

**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 and CLASSIC SRJ 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 and SR 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 Subject 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 Homestead North at Sterling Ranch Filing No. 1; and

E. WHEREAS, the development of the Subject Property will materially increase the volume and decrease the quality of stormwater runoff from the Subject Property; therefore, it is in the best interest of the public health, safety and welfare for the County to condition approval of this Subdivision 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 January, 2022; Full Spectrum Detention Pond C in accordance the Storm Sewer System Plans dated September,2022; ultimate Sand Creek channel improvements consisting of drop structures, grade control structures, and revegetation BMPs for a length of approximately 4,000 feet north of Briargate Parkway to the north 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 Briargate Parkway 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 Briargate Parkway and 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.

Developer hereby grants the County and the Metro District each a non-exclusive perpetual easement upon and across the property described in Exhibit E. The purpose of the easement is to allow the County and the Metro District to access, inspect, clean, repair and maintain the Wetlands Maintenance Area; however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the Wetlands Maintenance Area.

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.

Adjacent Owner hereby grants the County and the Metro District each a non-exclusive perpetual easement upon and across the property described in Exhibit E for the purposes of access to and inspection, construction, cleaning, maintenance and repair of the Wetlands Maintenance Area. 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 Wetlands Maintenance Area.

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, Exhibit D and Exhibit E 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.

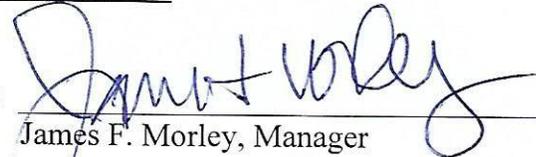
14. Applicable Law and Venue: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in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

IN WITNESS WHEREOF, the Parties affix their signatures below.

DEVELOPER:

Executed this 10<sup>th</sup> day of January, 2023, by:

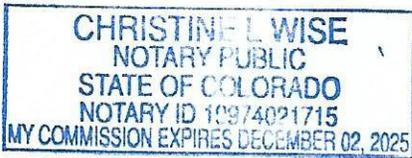
SR LAND, LLC

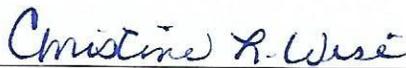
By:   
James F. Morley, Manager

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2023, by James F. Morley, Manager, SR Land, LLC.

Witness my hand and official seal.

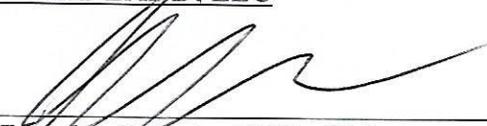
My commission expires: 12-02-2025



  
Notary Public

Executed this 10<sup>th</sup> day of January, 2023, by:

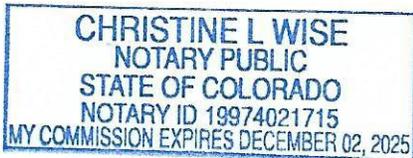
CLASSIC SRJ LAND, LLC

By:   
Douglas Stimple, CEO of Manager

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2023, by Douglas Stimple, as CEO of Manager of Classic SRJ Land, LLC.

Witness my hand and official seal.

My commission expires: 12-02-2025

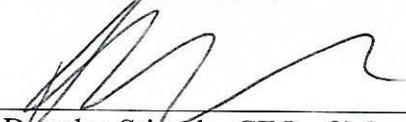


  
Notary Public

ADJACENT OWNER:

Executed this 10<sup>th</sup> day of January, 2023, by:

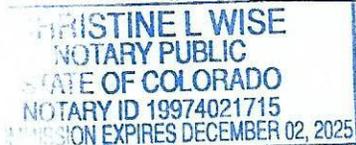
CLASSIC SRJ LAND, LLC

By:   
Douglas Stimple, CEO of Manager

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2023, by Douglas Stimple, as CEO of Manager of Classic SRJ Land, LLC.

Witness my hand and official seal.

My commission expires: 12-02-2025



Christine R. Wise  
Notary Public

Executed this 10<sup>th</sup> day of January, 2023, by:

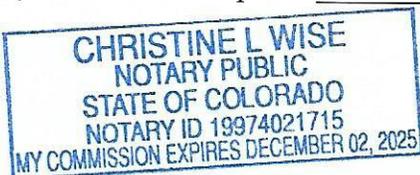
SR LAND, LLC

By:   
James F. Morley, Manager

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2023, 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

METRO DISTRICT:

Executed this 10<sup>th</sup> day of January, 2023, by:

STERLING RANCH METROPOLITAN DISTRICT #3

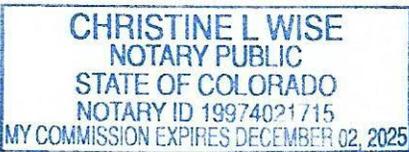
By: [Signature]  
Douglas Stimple, President

Attest:  
By: [Signature]  
Loren J. Moreland, Secretary

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2023, 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



[Signature: Christine R. Wise]  
Notary Public

Executed this \_\_\_\_\_ day of January, 2023, by:

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By: \_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Approved as to Content and Form:

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

Exhibit A (Legal Description of the Subject Property)

LEGAL DESCRIPTION – PROPOSED HOMESTEAD NORTH AT STERLING RANCH FILING NO. 1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, THE SOUTHEAST QUARTER OF SECTION 28, SECTION 33, AND THE WEST HALF OF SECTION 34, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, 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 SOUTHWEST QUARTER 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 THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N74°13'21"W A DISTANCE OF 2,835.33 FEET, TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF STERLING RANCH FILING NO. 3 RECORDED UNDER RECEPTION NO. 222714995 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ON THE NORTHERLY BOUNDARY LINE OF SAID STERLING RANCH FILING NO. 3, THE FOLLOWING THREE (3) COURSES:

