



**PRIVATE STORMWATER DRAINAGE  
MAINTENANCE AGREEMENT AND EASEMENT**

This PRIVATE STORMWATER DRAINAGE MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY (County), SR LAND, LLC (Developer), STERLING RANCH METROPOLITAN DISTRICT #3 (Metro District), a quasi-municipal corporation and political subdivision of the State of Colorado, and CLASSIC SRJ LAND, LLC (Adjacent Owner). The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

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

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

C. WHEREAS, Adjacent Owner is the owner of certain real property adjacent to or downstream of the Subject Property onto which developed stormwater runoff will be discharged, which property is legally described in Exhibit C attached hereto and incorporated herein by this reference (the Adjacent Property); and

D. WHEREAS, Developer desires to plat and develop on the Subject Property a Subdivision to be known as Sterling Ranch Filing No. 3; and

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

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

G. WHEREAS, the El Paso County Drainage Criteria Manual, Volume 2, as amended by Appendix I of the El Paso County Engineering Criteria Manual (ECM), as each may be periodically amended, promulgated pursuant to the County’s Colorado Discharge Permit System General Permit (MS4 Permit), which MS4 Permit requires that the County take measures to protect the quality of stormwater from sediment and other contaminants, requires subdividers, developers, landowners, and owners of facilities located in the County’s rights-of-way or easements to provide adequate permanent stormwater

quality facilities and BMPs with new development or significant redevelopment and to enter into maintenance agreements and easements with the County for such facilities and BMPs; and

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

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

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

K. WHEREAS, Adjacent Owner shall be charged herein with the duties of providing an easement and access to the Offsite Stormwater Facilities on the Adjacent Property; and

L. WHEREAS, Developer desires to construct and/or maintain wetlands on property as set forth on Exhibit E attached hereto and incorporated herein by this reference (the Wetlands Maintenance Area) in conjunction with the Subdivision, as required by the U.S. Army Corps of Engineers; and

M. WHEREAS, Developer shall be charged with the duty of constructing the Stormwater Facilities and wetlands and the Metro District shall be charged with the duties of operating, maintaining and repairing the Stormwater Facilities and any appurtenant improvements on the property described in Exhibits B and D and the wetlands on the property described in Exhibit E; and

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

O. WHEREAS, the County conditions approval of this Subdivision on the Developer's promise to construct the Stormwater Facilities in accordance with the provisions of the Development Agreement to be approved under County Planning File No. DA-22-001 and the Sand Creek Restoration Construction Plans being reviewed under County Planning File No. CDR-20-004, and further conditions approval on the Metro District's promise to clean, maintain and repair the Stormwater Facilities, and on the Metro District's promise to reimburse the County in the event the burden falls upon the County to construct, clean, maintain or repair the Stormwater Facilities serving this Subdivision; and

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

County to periodically access and inspect the Stormwater Facilities and, when necessary, to construct, clean, maintain or repair the Stormwater Facilities; and

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

R. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon Developer's and Adjacent Owner's grant herein of a perpetual Easement over the Wetlands Maintenance Area described in Exhibit E for the purposes of allowing the Metro District access to maintain the wetlands existing and constructed thereon and allowing the County to periodically access and inspect the Wetlands Maintenance Area and, when necessary, to clean, maintain or repair the wetlands; and

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

#### Agreement

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

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

The Adjacent Owner agrees that this entire Agreement and Adjacent Owner's performance of its obligations hereunder shall become a covenant running with the land, which is legally described in Exhibit C attached hereto, and that this entire Agreement and Adjacent Owner's performance of its obligations hereunder shall be binding upon itself and its successors and assigns.

