

**PRIVATE STORMWATER FACILITY
MAINTENANCE AGREEMENT AND EASEMENT**

This PRIVATE STORMWATER FACILITY MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (Board or County) and Lake Woodmoor Holdings LLC (Developer) and North Bay at Lake Woodmoor HOMEOWNERS ASSOCIATION (Homeowners Association or Association), a Colorado nonprofit corporation. The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

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

B. WHEREAS, Developer desires to plat and develop on the Property a Subdivision to be known as North Bay at Lake Woodmoor; and

C. WHEREAS, the development of this Property will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Property, and, therefore, it is in the best interest of public health, safety and welfare for the County to condition approval of this subdivision on Developer’s promise to construct adequate stormwater control facilities for the subdivision; and

D. WHEREAS, Chapter 8, Section 8.4.5 of the El Paso County Land Development Code, as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised Statutes (C.R.S.), requires the County to condition approval of all subdivisions on a developer’s promise to so construct adequate stormwater control facilities in subdivisions; and

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

F. WHEREAS, Developer desires to construct for the Subdivision drainage conveyance facilities; and to preserve existing vegetated drainageways (collectively “Stormwater Facilities”) as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County’s MS4 Permit, and to provide for operating, cleaning, maintaining and repairing such Stormwater Facilities; and

G. WHEREAS, Developer desires to construct and preserve the Stormwater Facilities on property that will be platted as Tract A, as indicated on the final plat of the Subdivision, and as set forth on Exhibit B attached hereto; and

H. WHEREAS, Developer also desires to maintain the wetlands on property in the areas set forth on Exhibit B attached hereto and incorporated herein by this reference in conjunction with the Development, as may be required by the County, U.S. Army Corps of Engineers, or the State of Colorado; and

I. WHEREAS, Developer shall be charged with the duty of constructing and preserving the Stormwater Facilities and the Association shall be charged in the Subdivision's Covenants with the duties of operating, maintaining and repairing all common areas and common structures within the Subdivision, including the Stormwater Facilities on the portion of the Property described in Exhibit B; and

J. 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 Association fails to meet their obligations to do the same; and

K. WHEREAS, the County conditions approval of this Subdivision on the Developer's promise to construct and preserve the Stormwater Facilities as applicable, and further conditions approval on the Association's promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the Stormwater Facilities serving this Subdivision; and

L. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer's grant herein of a perpetual Easement over a portion of the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the Stormwater Facilities and wetlands thereon; and

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

Agreement

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

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

2. Covenants Running with the Land and Pro Rata Liability upon Individual Lot Owners: Developer and the Association agree that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit A attached hereto, and that this entire Agreement and the performance thereof shall be binding

and 24-inch ... storm drain, ... as shown on the construction plans dated...

upon themselves and their respective successors and assigns, including individual lot owners within the Subdivision.

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

3. Construction: Developer shall construct on that portion of the Property described in Exhibit B attached hereto and incorporated herein by this reference, channel stabilization Stormwater Facilities. Developer 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 shall complete construction of the Stormwater Facilities in substantial compliance with the County-approved plans and specifications for the Stormwater Facilities. 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 one (1) year (defined as 365 days), which one year period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder.

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

utilizes in-house legal counsel for the same. The scope of liability therefor of the Developer, the Association, and the individual lot owners shall be as set forth in Paragraph Two (2) above.

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

4. Maintenance of Stormwater Facilities and Wetlands: The Developer and the Association agree for themselves and their respective successors and assigns, including individual lot owners within the Subdivision, that they will regularly and routinely inspect, clean and maintain the Stormwater Facilities and properly manage the grasses, wetlands, and other vegetation in the Stormwater Facility Area in compliance with the "Routine Maintenance Activities" specified in Exhibit C, attached hereto and incorporated herein by reference, and otherwise keep the same in good repair, all at their own cost and expense. No trees or shrubs that will impair the structural integrity of the Stormwater Facilities shall be planted or allowed to grow on the Stormwater Facilities.

5. Creation of Easement: Developer and the Association hereby grant the County a non-exclusive perpetual easement upon and across that portion of the Property described in Exhibit B. The purpose of the easement is to allow the County to access, inspect, clean, repair and maintain the Stormwater Facilities; 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 Stormwater Facilities.

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

7. Reimbursement of County's Costs / Covenant Running With the Land: The Developer and the Association agree and covenant, for themselves and their respective successors and assigns, including individual lot owners within the Subdivision, that they will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the Stormwater Facilities pursuant to the provisions of this Agreement; however, the obligation and liability of the Developer hereunder shall only continue until such time as the Developer transfers the entire management and operation of the Association to the individual lot owners within the Subdivision. Notwithstanding the previous sentence, the Association and the individual lot owners within the Subdivision shall always remain obligated and liable hereunder, as per the provisions of Paragraph Two (2) above.

The term “actual costs and expenses” shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, 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 correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney’s fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same. The scope of liability therefor of the Developer, the Association, and the individual lot owners shall be as set forth in Paragraph Two (2) above.

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

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

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

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

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

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

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

13. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Developer, the Association, or their respective successors and assigns, including any individual lot owners in the Subdivision, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

14. Solid Waste or Hazardous Materials: Should any refuse from the Stormwater Facilities be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as “hazardous materials”), the Developer and the Association shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any

refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer and the Association, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this _____ day of _____, 20____, by:
Lake Woodmoor Holdings LLC

By: _____
Mike Ruebenson, Vice President/Treasurer

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mike Ruebenson, Vice President/Treasurer, Lake Woodmoor Holdings LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Executed this _____ day of _____, 20____, by:
North Bay at Lake Woodmoor HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation.

By: _____
Mike Ruebenson, President

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mike Ruebenson, President, North Bay at Lake Woodmoor HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation.

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: _____
Gilbert LaForce, Deputy County Engineer
Engineering Division, Department of Public Works
Designee of Joshua Palmer, County Engineer
Authorized signatory pursuant to Resolution No. 24-145

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, Stormwater Operations & Compliance Manager, El Paso County Department of Public Works.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

EXHIBIT A
Subject Property

NORTHBAY AT LAKE WOODMOOR

THOSE PORTIONS OF THE COVE AT WOODMOOR RECORDED JUNE 20, 1972 IN PLAT BOOK V2 AT PAGE 59 AND OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY COLORADO, DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE FOLLOWING DESCRIBED PROPERTY, MONUMENTED AT ITS NORTHERLY END WITH A REBAR & CAP, PLS 2682 AND AT ITS SOUTH END WITH A #4 REBAR. SAID
LINE BEARS SOUTH 04 DEGREES 31 MINUTES 13 SECONDS EAST.