1. N40°32'14"W A DISTANCE OF 48.86 FEET;
2. N76°13'42"W A DISTANCE OF 113.48 FEET;
3. S76°19'20"W A DISTANCE OF 65.62 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, THE FOLLOWING FIVE (5) COURSES:

1. N13°40'40"W A DISTANCE OF 22.11 FEET;
2. N01°19'20"E A DISTANCE OF 18.32 FEET;
3. N70°06'35"E A DISTANCE OF 170.61 FEET;
4. S58°40'40"E A DISTANCE OF 19.87 FEET;

5. S13°40'40"E A DISTANCE OF 44.22 FEET, TO A POINT ON THE NORTHERLY LINE OF THAT 80' ACCESS AND UTILITY EASEMENT RECORDED UNDER RECEPTION NO. 214100441;

THENCE ON THE NORTHERLY AND WESTERLY LINES OF SAID EASEMENT, THE FOLLOWING THREE (3) COURSES:

1. N76°19'20"E A DISTANCE OF 1,779.02 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,460.00 FEET, A CENTRAL ANGLE OF 62°50'51" AND AN ARC LENGTH OF 1601.47 FEET, TO A POINT OF TANGENT;
3. N13°28'29"E A DISTANCE OF 1,168.84 FEET;

THENCE DEPARTING THE WESTERLY LINE OF SAID EASEMENT, N31°31'31"W A DISTANCE OF 49.50 FEET;

THENCE ON A LINE BEING 15.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THAT 160' ACCESS AND UTILITY EASEMENT RECORDED UNDER RECEPTION NO. 214100441, THE FOLLOWING THREE (3) COURSES:

1. N76°31'31"W A DISTANCE OF 232.57 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,065.00 FEET, A CENTRAL ANGLE OF 26°05'19" AND AN ARC LENGTH OF 940.26 FEET, TO A POINT OF TANGENT;
3. N50°26'12"W A DISTANCE OF 400.79 FEET;

THENCE THE FOLLOWING FOUR (4) COURSES:

1. S39°33'48"W A DISTANCE OF 14.16 FEET;
2. N79°16'20"W A DISTANCE OF 242.01 FEET;
3. N35°23'49"W A DISTANCE OF 25.39 FEET;
4. N39°33'48"E A DISTANCE OF 124.30 FEET;

THENCE ON A LINE BEING 15.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID 160' ACCESS AND UTILITY EASEMENT, N50°26'12"W A DISTANCE OF 717.72 FEET, TO THE SOUTHEASTERLY CORNER OF BRIARGATE PARKWAY, AS SHOWN ON THE PLAT OF STERLING RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 218714151;

THENCE ON THE EASTERLY AND NORTHERLY RIGHT-OF-WAY LINE OF SAID BRIARGATE PARKWAY, THE FOLLOWING TWO (2) COURSES:

1. N39°33'48"E A DISTANCE OF 130.00 FEET;
2. N50°26'12"W A DISTANCE OF 810.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, N39°33'48"E A DISTANCE OF 1,018.96 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIXTEEN (16) COURSES:

1. S50°28'09"E A DISTANCE OF 220.07 FEET;
2. N39°31'51"E A DISTANCE OF 20.92 FEET;
3. S50°26'12"E A DISTANCE OF 574.81 FEET;
4. S36°32'11"E A DISTANCE OF 65.00 FEET, TO A POINT OF NON-TANGENT CURVE;
5. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N36°32'11"W, HAVING A RADIUS OF 1,043.00 FEET, A CENTRAL ANGLE OF 05°38'09" AND AN ARC LENGTH OF 102.59 FEET, TO A POINT OF REVERSE CURVE;

6. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 755.00 FEET, A CENTRAL ANGLE OF 19°32'10" AND AN ARC LENGTH OF 257.43 FEET, TO A POINT OF TANGENT;

7. S39°33'48"W A DISTANCE OF 33.69 FEET;

8. S50°26'12"E A DISTANCE OF 365.58 FEET;

9. S19°42'21"W A DISTANCE OF 180.77 FEET;

10. S32°15'45"W A DISTANCE OF 71.66 FEET;

11. S41°47'19"W A DISTANCE OF 88.37 FEET;

12. S14°57'52"W A DISTANCE OF 155.36 FEET;

13. S03°04'57"E A DISTANCE OF 108.15 FEET;

14. S78°59'19"E A DISTANCE OF 116.25 FEET;

15. S35°23'49"E A DISTANCE OF 25.33 FEET;

16. S39°33'48"W A DISTANCE OF 138.78 FEET;

THENCE ON A LINE BEING 15.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID 160' ACCESS AND UTILITY EASEMENT, THE FOLLOWING THREE (3) COURSES:

1. S50°26'12"E A DISTANCE OF 682.86 FEET, TO A POINT OF CURVE;

2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,935.00 FEET, A CENTRAL ANGLE OF 26°05'19" AND AN ARC LENGTH OF 881.07 FEET, TO A POINT OF TANGENT;

3. S76°31'31"E A DISTANCE OF 232.57 FEET;

THENCE THE FOLLOWING NINE (9) COURSES:

1. N58°28'13"E A DISTANCE OF 49.50 FEET;

2. N13°28'29"E A DISTANCE OF 10.00 FEET;

3. S76°31'32"E A DISTANCE OF 80.00 FEET;

4. S13°28'29"W A DISTANCE OF 10.00 FEET;

5. S31°31'31"E A DISTANCE OF 49.51 FEET;

6. S76°31'31"E A DISTANCE OF 10.00 FEET;

7. S13°28'38"W A DISTANCE OF 130.00 FEET;

8. N76°31'31"W A DISTANCE OF 10.00 FEET;

9. S58°28'29"W A DISTANCE OF 49.50 FEET, TO A POINT ON THE EASTERLY LINE OF SAID 80' ACCESS AND UTILITY EASEMENT;

THENCE ON EASTERLY AND SOUTHERLY LINES OF SAID 80' ACCESS AND UTILITY EASEMENT, THE FOLLOWING THREE (3) COURSES:

1. S13°28'29"W A DISTANCE OF 1,168.84 FEET, TO A POINT OF CURVE;

2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,540.00 FEET, A CENTRAL ANGLE OF 62°50'51" AND AN ARC LENGTH OF 1,689.22 FEET, TO A POINT OF TANGENT;

3. S76°19'20"W A DISTANCE OF 1,779.02 FEET;

THENCE DEPARTING THE SOUTHERLY LINE OF SAID 80' ACCESS AND UTILITY EASEMENT, S13°40'40"E A DISTANCE OF 15.90 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,886,972 SQUARE FEET OR 43.3189 ACRES.

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

Tract F, Homestead North at Sterling Ranch Filing No. 1

Exhibit C (Legal Description of the Classic SRJ Land 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 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.

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 693.40 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 639.38 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°09'09"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 S89°14'26"W, ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 A DISTANCE OF 1349.45 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 34;

THENCE S89°14'14"W, ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 2722.56 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 S89°04'30"W, ON THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 1646.85 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 THE FOLLOWING (8) EIGHT COURSES;

1. N35°56'43"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 199.63 FEET;
4. N30°01'27"W, A DISTANCE OF 151.07 FEET;
5. N05°59'16"W, A DISTANCE OF 253.00 FEET;
6. N17°59'13"E, A DISTANCE OF 156.80 FEET;
7. N40°32'14"W, A DISTANCE OF 104.08 FEET;
8. N76°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°13'42"W, A DISTANCE OF 278.31 FEET;
2. N17°53'47"W, A DISTANCE OF 105.91 FEET;
3. N46°52'24"E, A DISTANCE OF 128.28 FEET;
4. N15°27'56"W, A DISTANCE OF 241.77 FEET;
5. N00°53'19"W, A DISTANCE OF 131.63 FEET;
6. N35°47'33"E, A DISTANCE OF 139.61 FEET;
7. N46°04'45"E, A DISTANCE OF 252.38 FEET;
8. N60°18'33"E, A DISTANCE OF 166.84 FEET;
9. N65°39'18"E, A DISTANCE OF 252.42 FEET;
10. N02°44'27"E, A DISTANCE OF 452.46 FEET;
11. N26°06'12"W, A DISTANCE OF 393.42 FEET;
12. N04°22'24"W, DISTANCE OF 296.69 FEET;
13. N13°28'59"E, A DISTANCE OF 371.46 FEET;
14. S88°53'18"E, A DISTANCE OF 56.14 FEET;
15. S19°39'33"E, A DISTANCE OF 163.51 FEET;
16. S50°40'25"E, A DISTANCE OF 72.52 FEET;
17. N50°58'40"E, A DISTANCE OF 94.24 FEET;
18. N40°27'16"E, A DISTANCE OF 150.60 FEET;
19. N65°02'48"E, A DISTANCE OF 632.56 FEET;
20. N87°30'37"E, A DISTANCE OF 117.08 FEET;
21. N59°31'52"E, A DISTANCE OF 178.71 FEET;
22. N00°14'13"E, A DISTANCE OF 243.48 FEET;
23. N31°50'18"E, A DISTANCE OF 229.19 FEET;
24. N42°37'17"E, A DISTANCE OF 138.57 FEET;
25. N14°40'14"W, A DISTANCE OF 112.26 FEET;
26. N39°33'48"E, A DISTANCE OF 15.00 FEET;
27. N50°26'12"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°26'12"W, ON THE NORTHERLY BOUNDARY OF SAID TRACT B A DISTANCE OF 676.65 FEET TO THE SOUTHEASTERLY CORNER OF BRIARGATE PARKWAY AS PLATTED IN SAID STERLING RANCH FILING NO. 1;

THENCE N39°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. 214100607;

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

1. S50°26'12"E, A DISTANCE OF 528.23 FEET;
2. N01°38'45"W, A DISTANCE OF 162.43 FEET;
3. N12°02'49"E, A DISTANCE OF 98.11 FEET;
4. N24°38'52"E, A DISTANCE OF 161.87 FEET;
5. N29°30'49"E, A DISTANCE OF 240.16 FEET;
6. N01°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 264.69 FEET;
10. N40°46'13"E, A DISTANCE OF 162.69 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 84.16 FEET;
19. N17°40'07"E, A DISTANCE OF 65.20 FEET;
20. N36°36'59"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)

CLASSIC SRJ LAND, LLC Offsite Stormwater Facilities Area

PARCEL 3

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. 220714653 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE ON THE SOUTHERLY, WESTERLY AND SOUTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 THE FOLLOWING THREE (3) COURSES:

1. N89°08'28"E, A DISTANCE OF 1326.68 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 28;
2. S00°53'18"E, A DISTANCE OF 1316.78 FEET;
3. N87°35'00"E, A DISTANCE OF 73.64 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N87°35'00"E, ON THE SOUTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1, A DISTANCE OF 61.61 FEET;  
THENCE S02°25'00"E, A DISTANCE OF 408.44 FEET;  
THENCE S15°00'00"W, A DISTANCE OF 125.56 FEET;