3. Construction: Developer and the Metro District shall construct the following Stormwater Facilities on the Onsite and Offsite Stormwater Facilities Areas described in Exhibits B and D: interim bank stabilization consisting of grading and erosion control blanket in accordance with the Grading and Erosion Control Plans dated April, 2022; ultimate Sand Creek channel improvements consisting of drop structures, grade control structures, and revegetation BMPs for a length of approximately 1,000 feet south of Sterling Ranch Road to the south boundary of Sterling Ranch in accordance with the Sand Creek Restoration Construction Plans pending approval. The obligations of Developer and the Metro District pursuant to this paragraph shall be joint and several. Developer and Metro District shall not commence construction of the Stormwater Facilities until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the Stormwater Facilities and

this Agreement has been signed by all Parties and returned to the PCD. Developer and Metro District shall complete construction of the Stormwater Facilities in substantial compliance with the County-approved plans and specifications for the Stormwater Facilities and shall provide certification from a Colorado registered Professional Engineer that the Stormwater Facilities were constructed in compliance with and provide the volume and capacity required by such plans and specifications in accordance with ECM requirements. Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the Stormwater Facilities shall be substantially completed within the timeframe set forth in the development agreement referenced below.

In the event construction of the Stormwater Facilities is not substantially completed within the timeframe set forth in the development agreement referenced below, or if the Subdivision is in violation of its ESQCP terms and conditions and Developer and Metro District have not made an effort to remedy the violation in a reasonable amount of time as determined by the County, then the County may exercise its discretion to complete the Stormwater Facilities and shall have the right to seek reimbursement from the Developer, the Metro District, and their respective successors and assigns for its actual costs and expenses incurred in the process of completing construction.

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

Notwithstanding anything to the contrary contained herein, the parties hereto expressly agree and acknowledge that pursuant to the Development Agreement adopted pursuant to BOCC Resolution No. 22-22-255 and recorded at Reception No. 222098865 (“Development Agreement”), Classic SRJ, LLC has agreed to construct and install the Sand Creek Channel Improvements (as defined in the Development Agreement) adjacent to this subdivision, including wetlands mitigation and the Sterling Ranch Road Bridge over Sand Creek, for which collateral will be posted in connection with said Development Agreement and not with this subdivision. Pursuant to the Development Agreement, collateral for construction of Sterling Ranch Road east of Sand Creek to the intersection with Briargate Parkway (except for any necessary grading and erosion control collateral), is not required with this subdivision. To secure and guarantee performance of its obligations as set forth therein, Classic SRJ, LLC agrees to provide collateral to remain in effect at all times until the improvements are completed and accepted in accordance with Chapter 5 of the ECM. Therefore, if any terms, provisions, conditions, and/or obligations contained herein conflict with the Development Agreement, the provisions of the Development Agreement shall control and supersede any conflicting terms contained herein.

4. Maintenance of Stormwater Facilities and Wetlands: The Metro District agrees for itself and its successors and assigns that it will regularly and routinely inspect, clean and maintain the Stormwater Facilities in compliance with the County-reviewed Operation and Maintenance Manual, attached hereto and incorporated herein by this reference as Exhibit F, 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 Stormwater Facilities shall be planted or allowed to grow within or adjacent to the Stormwater Facilities.

The Metro District agrees for itself and its successors and assigns, that it will maintain and properly manage the grasses, wetlands and other vegetation in the Onsite and Offsite Stormwater Facility Areas

and Wetlands Maintenance Area in compliance with the USACE conditions, the “Routine Maintenance Activities” specified in Exhibit F and other requirements or conditions of approval.

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

Adjacent Owner hereby grants the County and the Metro District each a non-exclusive perpetual easement upon and across the property described in Exhibit D for the purposes of access to and inspection, construction, cleaning, maintenance and repair of the Offsite Stormwater Facilities and any appurtenant improvements and wetlands. The creation of the County’s easement does not expressly or implicitly impose on the County a duty to so inspect, construct, clean, repair or maintain the Offsite Stormwater Facilities, wetlands, or any appurtenant improvements.

Neither Developer nor Metro District shall suffer any mechanics’ or materialmen’s liens to be enforced against the Adjacent Property or other property of Adjacent Owner for work done or materials furnished in connection with Developer’s and Metro District’s obligations under this Agreement. Adjacent Owner shall have no obligations with respect to the Offsite Stormwater Facilities other than to provide the property and access thereto, without obstruction, pursuant to the easement described herein.