BEGINNING AT THE NORTHWEST CORNER OF LAKE WOODMOOR RECORDED NOVEMBER 22, 1968 IN PLAT BOOK K2 AT PAGE 83;
THENCE SOUTH 04 DEGREES 31 MINUTES 13 SECONDS EAST ALONG THE WESTERLY LINE OF SAID SUBDIVISION 805.58 FEET TO AN ANGLE POINT IN SAID LINE;

THENCE SOUTH 76 DEGREES 52 MINUTES 00 SECONDS WEST CONTINUING ALONG SAID LINE 270.50 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF THE PARCEL DESCRIBED IN WARRANTY DEED RECORDED JUNE 26, 2001 AT RECEPTION NO. 201088802;

THENCE NORTH 33 DEGREES 16 MINUTES 26 SECONDS EAST ALONG SAID EASTERLY LINE 198.00 FEET TO THE SOUTHEAST CORNER OF SAID COVE AT WOODMOOR;

THENCE SOUTH 78 DEGREES 28 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID COVE AT WOODMOOR AND ALONG THE NORTHERLY LINE OF SAID PARCEL DESCRIBED IN WARRANTY DEED RECORDED JUNE 26, 2001 AT RECEPTION NO. 201088802 A DISTANCE OF 381.79 FEET TO THE SOUTHEAST CORNER OF THE COVE AT WOODMOOR CONDOMINIUMS RECORDED DECEMBER 19, 1974 IN PLAT BOOK 1 AT PAGE 79 (THE FOLLOWING FOUR COURSES ARE ALONG THE EASTERLY LINE OF SAID COVE AT WOODMOOR CONDOMINIUMS);

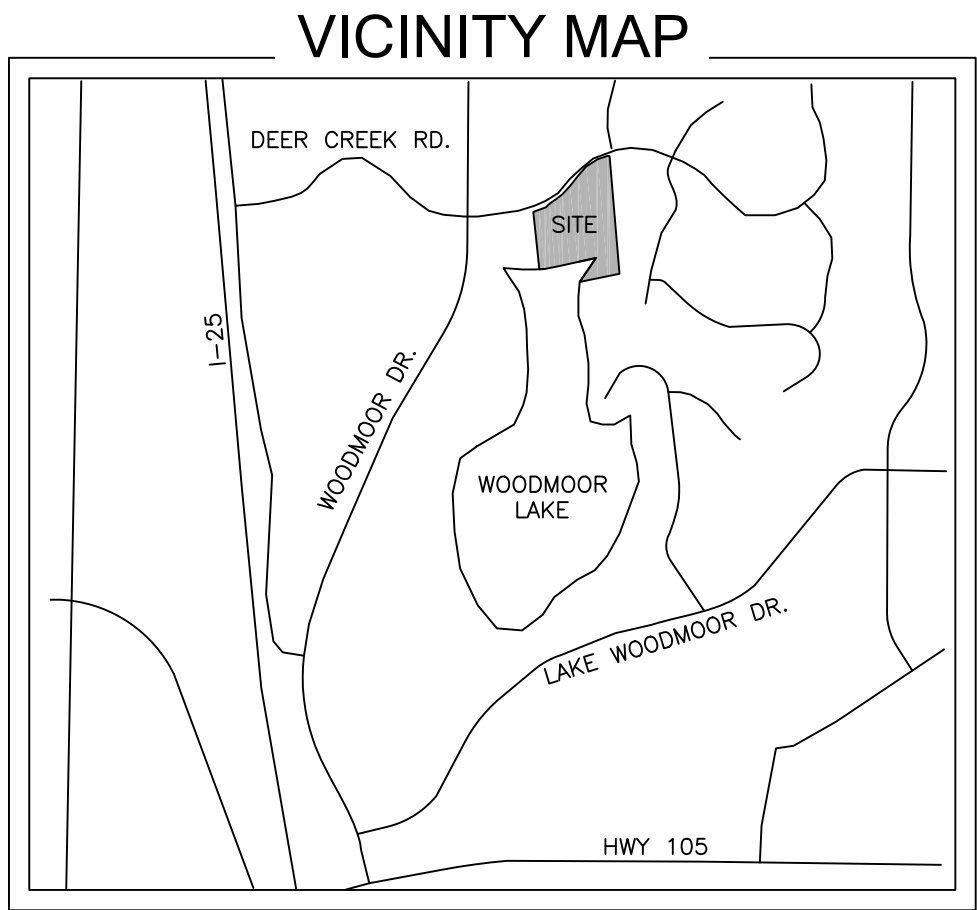
- 1) NORTH 09 DEGREES 11 MINUTES 13 SECONDS WEST, 201.02 FEET;
- 2) NORTH 00 DEGREES 23 MINUTES 42 SECONDS EAST, 50.00 FEET;
- 3) NORTH 89 DEGREES 36 MINUTES 18 SECONDS WEST, 8.32 FEET;
- 4) NORTH 07 DEGREES 40 MINUTES 16 SECONDS WEST, 133.33 FEET TO THE SOUTHERLY LINE OF DEER CREEK ROAD, THE SAME BEING THE NORTHERLY LINE OF SAID THE COVE AT WOODMOOR:

THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE, ALONG A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 29 DEGREES 10 MINUTES 40 SECONDS, A RADIUS OF 742.00 FEET, FOR AN ARC LENGTH OF 377.86 FEET (THE CENTER OF SAID CURVE BEARS NORTH 23 DEGREES 04 MINUTES 14 SECONDS WEST) TO A POINT OF REVERSE CURVE;

THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 35 DEGREES 08 MINUTES 38 SECONDS, A RADIUS OF 508.69 FEET, FOR AN ARC LENGTH OF 285.38 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7.23 ACRES OF LAND, MORE OR LESS.