THENCE S51°25'27"W, A DISTANCE OF 147.11 FEET;  
THENCE S47°55'25"W, A DISTANCE OF 147.11 FEET;  
THENCE S43°01'44"W, A DISTANCE OF 147.11 FEET;  
THENCE S39°33'48"W, A DISTANCE OF 282.90 FEET;  
THENCE S34°39'51"W, A DISTANCE OF 70.26 FEET;  
THENCE S47°41'36"W, A DISTANCE OF 70.71 FEET;  
THENCE S43°38'56"W, A DISTANCE OF 70.18 FEET;  
THENCE N50°26'12"W, A DISTANCE OF 40.00 FEET;  
THENCE S71°59'24"W, A DISTANCE OF 208.94 FEET;  
THENCE S39°33'48"W, A DISTANCE OF 98.87 FEET;  
THENCE S18°00'00"W, A DISTANCE OF 171.46 FEET;  
THENCE S50°26'12"E, A DISTANCE OF 40.00 FEET;  
THENCE S39°33'48"W, A DISTANCE OF 721.68 FEET;  
THENCE N50°26'12"W, A DISTANCE OF 75.41 FEET;  
THENCE N03°04'57"W, A DISTANCE OF 230.22 FEET;  
THENCE N14°57'52"E, A DISTANCE OF 155.36 FEET;  
THENCE N41°47'19"E, A DISTANCE OF 88.37 FEET;  
THENCE N32°15'45"E, A DISTANCE OF 71.66 FEET;  
THENCE N19°42'21"E, A DISTANCE OF 185.56 FEET;  
THENCE N12°38'34"E, A DISTANCE OF 55.41 FEET;  
THENCE N27°12'58"E, A DISTANCE OF 75.48 FEET;  
THENCE N01°04'54"E, A DISTANCE OF 49.42 FEET;  
THENCE N87°04'53"E, A DISTANCE OF 91.55 FEET;  
THENCE N12°28'27"E, A DISTANCE OF 90.70 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 85°24'40", A RADIUS OF 85.46 FEET AND A DISTANCE OF 127.39 FEET TO A POINT OF REVERSE CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 21°27'48", A RADIUS OF 208.41 FEET AND A DISTANCE OF 78.07 FEET TO A POINT OF REVERSE CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 66°07'59", A RADIUS OF 43.53 FEET AND A DISTANCE OF 50.24 FEET TO A POINT ON CURVE;  
THENCE S63°10'02"E, A DISTANCE OF 59.72 FEET;  
THENCE S82°52'49"E, A DISTANCE OF 82.74 FEET;  
THENCE N82°29'37"E, A DISTANCE OF 85.63 FEET;  
THENCE N51°10'06"E, A DISTANCE OF 86.23 FEET;  
THENCE N56°06'51"E, A DISTANCE OF 68.55 FEET;  
THENCE N29°35'35"E, A DISTANCE OF 198.68 FEET;  
THENCE N51°16'10"E, A DISTANCE OF 361.44 FEET;  
THENCE N27°44'47"E, A DISTANCE OF 82.16 FEET;  
THENCE N07°20'33"E, A DISTANCE OF 248.45 FEET;  
THENCE N17°58'09"E, A DISTANCE OF 105.84 FEET;  
THENCE N23°30'33"E, A DISTANCE OF 96.02 FEET;  
THENCE N04°00'08"E, A DISTANCE OF 38.97 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 11.976 ACRES.





CHANNEL EASEMENT

**PROPERTY DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, THE SOUTHEAST QUARTER OF SECTION 28, AND THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, 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 PRINCIPAL MERIDIAN, AS MONUMENTED AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER 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.

COMMENCING AT THE SOUTHWEST OF CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M.;

THENCE N11°20'29"W A DISTANCE OF 5,356.78 FEET, TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING THIRTY-SIX (36) COURSES:

1. N50°26'12"W A DISTANCE OF 110.61 FEET;
2. N39°32'55"E A DISTANCE OF 27.45 FEET;
3. N26°11'26"E A DISTANCE OF 56.58 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 6.00 FEET, A CENTRAL ANGLE OF 12°20'46" AND AN ARC LENGTH OF 1.29 FEET, TO A POINT OF TANGENT;
5. N13°50'40"E A DISTANCE OF 4.78 FEET, TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 77°36'15" AND AN ARC LENGTH OF 487.60 FEET, TO A POINT OF REVERSE CURVE;
7. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 44°20'11" AND AN ARC LENGTH OF 162.50 FEET, TO A POINT TANGENT;
8. N47°06'44"E A DISTANCE OF 42.79 FEET, TO A POINT OF CURVE;
9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 61.00 FEET, A CENTRAL ANGLE OF 18°09'34" AND AN ARC LENGTH OF 19.33 FEET, TO A POINT OF TANGENT;
10. N65°16'17"E A DISTANCE OF 68.61 FEET, TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 66°32'02" AND AN ARC LENGTH OF 45.29 FEET, TO A POINT OF TANGENT;