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

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

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

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

- a. Conveyance of property described in Exhibit B from Developer to the District.

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

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

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

Developer and Metro District shall indemnify, defend and hold Adjacent Owner harmless from and against any and all obligations, liabilities, claims, liens, demands, loss, damage, injury, suit, causes of action, costs and expenses (including, without limitation, attorneys' fees) whatsoever in any way relating to or arising out of either (i) any stormwater runoff or drainage from the Subject Property and Onsite Stormwater Facilities Area shown in Exhibit B that enters or crosses the Adjacent Property or other properties, or (ii) the activities or obligations of Developer, Metro District, or their respective agents or representatives under this Agreement. At all times during any construction or maintenance activities within the Offsite Stormwater Facilities Area shown in Exhibit D, Developer and Metro District shall maintain, or cause to be maintained, in full force and effect, a policy of comprehensive general liability insurance issued on a form and with an insurance company reasonably acceptable to Adjacent Owner, and with such commercially reasonable coverage limits as Adjacent Owner may from time to time require. Prior to any construction or maintenance activities, Developer and Metro District shall provide Adjacent Owner with a certificate of insurance evidencing that Adjacent Owner has been named as an additional

insured under such policy. Such certificate shall provide that such policy shall not be cancelled or amended without thirty (30) days' prior written notice to Adjacent Owner.

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

12. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Developer, the Metro District, the Adjacent 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 stormwater drainage channel within the Stormwater Facilities Areas be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer and the Metro District shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County for any reason be determined to be solid waste or hazardous materials, the Developer and the Metro District, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

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

IN WITNESS WHEREOF, the Parties affix their signatures below.

DEVELOPER:

Executed this 29<sup>th</sup> day of July, 2022, by:

SR LAND, LLC

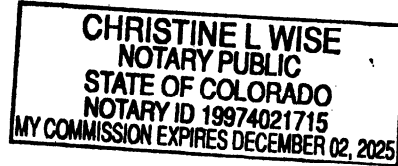
By:  \_\_\_\_\_  
James F. Morley, Manager

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 2022, by James F. Morley, Manager, SR Land, LLC.

Witness my hand and official seal.

My commission expires: 12-02-2025

Christine R. Wise  
Notary Public



ADJACENT OWNER:

Executed this 29<sup>th</sup> day of July, 2022, by:  
CLASSIC SRJ LAND, LLC

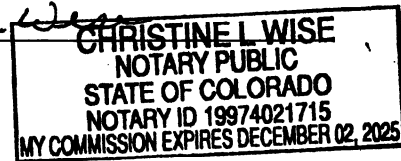
By: [Signature]  
Douglas Stimple, Manager

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 2022, by Douglas Stimple, as Manager of Classic SRJ Land, LLC.

Witness my hand and official seal.

My commission expires: 12-02-2025

Christine R. Wise  
Notary Public



METRO DISTRICT:

Executed this 29<sup>th</sup> day of July, 2022, by:  
STERLING RANCH METROPOLITAN DISTRICT #3

By: [Signature]  
Douglas Stimple, President

Attest:

By: [Signature]  
Loren J. Moreland, Secretary



Charles R. Collins, Secretary

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James F. Morley, President, and Charles R. Collins, Secretary, STERLING RANCH METROPOLITAN DISTRICT #3.

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: [Signature]  
Kevin Mastin, Interim Executive Director  
El Paso County Planning and Community Development Department  
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this 2nd day of August, 2022, by Kevin Mastin, Interim Executive Director of the El Paso County Planning and Community Development Department.

Witness my hand and official seal.

My commission expires: October 11, 2022

[Signature]  
\_\_\_\_\_  
Notary Public

Approved as to Content and Form:

[Signature]  
\_\_\_\_\_  
County Attorney's Office

Tara Joy Younger  
Notary Public  
State of Colorado  
Notary ID 20184040076  
My Commission Expires October 11, 2022

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 2022 by Douglas Stimple, President, and Loren J. Moreland, Secretary, STERLING RANCH METROPOLITAN DISTRICT #3.