FINAL PLAT
NORTH BAY AT LAKE WOODMOOR
A REPLAT OF A PORTION OF A PORTION OF THE COVE AT WOODMOOR
TOGETHER WITH A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH,
RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO



KNOW ALL MEN BY THESE PRESENTS:

That Lake Woodmoor Holdings, LLC, a Colorado limited liability company, being the owners of the following described tracts of land to wit:

Parcel E (E1 & E2): The Cove
Those portions of The Cove at Woodmoor recorded June 20, 1972 in Plat Book V2 at Page 59 and of the Southeast Quarter of Section 11, Township 11 South, Range 67 West of the 6th Principal Meridian, El Paso County, Colorado, described as follows:

Basis of Bearings: The East line of the following described property, monumented at its northerly end with a rebar & cap, pls 2682 and at its South end with a #4 rebar. Said line bears South 04 degrees 31 minutes 13 seconds east.

Beginning at the northwest corner of Lake Woodmoor recorded November 22, 1968 in Plat Book K2 at Page 83;
Thence South 04 degrees 31 minutes 13 seconds East along the westerly line of said subdivision 805.58 feet to an angle point in said line;
Thence South 76 degrees 52 minutes 00 seconds West continuing along said line 270.50 feet to an angle point in the easterly line of the parcel described in Warranty Deed recorded June 26, 2001 at Reception No. 201088802;
Thence North 33 degrees 16 minutes 26 seconds East along said easterly line 198.00 feet to the southeast corner of said Cove at Woodmoor;
Thence South 78 degrees 28 minutes 37 seconds West along the South line of said Cove at Woodmoor and along the northerly line of said parcel described in Warranty Deed recorded June 26, 2001 at Reception No. 201088802 a distance of 381.79 feet to the southeast corner of The Cove at Woodmoor Condominiums recorded December 19, 1974 in Plat Book 1 at Page 79 (the following four courses are along the easterly line of said The Cove at Woodmoor condominiums);
1) North 09 degrees 11 minutes 13 seconds West, 201.02 feet;
2) North 00 degrees 23 minutes 42 seconds East, 50.00 feet;
3) North 89 degrees 36 minutes 18 seconds West, 8.32 feet;
4) North 07 degrees 40 minutes 16 seconds West, 133.33 feet to the southerly line of Deer Creek Road, the same being the northerly line of said the Cove at Woodmoor;
Thence northeasterly along said northerly line, along a non-tangential curve concave to the northwest, said curve having a central angle of 29 degrees 10 minutes 40 seconds, a radius of 742.00 feet, for an arc length of 377.86 feet (the center of said curve bears North 23 degrees 04 minutes 14 seconds west) to a point of reverse curve;
Thence northeasterly along a tangential curve concave to the southeast, said curve having a central angle of 35 degrees 08 minutes 38 seconds, a radius of 508.69 feet, for an arc length of 285.38 feet to the point of beginning.

Containing a calculated area of 314,874 square feet (7.22850 acres), more or less.

OWNERS CERTIFICATION:

The undersigned, being all the owners, mortgages, beneficiaries of deeds of trust and holders of other interests in the land described herein, have laid out, subdivided, and platted said lands into a lot and easements as shown hereon under the name and subdivision of **NORTH BAY AT LAKE WOODMOOR**. All public improvements so platted are hereby dedicated to public use and said owner does hereby covenant and agree that the public improvements will be constructed to El Paso County standards and that proper drainage and erosion control for same will be provided at said owners expense, all to the satisfaction of the Board of County Commissioners of El Paso County, Colorado. Upon acceptance by resolution, all public improvements so dedicated will become matters of maintenance by El Paso County, Colorado. The utility easements shown hereon are hereby dedicated for public utilities and communication systems and other purposes as shown hereon. The entities responsible for providing the services for which the easements are established are hereby granted the perpetual right of ingress and egress from and to adjacent properties for installation, maintenance, and replacement of utility lines and related facilities.

Owner _____ Date _____

By: _____

Title: _____

STATE OF COLORADO }
COUNTY OF EL PASO } SS

Acknowledged before me this ____ day of _____, 20____ by

(Name)

My commission expires _____

Witness my hand and official seal _____
Notary Public

SURVEYOR'S CERTIFICATION:

I, Mark S. Johannes, a duly registered Professional Land Surveyor in the State of Colorado, do hereby certify that this plat truly and correctly represents the results of a survey made on the date of survey shown hereon, by me or under my direct supervision and that all monuments exist as shown hereon; that mathematical closure errors are less than 1:10,000; and that said plat has been prepared in compliance with the applicable laws of the State of Colorado dealing with monuments, subdivision, or surveying of land and the applicable provisions of the El Paso County Land Development Code, to the best of my knowledge, information and belief.

This certification is neither a warranty nor guarantee, either expressed or implied.

I attest the above on this ____ day of _____, 20____.

Mark S. Johannes
Colorado Professional Land Surveyor No. 32439
For and on behalf of Compass Surveying and Mapping, LLC

Dirty Woman Creek	Drainage & Bridge Fee's		Fee
	Fee per Impervious Acre	Impervious Acre	
Drainage Basin Fee:	\$26,695	1.47	\$36,572
Bridge Fee:	\$1,460	1.37	\$2,000
Total:			\$38,572

FEES:

School Fee: _____

Park Fee: _____

CLERK AND RECORDER:

STATE OF COLORADO }
COUNTY OF EL PASO } SS

I hereby certify that this instrument was filed in my office on this ____ day of _____ ,

20____, A.D., and was recorded at Reception Number _____ of the records of El Paso County, Colorado.

El Paso County Clerk and Recorder

NOTES:

1. This survey does not constitute a title search by Compass Surveying & Mapping, LLC to determine ownership or easements of record. For all information regarding easements, rights of way and title of record, Compass Surveying & Mapping, LLC relied upon a Commitment for Title Insurance prepared by Land Title Guarantee Company, File No. SCB55121649-3 with an effective date of 06/30/2026 at 5:00 P.M.

2. Basis of bearings is the geodetic bearing of the south line of the property, monumented as shown and assumed to bear South 89 degrees 58 minutes 10 seconds West.

3. Portions of this property are located within Zone X (areas determined to be outside the 500-year floodplain) and Zone AE (Regulatory Floodway) as established by FEMA per FIRM panel 08041C0276G, effective date, December 7, 2018. No structures or fences are permitted within designated Floodplain.

4. All structural foundations shall be located and designed by a professional engineer, currently licensed in the State of Colorado.

5. The following reports have been submitted in association with the preliminary plan or final plat for this subdivision and are on file at the County Development Services Department; Drainage Report; Water Resources Report; Wastewater Disposal Report; Geology and Soils Report.