12. N01°15'45"W A DISTANCE OF 72.65 FEET, TO A POINT OF CURVE;
13. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 92.50 FEET, A CENTRAL ANGLE OF 49°17'46" AND AN ARC LENGTH OF 79.59 FEET, TO A POINT OF TANGENT;
14. N48°02'01"E A DISTANCE OF 109.77 FEET, TO A POINT OF CURVE;
15. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 10°21'41" AND AN ARC LENGTH OF 6.78 FEET, TO A POINT OF TANGENT;
16. N37°40'20"E A DISTANCE OF 20.53 FEET, TO A POINT OF CURVE;
17. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 62.50 FEET, A CENTRAL ANGLE OF 20°49'08" AND AN ARC LENGTH OF 22.71 FEET, TO A POINT OF TANGENT;
18. N58°29'29"E A DISTANCE OF 21.44 FEET, TO A POINT OF CURVE;
19. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 372.00 FEET, A CENTRAL ANGLE OF 28°48'24" AND AN ARC LENGTH OF 187.03 FEET, TO A POINT OF TANGENT;
20. N29°41'04"E A DISTANCE OF 273.67 FEET, TO A POINT OF CURVE;
21. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 808.00 FEET, A CENTRAL ANGLE OF 24°35'20" AND AN ARC LENGTH OF 346.76 FEET, TO A POINT OF COMPOUND CURVE;
22. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 35°58'11" AND AN ARC LENGTH OF 23.54 FEET, TO A POINT TANGENT;
23. N30°52'26"W A DISTANCE OF 86.69 FEET, TO A POINT OF CURVE;
24. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 112.50 FEET, A CENTRAL ANGLE OF 22°05'57" AND AN ARC LENGTH OF 43.39 FEET, TO A POINT OF TANGENT;
25. N08°46'30"W A DISTANCE OF 175.18 FEET, TO A POINT OF CURVE;
26. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 07°55'00" AND AN ARC LENGTH OF 16.58 FEET, TO A POINT OF TANGENT;
27. N00°51'29"W A DISTANCE OF 199.03 FEET, TO A POINT OF CURVE;
28. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 87.50 FEET, A CENTRAL ANGLE OF 17°51'03" AND AN ARC LENGTH OF 27.26 FEET, TO A POINT OF TANGENT;
29. N18°42'32"W A DISTANCE OF 80.54 FEET, TO A POINT OF CURVE;
30. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 112.50 FEET, A CENTRAL ANGLE OF 44°32'40" AND AN ARC LENGTH OF 87.46 FEET, TO A POINT OF TANGENT;
31. N25°50'08"E A DISTANCE OF 88.95 FEET, TO A POINT OF CURVE;

32. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 85°51'02" AND AN ARC LENGTH OF 112.38 FEET, TO A POINT OF REVERSE CURVE;
33. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 91°10'38" AND AN ARC LENGTH OF 36.60 FEET, TO A POINT OF TANGENT;
34. N31°09'44"E A DISTANCE OF 11.45 FEET;
35. N01°04'03"W A DISTANCE OF 143.40 FEET;
36. N72°19'10"W A DISTANCE OF 70.69 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M.;

THENCE ON SAID NORTH LINE, N89°08'31"E A DISTANCE OF 207.97 FEET, TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28;

THENCE ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, S00°53'15"E A DISTANCE OF 1,316.84 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M.;

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, N87°34'53"E A DISTANCE OF 73.60 FEET;

THENCE DEPARTING SAID NORTH LINE, THE FOLLOWING TWENTY-ONE (21) COURSES:

1. S04°00'08"W A DISTANCE OF 38.86 FEET;
2. S23°30'33"W A DISTANCE OF 96.02 FEET;
3. S17°58'09"W A DISTANCE OF 105.84 FEET;
4. S07°20'33"W A DISTANCE OF 248.45 FEET;
5. S27°44'47"W A DISTANCE OF 82.16 FEET;
6. S51°16'10"W A DISTANCE OF 361.44 FEET;
7. S29°35'35"W A DISTANCE OF 198.68 FEET;
8. S56°06'51"W A DISTANCE OF 68.55 FEET;
9. S51°10'06"W A DISTANCE OF 86.23 FEET;
10. S82°29'37"W A DISTANCE OF 85.63 FEET;
11. N82°52'49"W A DISTANCE OF 82.74 FEET;
12. N63°10'02"W A DISTANCE OF 59.72 FEET, TO A POINT OF NON-TANGENT CURVE;

13. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S52°33'19"W, HAVING A RADIUS OF 43.53 FEET, A CENTRAL ANGLE OF 66°07'59" AND AN ARC LENGTH OF 50.25 FEET, TO A POINT OF REVERSE CURVE;
14. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 208.41 FEET, A CENTRAL ANGLE OF 21°27'48" AND AN ARC LENGTH OF 78.07 FEET, TO A POINT REVERSE CURVE;
15. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 85.46 FEET, A CENTRAL ANGLE OF 85°24'40" AND AN ARC LENGTH OF 127.39 FEET, TO A POINT TANGENT;
16. S12°28'27"W A DISTANCE OF 90.70 FEET;
17. S87°04'53"W A DISTANCE OF 91.55 FEET;
18. S01°04'54"W A DISTANCE OF 49.42 FEET;
19. S27°12'58"W A DISTANCE OF 75.48 FEET;
20. S12°38'34"W A DISTANCE OF 55.41 FEET;
21. S19°42'21"W A DISTANCE OF 4.79 FEET, TO THE POINT OF BEGINNING.