Witness my hand and official seal.

My commission expires: 12-02-2025

Christine L. Wise  
Notary Public  
**CHRISTINE L WISE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974021715  
MY COMMISSION EXPIRES DECEMBER 02, 2025**

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

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By: [Signature]  
Kevin Mastin, Interim Executive Director  
El Paso County Planning and Community Development Department  
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August, 2022, by Kevin Mastin, Interim Executive Director of the El Paso County Planning and Community Development Department.

Witness my hand and official seal.

My commission expires: 9/2/2024

Petra Rangel  
Notary Public

Approved as to Content and Form:

\_\_\_\_\_  
County Attorney's Office

**PETRA RANGEL  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20164033815  
My Commission Expires 9/2/2024**

**Exhibit A (Legal Description of the Subject Property)**

A PARCEL OF LAND BEING ALL OF TRACT A, STERLING RANCH FILING NO. 2 RECORDED UNDER RECEPTION NO. 222714894 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, ALL OF THAT PROPERTY DESCRIBED IN THE QUITCLAIM DEED RECORDED UNDER RECEPTION NO. 217105379, TOGETHER WITH A PORTION OF THE SW1/4 OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AS MONUMENTED AT THE SOUTHWEST CORNER OF SAID BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" AND AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", SAID LINE BEARS N89°14'14"E, A DISTANCE OF 2,722.69 FEET.

COMMENCING AT SAID SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 34; THENCE N76°27'59"W, A DISTANCE OF 3,285.79 FEET TO THE NORTHEASTERLY CORNER OF STERLING RANCH FILING NO. 2, RECORDED UNDER RECEPTION NO. 222714894 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE SOUTHERLY LINE OF THAT 20' ELECTRIC EASEMENT RECORDED UNDER RECEPTION NO. 218054783, N76°19'20"E A DISTANCE OF 306.51 FEET;

THENCE DEPARTING SAID SOUTHERLY EASEMENT LINE, SIX (6) COURSES:

1. S76°13'42"E A DISTANCE OF 113.48 FEET;
2. S40°32'14"E A DISTANCE OF 104.08 FEET;
3. S17°59'13"W A DISTANCE OF 156.80 FEET;
4. S05°59'16"E A DISTANCE OF 253.00 FEET;
5. S30°01'27"E A DISTANCE OF 151.07 FEET;
6. S54°45'26"W A DISTANCE OF 199.63 FEET, TO A POINT ON THE SOUTHERLY LINE, AND ITS EXTENSION, OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 21705379;

THENCE ON SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. S78°47'17"W A DISTANCE OF 182.32 FEET;
2. S35°56'43"W A DISTANCE OF 113.87 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE ON SAID SOUTH LINE, S89°04'30"W A DISTANCE OF 1,073.19 FEET, TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID SOUTH LINE, THE FOLLOWING THREE (3) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S61°10'09"E, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 17°06'47" AND AN ARC LENGTH OF 67.20 FEET, TO A POINT OF REVERSE CURVE;

2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 59°37'18" AND AN ARC LENGTH OF 182.10 FEET, TO A POINT OF TANGENT;

3. N13°40'40"W A DISTANCE OF 303.66 FEET, TO A POINT ON THE NORTHERLY LINE OF THAT 20' ELECTRIC EASEMENT RECORDED UNDER RECEPTION NO. 218054783;

THENCE ON SAID NORTHERLY EASEMENT LINE, N76°19'20"E A DISTANCE OF 982.10 FEET;

THENCE DEPARTING SAID NORTHERLY EASEMENT LINE, N13°40'40"W A DISTANCE OF 80.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 910,909 SQUARE FEET OR 20.9116 ACRES.