6. All property owners are responsible for maintaining proper storm water drainage in and through their property. Public drainage easements as specifically noted on the plat shall be maintained by the individual lot owners unless otherwise indicated. Homebuilders are responsible to ensure proper drainage around structures, including elevations of foundations and window wells in relation to side-lot drainage easements and swales. Homeowners shall not change the grade of the lot or drainage swales within said easements, as constructed by the builder, in a manner that would cause adverse drainage impacts to properties. Structures, fences, materials or landscaping that could impede the flow of runoff shall not be placed in drainage easements.

7. Easements are hereby platted in the locations as shown on sheets 3 & 4 of this plat. The sole responsibility for the surface maintenance of easements is hereby vested with the individual property owners unless otherwise noted.

8. Developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Division of Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service regarding the endangered species act. Particularly as it relates to the listed species (e.g., preble's meadows jumping mouse).

9. The addresses exhibited on this plat are for informational purposes only. They are not the legal description and are subject to change.

10. No driveway shall be established unless an access permit has been granted by El Paso County.

11. Mailboxes shall be installed in accordance with all El Paso County and United States Postal Service regulations.

12. No lot or interest therein, shall be sold, conveyed, or transferred whether by deed or by contract, nor shall building permits be issued, until and unless either the required public and common development improvements have been constructed and completed and preliminarily accepted in accordance with the subdivision improvements agreement between the Applicant/Owner and El Paso County as recorded under Reception Number _____ in the office of the Clerk and Recorder of El Paso County, Colorado, or, in the alternative, other collateral is provided to make provision for the completion of said improvements in accordance with the El Paso County land development code and engineering criteria manual. any such alternative collateral must be approved by the board of County Commissioners or, if permitted by the subdivision improvements agreement, by the development services department director and meet the policy and procedure requirements of El Paso County prior to the release by the County of any lots for sale, conveyance or transfer. this plat restriction may be removed or rescinded by the board of County Commissioners or, if permitted by the subdivision improvements agreement, by the development services department director upon either approval of an alternative form of collateral or completion and preliminary acceptance by the El Paso board of County Commissioners of all improvements required to be constructed and completed in accordance with said subdivision improvements agreement. The partial release of lots for sale, conveyance or transfer may only be granted in accordance with any planned partial release of lots authorized by the subdivision improvements agreement.

13. The subdivider(s) agrees on behalf of him/herself and any developer or builder successors and assignees that subdivider and/or said successors and assigns shall be required to pay traffic impact fees in accordance with the El Paso County road impact fee program resolution (Resolution No. 25-377), or any amendments thereto, at or prior to the time of building permit submittals. The fee obligation, if not paid at final plat recording, shall be documented on all sales documents and on Plat notes to ensure that a title search would find the fee obligation before sale of property.

14. The property is subject to a Flood Line Easement Agreement recorded as Reception No. 209087237.

15. The property is subject to a Water Storage Agreement recorded at Book 2542, Page 781.

16. Tract A shall be utilized as PRIVATE ACCESS, PRIVATE & PUBLIC UTILITIES, DRAINAGE, LANDSCAPING. Ownership and maintenance of Tract A shall be vested to NORTH BAY AT LAKE WOODMOOR HOA.

17. Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

18. The linear units used in this drawing are U.S. Survey feet.

19. Approval of this replat vacates all prior plats for the area described by this replat.

20. No additional structures or fences beyond what is shown in the PUD Development plan for North Bay at Lake Woodmoor under File No. PUD252 are permitted within designated "Floodplain" or "Park and Open Space".

21. The private roads as shown on this plat will not be maintained by El Paso County until and unless the streets are constructed in conformance with El Paso County standards in effect at the date of the request for dedication and maintenance.

22. Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory commits a Class Two (2) misdemeanor pursuant to C.R.S. 18-4-508.

23. This Plat is regulated by a P.U.D. Development Plan as recorded under reception no. _____ of the records of El Paso County and as amended (PUD252).

24. The subdivider/developer is responsible for extending utilities to each lot, tract or building site.

25. Natural gas service is provided by "Black Hills Energy". Electric service is provided by "Mountain View Electric Association, Inc."

26. All property within this subdivision is subject to a Declaration of Covenants as recorded at Reception No. _____, of the records of the El Paso County Clerk and Recorder.

27. NOTICE: This property will be included within a special taxing district, _____, created for the purpose of _____. Special taxing districts are subject to a general obligation indebtedness that is paid by revenues produced from annual tax levies on the taxable property within such districts. The buyers should familiarize themselves with this potentiality and ramifications thereof.

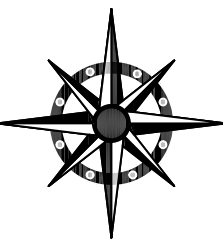
28. Water and wastewater services for this subdivision are provided by the Woodmoor Water & Sanitation District No. 1, subject to the District's rules, regulations, and specifications.

29. Soil and geologic hazard note: A geologic hazard evaluation entitled "Geologic Hazards Evaluation and Preliminary Geotechnical Investigation Update - North Bay at Woodmoor," prepared by CTL Thompson (latest revision date March 11, 2026), is available in the North Bay at Lake Woodmoor File No. SF263. The report identifies that "no geologic hazards were identified that we believe preclude development of the site. Geologic hazards identified on this parcel include expansive or very hard, shallow bedrock, shallow groundwater, erosion potential, flood potential, and regional issues of seismicity and naturally occurring radioactive materials. These conditions can be mitigated with engineering design and construction methods commonly employed in the area."

30. No direct access is allowed for Lot 1 to Deer Creek Road.

PCD FILE NO: SF263

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1	07/10/26 County & Client comments.	DATE:	JANUARY 23, 2026
		DRAWN BY:	JMJ
		CHECKED BY:	MSJ
		SHEET:	1 OF 3



COMPASS SURVEYING & MAPPING, LLC
3253 WEST CAREFREE CIRCLE
COLORADO SPRINGS, CO 80917
719-354-4120
WWW.CSAMLIC.COM
INFO@SURVEYINGCOLORADO.COM

OWNER INFO:

LAKE WOODMOOR HOLDINGS, LLC
9450 FEDERAL DRIVE, SUIT 200
COLORADO SPRINGS, CO 80921
TEL: (719) 314-7737
CONTACT: MIKE RUEBENSON

A REPLAT OF A PORTION OF THE COVE AT WOODMOOR
TOGETHER WITH A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH,
RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO

COMMON AREA A
LAKE WOODMOOR
(PLAT BOOK K2, PAGE 83)
NOT A PART OF THIS SUBDIVISION

S 04°31'13" E 805.58

- *P.O.B.*

16' UTILITY & DRAINAGE EASEMENT (PLAT BOOK V2, PAGE 59)
TO BE VACATED BY THIS PLAT

S 06°41'22" E 705.00

--- EASEMENT BK 2318, PG 624

UNPLATTED

SANITARY SEWER
EASEMENT
BK 6755, PG 949

20' UTILITY EASEMENT
BK 2318, PG 624

S 76°52'00" W 270.50

N 33°16'26" E 198.00

285.39
R=508.69
 $\Delta=32^{\circ}08'38''$

APPROXIMATE LOCATION OF
PERMANENT EASEMENT
/ (REC. No. 222097401)

this sheet isn't needed.