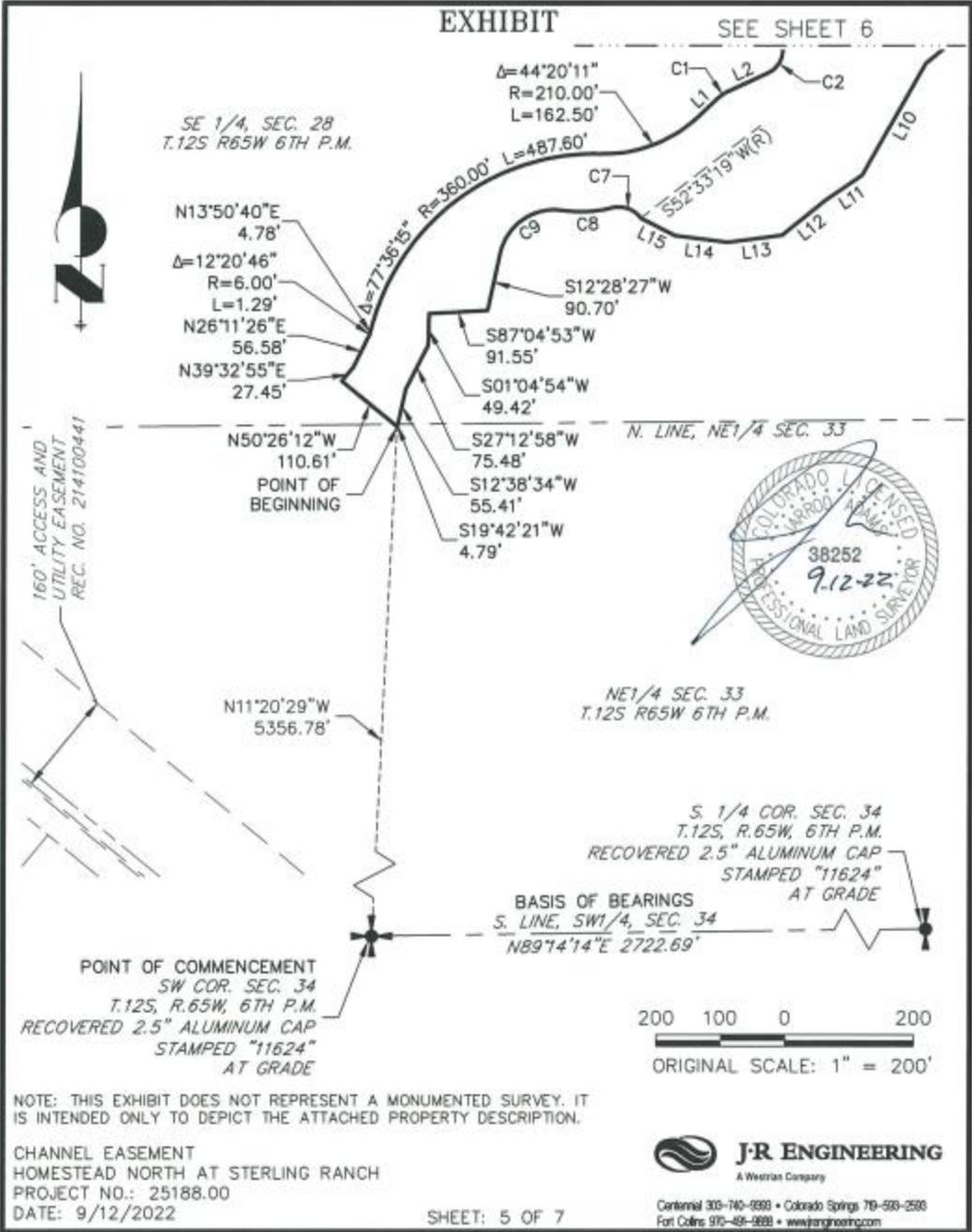
CONTAINING A CALCULATED AREA OF 502,725 SQUARE FEET OR 11.5410 ACRES.

**PROPERTY DESCRIPTION STATEMENT**

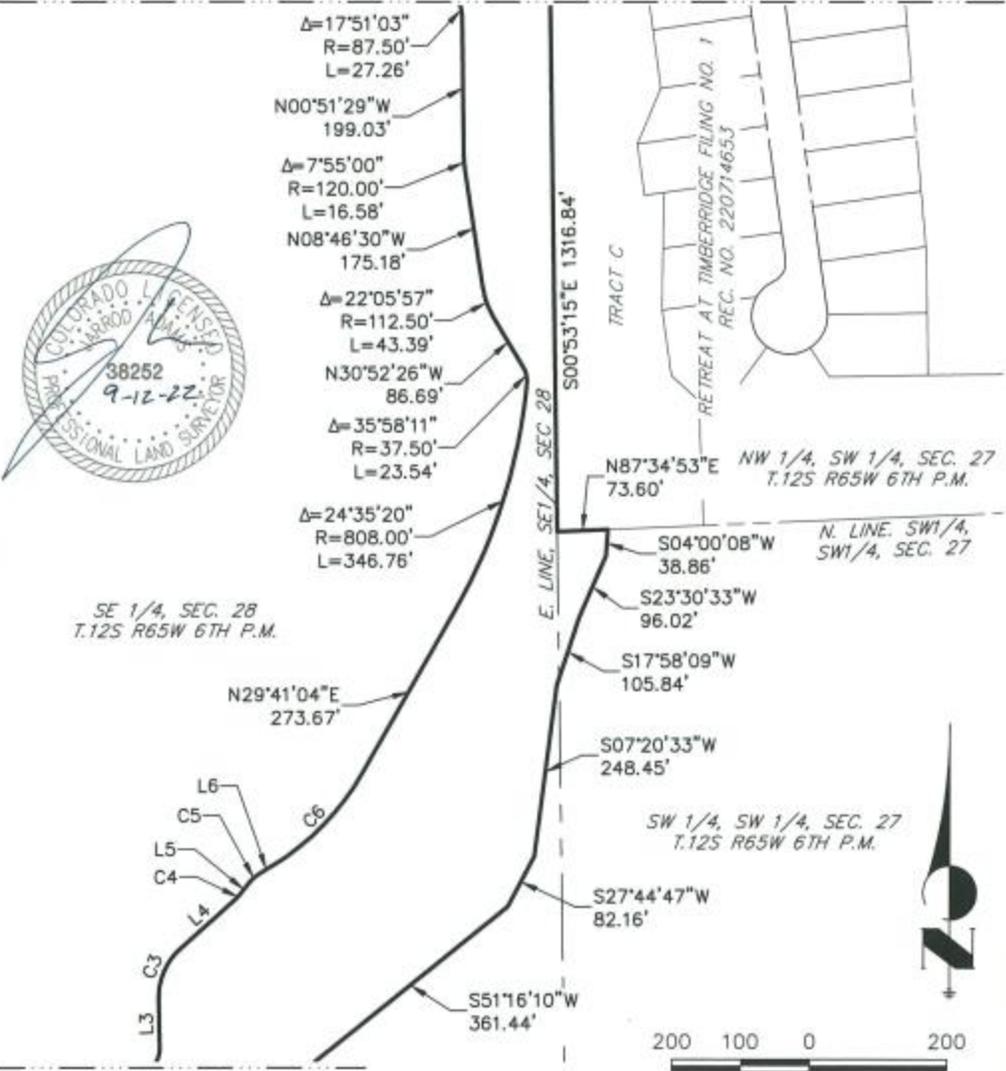
I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR  
 COLORADO NO. 38252  
 FOR AND ON BEHALF OF JR ENGINEERING, LLC