**Exhibit B (Legal Description of the Onsite Stormwater Facilities Area)**

**Tract B, Sterling Ranch Filing No. 3**

Exhibit C (Legal Description of the Adjacent Property)



JOB NO. 1183.02-02  
NOVEMBER 18, 2021  
PAGE 1 OF 3

619 N. Cascade Avenue, Suite 200 (719) 785-0790  
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

**LEGAL DESCRIPTION: STERLING RANCH EAST OF SAND CREEK**

A PARCEL OF LAND BEING A PORTION OF SECTIONS 27, 28, 33 AND 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10378, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10378, 2006", IS ASSUMED TO BEAR N89°06'26"E, A DISTANCE OF 1356.68 FEET.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, SAID POINT BEING AN ANGLE POINT IN THE BOUNDARY OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653 RECORDS OF EL PASO COUNTY, COLORADO SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°53'18"E, ON THE WESTERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 1316.78 FEET;

THENCE N87°35'00"E, ON THE SOUTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN A DISTANCE OF 893.40 FEET TO THE SOUTHEASTERLY CORNER OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1;

THENCE N87°35'00"E, ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27 A DISTANCE OF 639.36 FEET TO THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 27;

THENCE N00°54'30"W ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 27 A DISTANCE OF 3925.63 FEET TO THE WEST SIXTEENTH CORNER OF SAID SECTION 27;

THENCE N88°38'53"E, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 1330.89 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 27;

THENCE N89°05'33"E, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 A DISTANCE OF 685.29 FEET TO THE WEST-EAST SIXTY-FOURTH CORNER OF SAID SECTION 27 AND SAID SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE S01°01'59"E, ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 27 A DISTANCE OF 5174.84 FEET TO THE WEST-EAST SIXTY-FOURTH CORNER OF SAID SECTION 27 AND SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE N87°09'00"E, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 A DISTANCE OF 574.82 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 27 AND SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE S00°13'01"E, ON THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 34 A DISTANCE OF 5407.24 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 34 AND SECTION 3, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE S88°14'28"W, ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 A DISTANCE OF 1349.46 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 34;

THENCE S88°14'14"W, ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 2722.58 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34;

THENCE S89°13'48"W, ON THE SOUTH LINE OF SECTION 33 TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, A DISTANCE OF 1401.41 FEET;

THENCE  $888^{\circ}04'30''$ W, ON THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 1848.85 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL A AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 214100807;

THENCE ON THE EASTERLY BOUNDARY OF SAID PARCEL A THE FOLLOWING (8) EIGHT COURSES;

1.  $N35^{\circ}58'43''$ E, A DISTANCE OF 113.88 FEET;
2.  $N78^{\circ}47'17''$ E, A DISTANCE OF 182.32 FEET;
3.  $N54^{\circ}45'28''$ E, A DISTANCE OF 199.63 FEET;
4.  $N30^{\circ}01'27''$ W, A DISTANCE OF 151.07 FEET;
5.  $N05^{\circ}59'16''$ W, A DISTANCE OF 253.00 FEET;
6.  $N17^{\circ}59'13''$ E, A DISTANCE OF 156.80 FEET;
7.  $N40^{\circ}32'14''$ W, A DISTANCE OF 104.08 FEET;
8.  $N76^{\circ}13'42''$ W, A DISTANCE OF 113.48 FEET TO THE SOUTHEASTERLY CORNER OF TRACT D AS PLATTED IN STERLING RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 218714151;

THENCE ON THE EASTERLY BOUNDARY OF SAID TRACT D THE FOLLOWING (27) TWENTY-SEVEN COURSES;