20' UTILITY EASEMENT
BK 2318, PG 62.

THE COVE AT
WOODMOOR

UTILITY EASEMENT
REC. NO. 208047707

UTILITY EASEMENT
REC. NO. 208047707

LAKE WOODMOOR
(WARRANTY DEED REC. No.
201088802)
*NOT A PART OF THIS
SUBDIVISION*

DEER CREEK ROAD
60' RIGHT OF WAY
(PLAT BOOK H-2, PAGE 59)

377.86
R=742.00
 $\Delta=29^{\circ}10'40''$

BURNING OAK WAY
60' RIGHT OF WAY
(PLAT BOOK H-2, PAGE 59)

UTILITY EASEMENT
BK 2509, PG 820

EASEMENT
BK 2857, PG 268

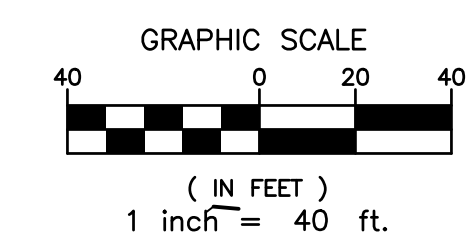
16' UTILITY & DRAINAGE EASEMENT (PLAT BOOK
V2, PAGE 59) TO BE VACATED BY THIS PLAT

50.00
N 00°23'42" E

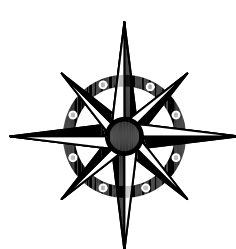
WELL SITE
NO. 5

N 09°11'13" W 201.02
ACCESS AND PARKING EASEMENT
(REC. No. 219142336)

COMMON AREA A
THE COVE AT WOODMOOR
CONDOMINIUMS
(CONDOMINIUM BOOK 1, PAGE 79)
NOT A PART OF THIS SUBDIVISION



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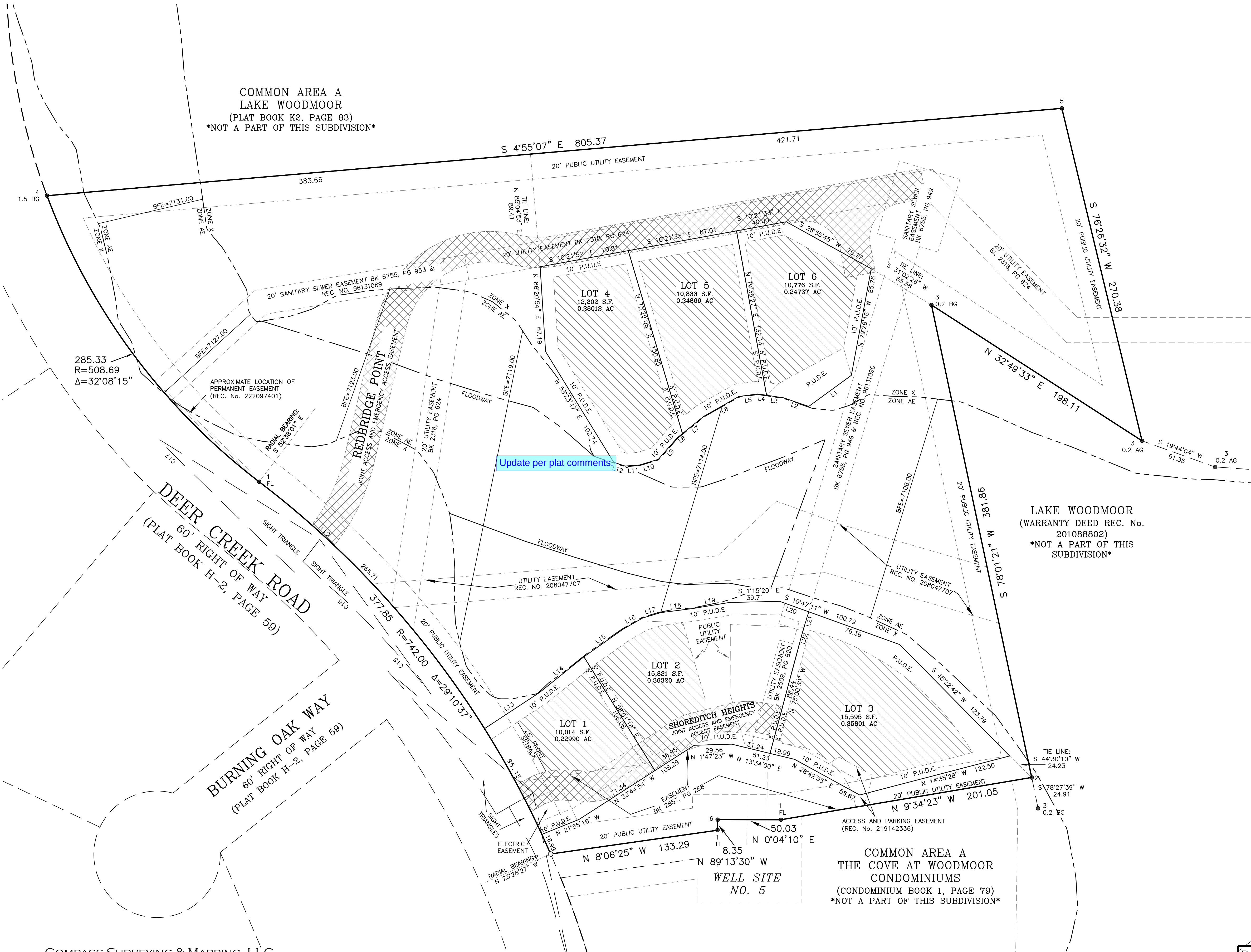


