORADO", WAS COMPLETED BY ENTECH ENGINEERING, INC., DATED JANUARY 22, 2021. AREAS OF ARTIFICIAL FILL WERE OBSERVED THAT MAY IMPOSE CONSTRAINTS ON DEVELOPMENT AND LAND USE. MITIGATION MEASURES PERTAINING TO USE AND DEVELOPMENT CAN BE FOUND IN GREATER DETAIL WITHIN THE REPORT.
 10. BRADLEY POINT FILING NO. 1 IS A DRY SUBDIVISION AND AS SUCH USES ARE LIMITED TO THOSE THAT DO NOT USE WATER. ANY PROPOSAL TO USE WATER WILL REQUIRE THAT A FINDING OF WATER SUFFICIENCY BE MADE.



VICINITY MAP
N.T.S.

SURVEYORS CERTIFICATE

I VERNON P. TAYLOR, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON DATE OF SURVEY, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:10,000 ; AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISION, OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE EL PASO COUNTY LAND DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 2021.

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

NOTICE:

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

BOARD OF COUNTY COMMISSIONERS CERTIFICATE:

THIS THIS PLAT FOR "BRADLEY POINT FILING NO. 1" WAS APPROVED FOR FILING BY THE EL PASO COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS ON THE _____ DAY OF _____, 2021, SUBJECT TO ANY NOTES SPECIFIED HEREON AND ANY CONDITIONS INCLUDED IN THE RESOLUTION OF APPROVAL.

CHAIR, BOARD OF COUNTY COMMISSIONERS _____ DATE _____

PIKES PEAK REGIONAL BUILDING ENUMERATIONS APPROVAL PROVIDED BY EMAIL DATED _____ AND RECORDED IN THE EL PASO COUNTY CLERK AND RECORDER RECORDS AT RECEPTION NUMBER _____

EL PASO COUNTY ASSESSOR _____ DATE _____

CLERK AND RECORDER:

STATE OF COLORADO }
COUNTY OF EL PASO } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____, THIS _____ DAY OF _____, 2021, A.D., AND DULY RECORDED UNDER RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

FEE: _____ CHUCK BROERMAN, RECORDER

SURCHARGE: _____ BY: _____ DEPUTY

FEES:

DRAINAGE FEE: _____
BRIDGE FEE: _____
SCHOOL FEE: _____
PARK FEE: _____

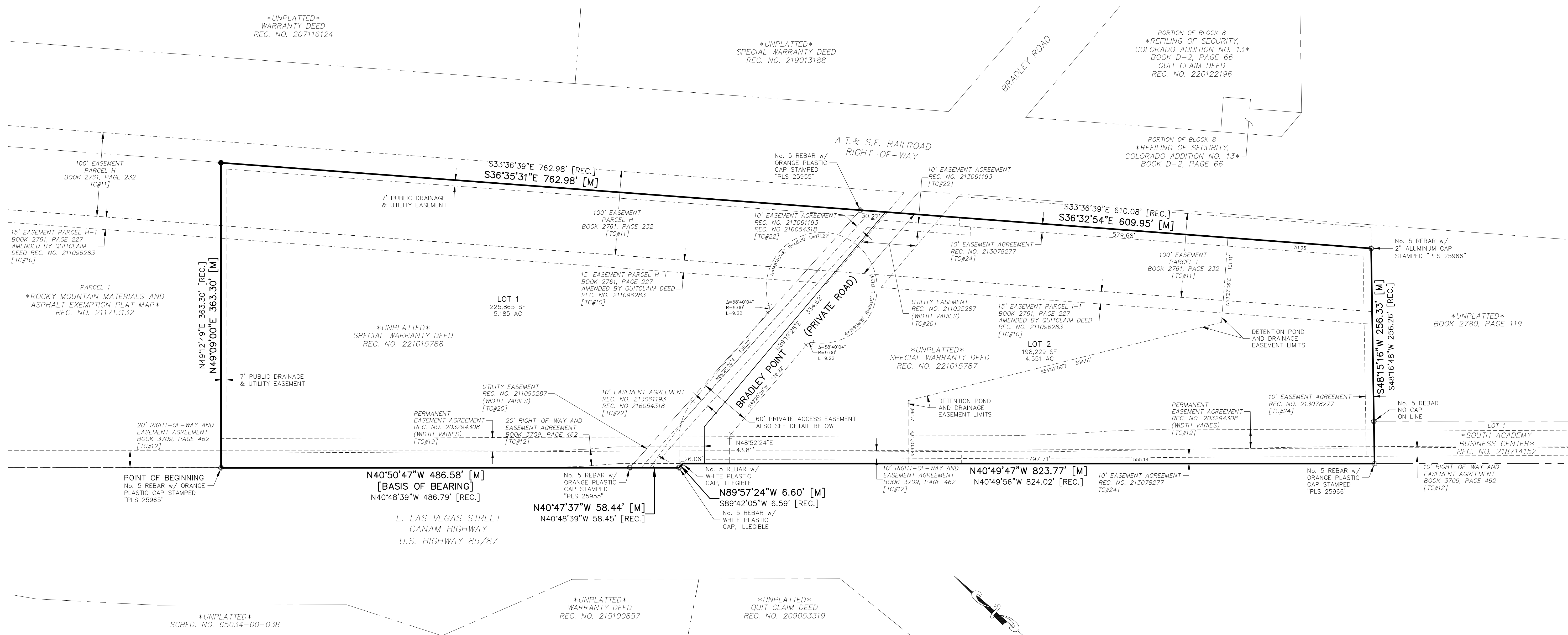
FINAL PLAT
BRADLEY POINT FILING NO. 1
JOB NO. 70-074
DATE PREPARED: 01/29/2021
DATE REVISED: 05/27/2021