1.  $N76^{\circ}13'42''$ W, A DISTANCE OF 278.31 FEET;
2.  $N17^{\circ}53'47''$ W, A DISTANCE OF 105.91 FEET;
3.  $N46^{\circ}52'24''$ E, A DISTANCE OF 128.28 FEET;
4.  $N16^{\circ}27'56''$ W, A DISTANCE OF 241.77 FEET;
5.  $N00^{\circ}53'19''$ W, A DISTANCE OF 131.63 FEET;
6.  $N35^{\circ}47'33''$ E, A DISTANCE OF 139.61 FEET;
7.  $N46^{\circ}04'45''$ E, A DISTANCE OF 252.38 FEET;
8.  $N80^{\circ}18'33''$ E, A DISTANCE OF 166.84 FEET;
9.  $N85^{\circ}39'18''$ E, A DISTANCE OF 252.42 FEET;
10.  $N02^{\circ}44'27''$ E, A DISTANCE OF 452.46 FEET;
11.  $N28^{\circ}08'12''$ W, A DISTANCE OF 393.42 FEET;
12.  $N04^{\circ}22'24''$ W, DISTANCE OF 296.69 FEET;
13.  $N13^{\circ}28'59''$ E, A DISTANCE OF 371.46 FEET;
14.  $S88^{\circ}53'18''$ E, A DISTANCE OF 58.14 FEET;
15.  $S19^{\circ}39'33''$ E, A DISTANCE OF 163.51 FEET;
16.  $S50^{\circ}40'25''$ E, A DISTANCE OF 72.52 FEET;
17.  $N50^{\circ}58'40''$ E, A DISTANCE OF 94.24 FEET;
18.  $N40^{\circ}27'16''$ E, A DISTANCE OF 150.90 FEET;
19.  $N85^{\circ}02'48''$ E, A DISTANCE OF 832.58 FEET;
20.  $N87^{\circ}30'37''$ E, A DISTANCE OF 117.08 FEET;
21.  $N59^{\circ}31'52''$ E, A DISTANCE OF 178.71 FEET;
22.  $N00^{\circ}14'13''$ E, A DISTANCE OF 243.48 FEET;
23.  $N31^{\circ}50'18''$ E, A DISTANCE OF 229.19 FEET;
24.  $N42^{\circ}37'17''$ E, A DISTANCE OF 138.57 FEET;
25.  $N14^{\circ}40'14''$ W, A DISTANCE OF 112.28 FEET;
26.  $N39^{\circ}33'48''$ E, A DISTANCE OF 15.00 FEET;
27.  $N50^{\circ}28'12''$ W, A DISTANCE OF 89.48 FEET TO THE NORTHEASTERLY CORNER OF TRACT B AS PLATTED IN SAID STERLING RANCH FILING NO. 1;

THENCE  $N50^{\circ}28'12''$ W, ON THE NORTHERLY BOUNDARY OF SAID TRACT B A DISTANCE OF 678.85 FEET TO THE SOUTHEASTERLY CORNER OF BRIARGATE PARKWAY AS PLATTED IN SAID STERLING RANCH FILING NO. 1;

THENCE  $N39^{\circ}33'48''$ E, ON THE EASTERLY RIGHT OF WAY LINE OF SAID BRIARGATE PARKWAY DISTANCE OF 130.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF PARCEL B AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 214100807;

THENCE ON THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID TRACT B THE FOLLOWING (21) TWENTY-ONE COURSES;

1.  $S50^{\circ}28'12''$ E, A DISTANCE OF 528.23 FEET;
2.  $N01^{\circ}38'45''$ W, A DISTANCE OF 162.43 FEET;
3.  $N12^{\circ}02'49''$ E, A DISTANCE OF 98.11 FEET;
4.  $N24^{\circ}36'52''$ E, A DISTANCE OF 161.87 FEET;
5.  $N29^{\circ}30'49''$ E, A DISTANCE OF 240.18 FEET;
6.  $N01^{\circ}37'42''$ E, A DISTANCE OF 124.40 FEET;