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FINAL PLAT
NORTH BAY AT LAKE WOODMOOR

A REPLAT OF A PORTION OF THE COVE AT WOODMOOR
TOGETHER WITH A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH,
RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO

AS RE-PLATTED

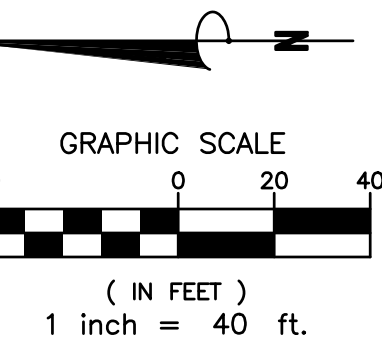


LINE	BEARING	DISTANCE
L1	N 36°03'39" W	41.71
L2	N 18°51'50" E	21.09
L3	N 8°28'55" E	13.52
L4	N 8°28'55" E	7.07
L5	N 7°40'04" W	15.09
L6	N 29°30'54" W	31.82
L7	N 39°01'54" W	21.66
L8	N 39°01'54" W	5.41
L9	N 48°46'00" W	22.55
L10	N 16°41'21" W	15.60
L11	N 4°04'02" W	11.41
L12	N 18°21'06" E	9.51
L13	S 33°19'16" E	51.96
L14	S 38°49'42" E	45.11
L15	S 35°08'52" E	37.96
L16	S 29°42'01" E	17.83
L17	S 16°29'18" E	14.84
L18	S 7°14'19" E	24.93
L19	S 9°23'42" E	30.03
L20	S 19°47'11" W	24.43
L21	N 73°06'23" W	15.91
L22	N 74°32'07" W	11.71
L23	N 89°51'56" W	37.12
L24	N 73°40'01" E	43.78
L25	N 1°47'23" W	8.35
L26	N 13°34'00" E	19.71
L27	S 87°11'01" W	14.68
L28	N 5°10'39" E	29.57
L29	N 45°21'22" W	12.39
L30	S 74°09'06" W	22.48

LEGEND

- SET 2" MAG NAIL WITH 1-1/2" ALUMINUM WASHER MARKED "CSAM LLC, PLS 32439" FLUSH WITH GROUND
- 1 FOUND REBAR WITH 1-1/4" ORANGE PLASTIC CAP MARKED "CLSI, PLS 32439" GRADE AS NOTED
- 2 FOUND NAIL WITH 1-1/2" ALUMINUM WASHER MARKED "CLSI, PLS 32439" FLUSH WITH GROUND
- 3 FOUND REBAR WITH 1" YELLOW PLASTIC CAP MARKED "PLS 4842" GRADE AS NOTED
- 4 FOUND REBAR WITH 1" YELLOW PLASTIC CAP MARKED "PLS 2682" GRADE AS NOTED
- 5 FOUND #4 REBAR, 0.1 ABOVE GROUND
- 6 FOUND REBAR WITH 1" BLUE PLASTIC CAP, ILLEGIBLE FLUSH WITH GROUND

- AG ABOVE GROUND
- BG BELOW GROUND
- P.U.D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
- BUILDING ENVELOPE
- JOINT ACCESS & EMERGENCY EASEMENT