**EXHIBIT**  
SEE SHEET 7



SE 1/4, SEC. 28  
T.12S R65W 6TH P.M.

NW 1/4, SW 1/4, SEC. 27  
T.12S R65W 6TH P.M.

N. LINE, SW 1/4,  
SW 1/4, SEC. 27

SW 1/4, SW 1/4, SEC. 27  
T.12S R65W 6TH P.M.

SEE SHEET 5  
NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

CHANNEL EASEMENT  
HOMESTEAD NORTH AT STERLING RANCH  
PROJECT NO.: 25188.00  
DATE: 9/12/2022

SHEET: 6 OF 7

200 100 0 200  
ORIGINAL SCALE: 1" = 200'

**J-R ENGINEERING**  
A Woodman Company  
Centennial 303-740-9888 • Colorado Springs 719-589-2586  
Fort Collins 970-431-9888 • www.jrengineering.com

### EXHIBIT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N47°06'44"E	42.79'
L2	N65°16'17"E	68.61'
L3	N01°15'45"W	72.65'
L4	N48°02'01"E	109.77'
L5	N37°40'20"E	20.53'

LINE TABLE		
LINE	BEARING	DISTANCE
L6	N58°29'29"E	21.44'
L7	N31°09'44"E	11.45'
L8	N01°04'03"W	143.40'
L9	N72°19'10"W	70.69'
L10	S29°35'35"W	198.68'

LINE TABLE		
LINE	BEARING	DISTANCE
L11	S56°06'51"W	68.55'
L12	S51°10'06"W	86.23'
L13	S82°29'37"W	85.63'
L14	N82°52'49"W	82.74'
L15	N63°10'02"W	59.72'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	18°09'34"	61.00'	19.33'
C2	66°32'02"	39.00'	45.29'
C3	49°17'46"	92.50'	79.59'
C4	10°21'41"	37.50'	6.78'
C5	20°49'08"	62.50'	22.71'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C6	28°48'24"	372.00'	187.03'
C7	66°07'59"	43.53'	50.25'
C8	21°27'48"	208.41'	78.07'
C9	85°24'40"	85.46'	127.39'

200 100 0 200

ORIGINAL SCALE: 1" = 200'