7. N43°15'02"E, A DISTANCE OF 394.30 FEET;
8. S89°02'45"E, A DISTANCE OF 390.33 FEET;
9. N03°59'10"W, A DISTANCE OF 264.89 FEET;
10. N40°48'13"E, A DISTANCE OF 162.89 FEET;
11. N55°47'29"E, A DISTANCE OF 233.14 FEET;
12. N26°28'12"E, A DISTANCE OF 345.04 FEET;
13. N17°38'20"E, A DISTANCE OF 312.28 FEET
14. N19°09'07"W, A DISTANCE OF 155.42 FEET;
15. N08°22'17"W, A DISTANCE OF 157.75 FEET;
16. N09°10'39" E, A DISTANCE OF 166.63 FEET;
17. N17°17'43"W, A DISTANCE OF 155.83 FEET;
18. N17°14'41"W, A DISTANCE OF 84.18 FEET;
19. N17°40'07"E, A DISTANCE OF 85.20 FEET;
20. N36°39'59"E, A DISTANCE OF 139.21 FEET;
21. N20°41'57"W, A DISTANCE OF 261.07 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1;

THENCE N89°08'28"E, ON THE SOUTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 A DISTANCE OF 128.33 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,075.244 ACRES.

EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND;

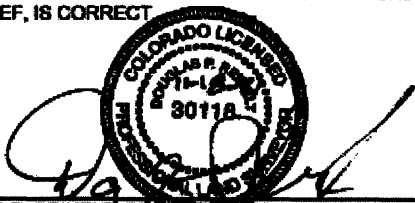
MVEA SUBSTATION AS PLATTED IN MVEA SUBSTATION AT STERLING RANCH EXEMPTION SURVEY PLAT RECORDED UNDER RECEPTION NO. 221714681 RECORDS OF EL PASO COUNTY, COLORADO.

CONTAINING A CALCULATED AREA OF 5.00 ACRES

CONTAINING A NET CALCULATED AREA OF 1,070.244 ACRES

**LEGAL DESCRIPTION STATEMENT:**

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT



DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR  
COLORADO P.L.S. NO. 30118  
FOR AND ON BEHALF OF CLASSIC CONSULTING  
ENGINEERS AND SURVEYORS, LLC

NOV 18, 2021  
DATE



Exhibit D (Legal Description of the Offsite Stormwater Facilities Area)

**BASIS OF BEARINGS:** THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR N89°08'28"E, A DISTANCE OF 1356.68 FEET.

**PARCEL 1**

COMMENCING AT THE CENTER-EAST ONE-SIXTEENTH CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, SAID POINT BEING THE SOUTHWESTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714853 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S12°01'42"W, A DISTANCE OF 7255.05 FEET TO THE POINT OF BEGINNING;

THENCE N76°19'20"E, A DISTANCE OF 79.99 FEET;

THENCE S13°40'40"E, A DISTANCE OF 475.82 FEET;

THENCE S51°50'20"E, A DISTANCE OF 126.52 FEET;

THENCE S31°00'00"W, A DISTANCE OF 351.85 FEET TO THE SOUTH LINE OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE S88°04'30"W, ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 416.28 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL A AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 214100607;

THENCE ON THE EASTERLY BOUNDARY OF SAID PARCEL A AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 214100607 THE FOLLOWING SEVEN (7) COURSES;