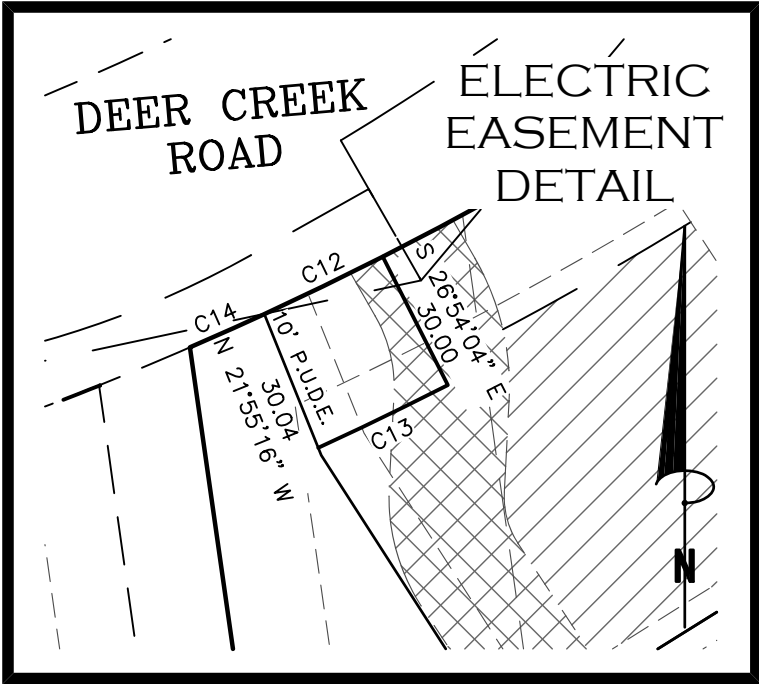
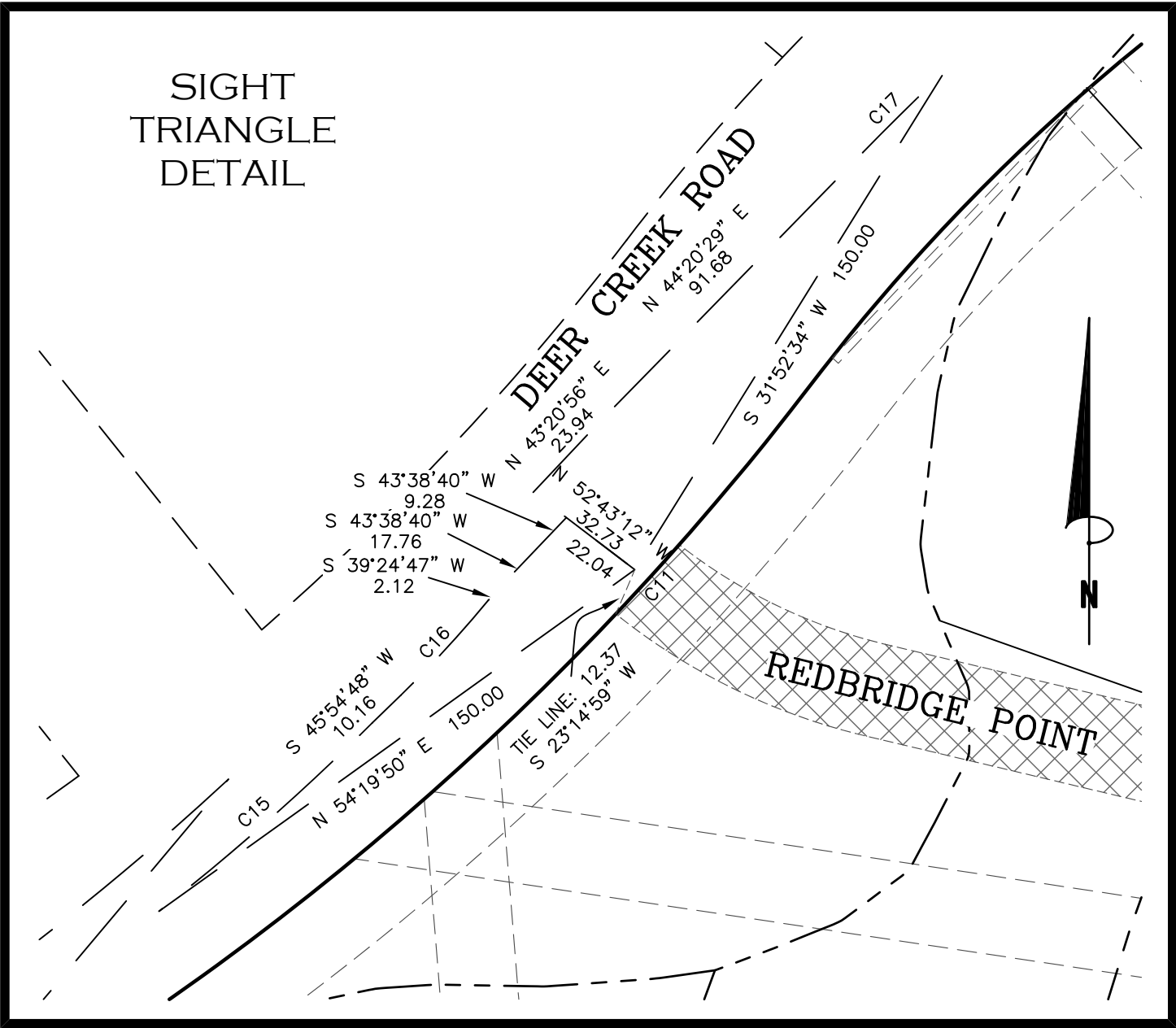
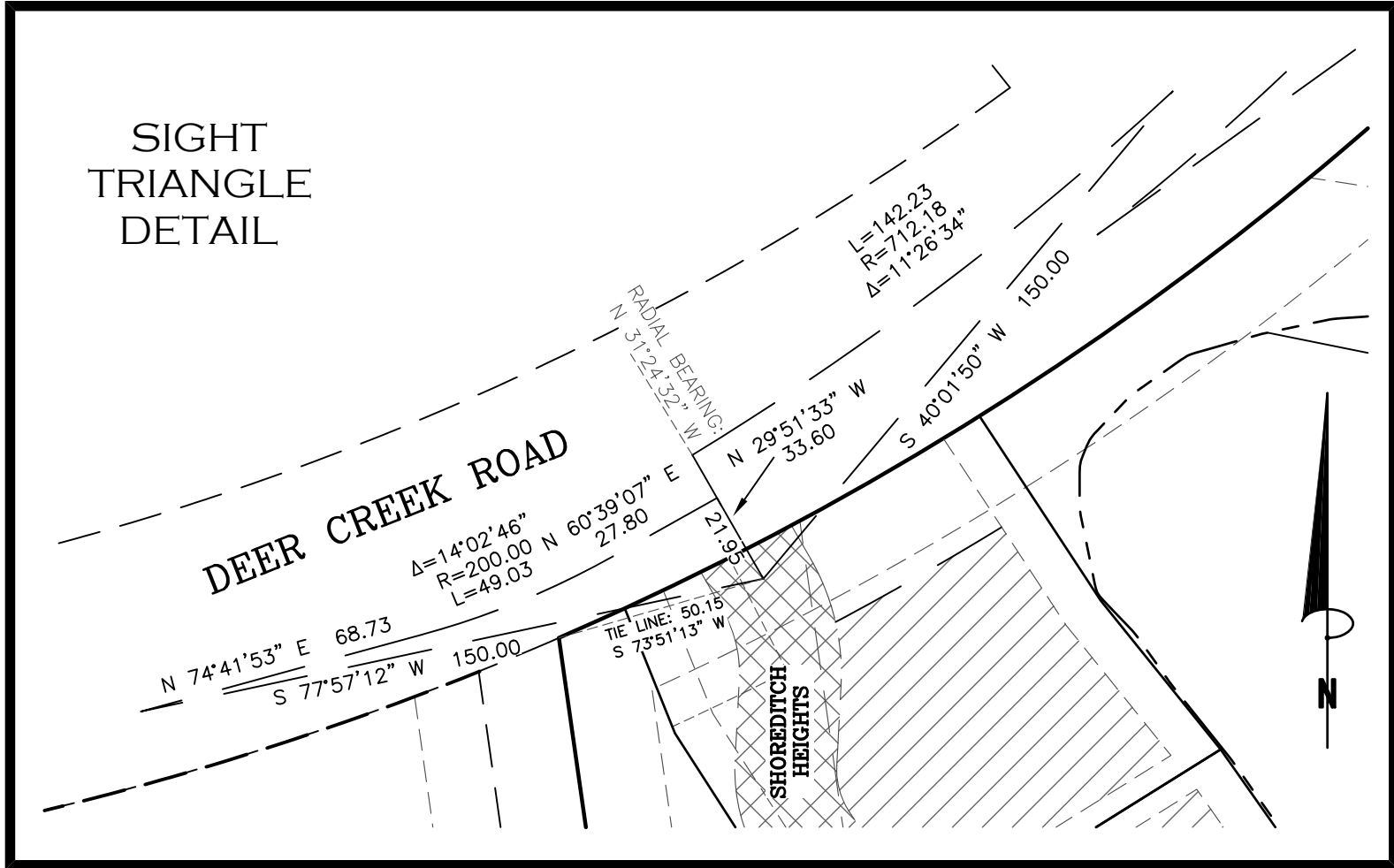
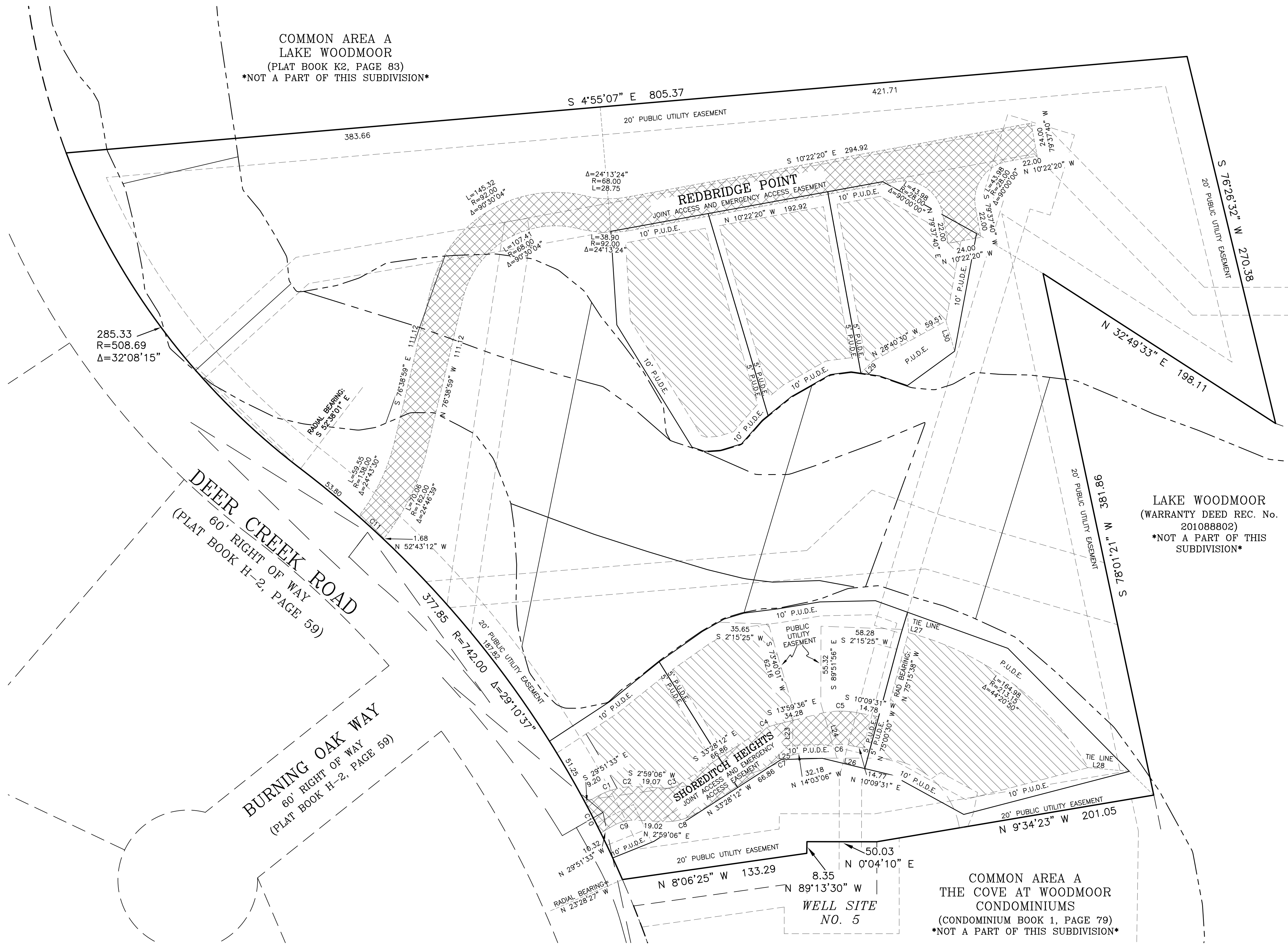
PCD FILE No: SF263