212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

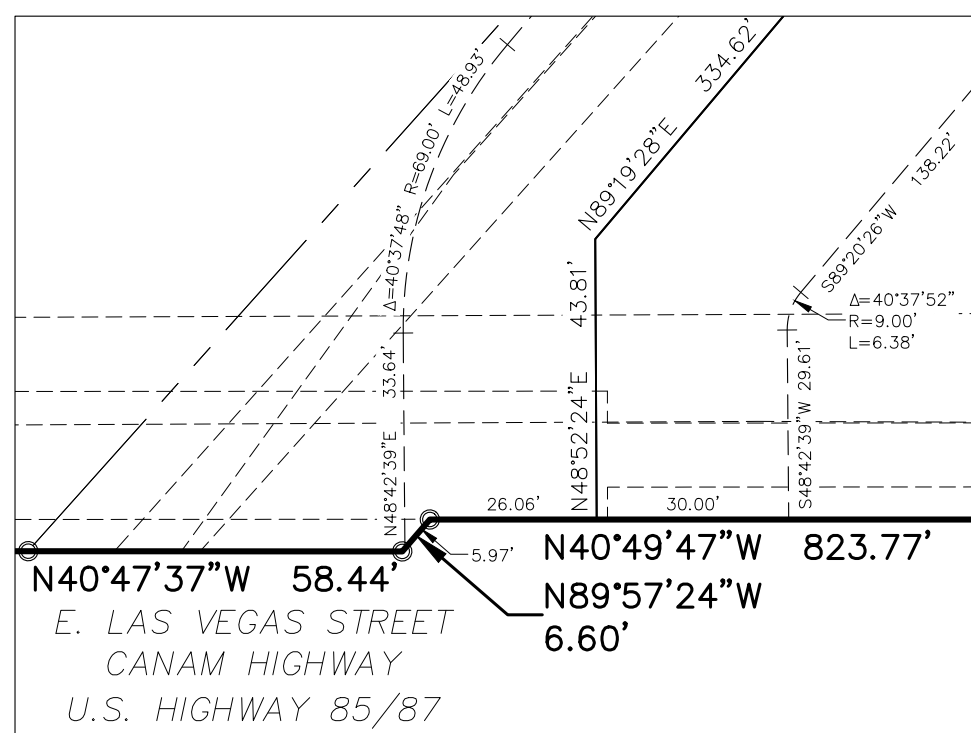
BRADLEY POINT FILING NO. 1

A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 3,
T15S, R66W, OF THE 6TH P.M., EL PASO COUNTY, COLORADO



LEGEND:

- SF SQUARE FEET
(xxxx) ADDRESS
● SET ORANGE PLASTIC SURVEYORS CAP ON No 5 REBAR, CAP IS STAMPED "M&S CIVIL PLS 25966", FLUSH WITH GROUND, UNLESS NOTED OTHERWISE
○ FOUND ORANGE PLASTIC SURVEYORS CAP ON No 5 REBAR, CAP IS STAMPED "PLS 25966", FLUSH WITH GROUND, UNLESS NOTED OTHERWISE
— BOUNDARY LINE
— PROPERTY LINE
- - - EASEMENT LINE
- - - ADJACENT PROPERTY LINE
- - - EXISTING RIGHT OF WAY LINE
- - - EXISTING EASEMENT
NOT A PART PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION



PRIVATE ACCESS
EASEMENT DETAIL
SEE ABOVE
SCALE: 1" = 30'

FINAL PLAT
BRADLEY POINT FILING NO. 1
JOB NO. 70-074
DATE PREPARED: 01/29/2021
DATE REVISED: 05/27/2021



212 N. WAHATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

PCD FIL. NO. SF-21-002

CIVIL CONSULTANTS, INC.

SHEET 2 OF 2