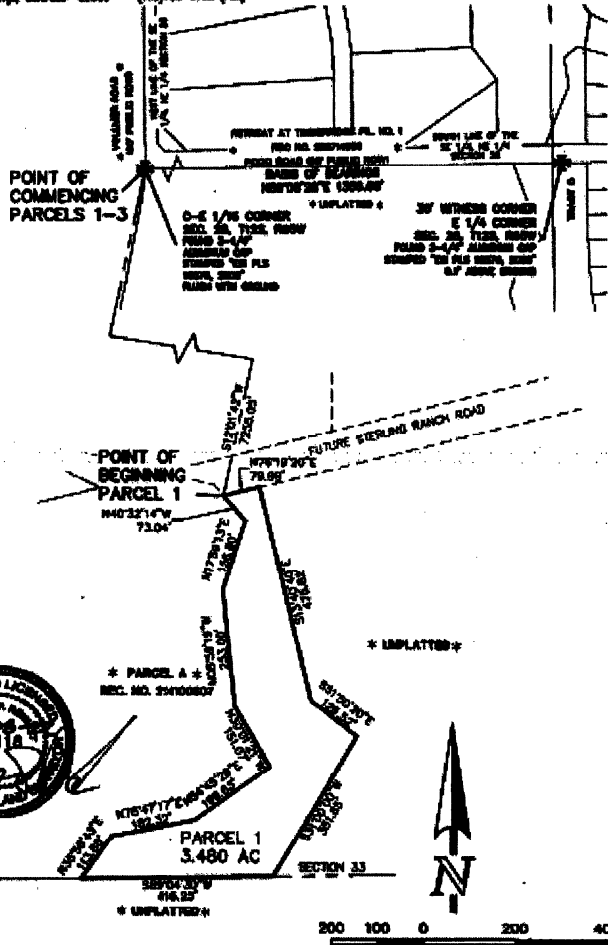
1. N35°58'43"E, A DISTANCE OF 113.88 FEET;
2. N78°47'17"E, A DISTANCE OF 182.32 FEET;
3. N54°45'26"E, A DISTANCE OF 199.83 FEET;
4. N30°01'21"W, A DISTANCE OF 151.07 FEET;
5. N05°59'18"W, A DISTANCE OF 253.00 FEET;
6. N17°59'13"E, A DISTANCE OF 158.80 FEET;
7. N40°32'14"W, A DISTANCE OF 73.04 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 3.490 ACRES.



800 North Cascade Avenue, Suite 200 (781)222-8780  
Colorado Springs, Colorado 80905 (781)222-8788 (Fax)

STERLING RANCH TRACTS  
PARCEL 1  
JOB NO. 1183.22-07  
JULY 7, 2022  
SHEET 4 OF 6



1183.22-07-EXHIBIT 15-07-STERLING RANCH TRACTS PL. 22-07-01.dwg, 7/9/2022 4:28:50 PM, 1:1



CLASSIC CONSULTING, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.

SCALE: 1" = 200'  
U.S. SURVEY FEET

**EXHIBIT E**

**Wetlands Maintenance Area**

**5.96 Ac. between Sand Creek Restoration Plans Proposed Low Flow Channel Station 53+00 and Station 75+00**

## **EXHIBIT F**

### **Open Drainage Channel Inspections, Operations and Maintenance (O&M)**

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

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

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

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

**Table 1 – General Channel Maintenance Guidelines**

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

**Routine Maintenance Activities**

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

**Table 2 – Summary of Routine Maintenance Activities**

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

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

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

**Minor Maintenance Activities**

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

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

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

**Major Maintenance Activities**

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

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

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

**Inspection Procedures**

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

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

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

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

Illicit discharges such as dumping of home goods or garbage, appliances, yard wastes, paint spills, abandoned oil containers and other pollutants shall be immediately reported to EPC Staff and other agencies as appropriate. Reference El Paso County Ordinance No. 07-01, as amended. EPC recommends that the responsible entity encourage public reporting of improper waste disposal by posting “No Dumping” signs, neighborhood notices, and/or social media when available, with contact information to report violations.

### Wetlands

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

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

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

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

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

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



Open Drainage Channel Inspection Report Form

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

Type of inspection: Post-Storm \_\_\_\_\_ Complaint \_\_\_\_\_ Routine \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of problem: Litter \_\_\_ Minor \_\_\_ Obstruction \_\_\_ Structural \_\_\_ Illicit Discharge\*\* \_\_\_

Recommended maintenance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Is equipment needed? \_\_\_\_\_ If so, list equipment needed: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Offsite Right of entry needed? \_\_\_\_\_

Work order description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State permit(s) needed? \_\_\_\_\_ Work order number: \_\_\_\_\_

Date: \_\_\_\_\_ Crew chief: \_\_\_\_\_

Maintenance performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inspected by: \_\_\_\_\_

Use other side for additional recommendations for this site.  
**\*\*Report illicit discharges to the County and appropriate agencies.**