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

CHANNEL EASEMENT  
 HOMESTEAD NORTH AT STERLING RANCH  
 PROJECT NO.: 25188.00  
 DATE: 9/12/2022

SHEET: 7 OF 7

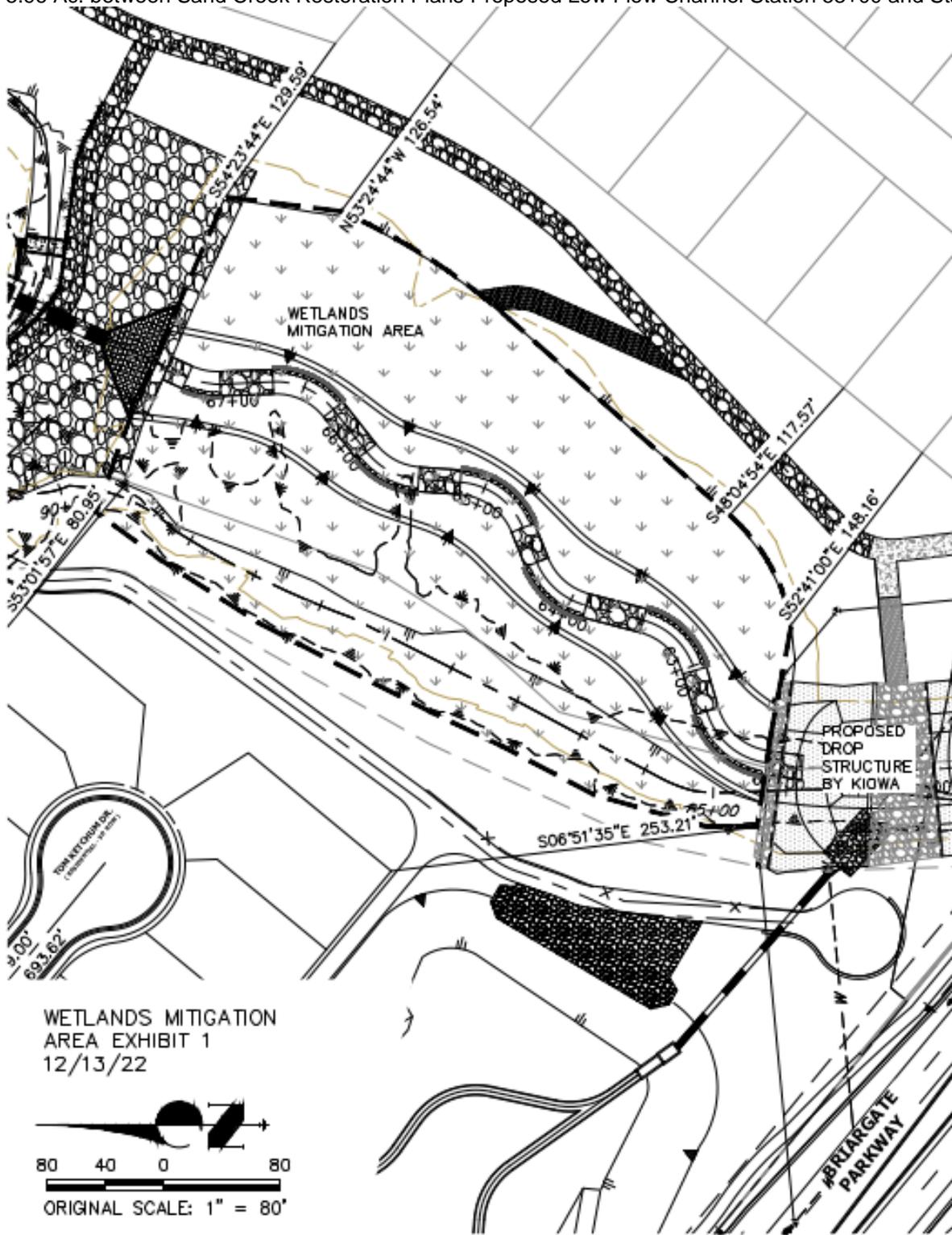
**J-R ENGINEERING**  
A Westcon Company

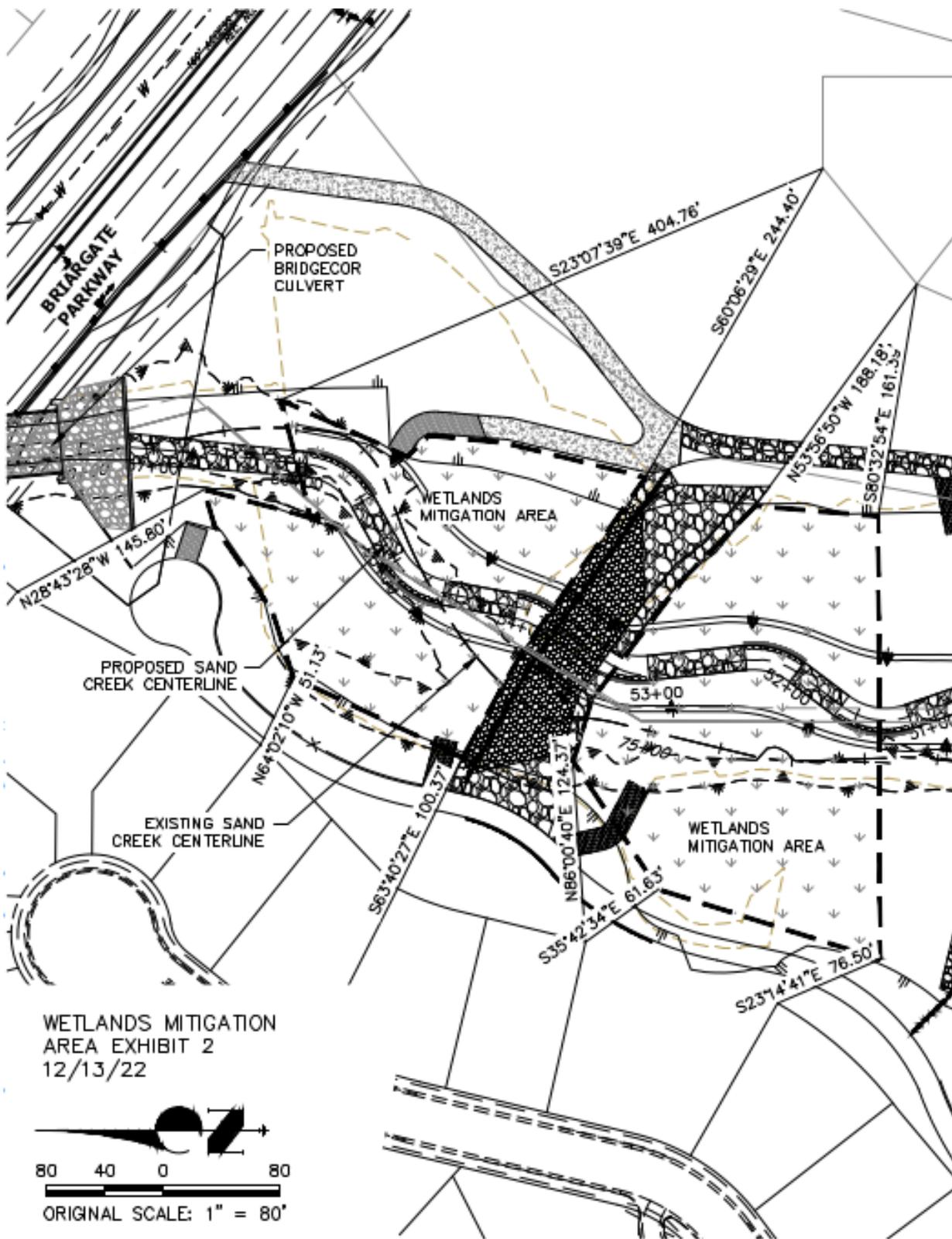
Central 303-740-9999 • Colorado Springs 719-599-2580  
 Fort Collins 970-491-9999 • [www.jrengineering.com](http://www.jrengineering.com)

# 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.**