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		CHECKED BY:	MSJ
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FINAL PLAT
NORTH BAY AT LAKE WOODMOOR

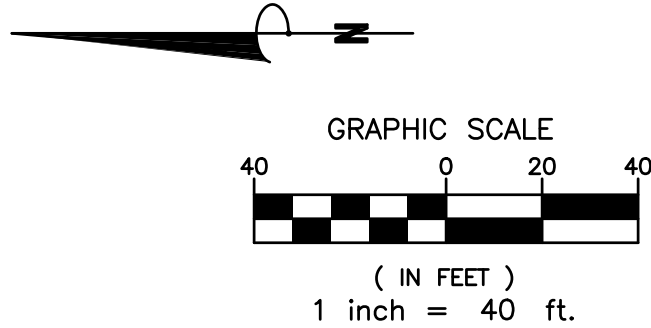
A REPLAT OF A PORTION OF THE COVE AT WOODMOOR
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RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO

EASEMENTS AND SITE TRIANGLES

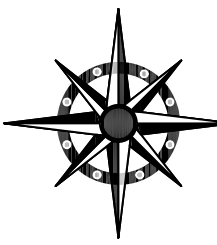


CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	RADIAL BEARING-IN
C1	54.40	15.97	16°48'57"	S 60°08'27" W
C2	53.05	14.94	16°07'59"	S 76°57'24" W
C3	18.04	11.39	36°10'53"	S 87°00'54" E
C4	41.97	14.21	19°24'00"	S 56°31'48" W
C5	62.74	26.14	23°52'04"	S 77°56'38" W
C6	38.00	16.06	24°12'37"	N 79°50'29" W
C7	17.97	6.09	19°25'06"	S 75°56'54" W
C8	41.78	26.71	36°38'01"	N 56°31'48" E
C9	29.74	17.12	32°59'06"	N 87°00'54" W
C10	735.37	24.03	1°52'19"	N 26°18'43" W
C11	742.00	24.09	1°51'38"	N 46°38'12" W
C12	742.00	27.39	2°06'54"	N 24°47'10" W
C13	772.00	30.00	2°13'55"	N 26°54'04" W
C14	742.00	16.99	1°18'43"	N 23°28'27" W
C15	614.81	72.32	6°47'43"	N 44°51'44" W
C16	305.41	63.06	6°12'06"	N 50°24'48" W
C17	705.39	34.88	2°50'00"	S 46°13'28" E

LINE	BEARING	DISTANCE
L1	N 36°03'39" W	41.71
L2	N 18°51'50" E	21.09
L3	N 8°28'55" E	13.52
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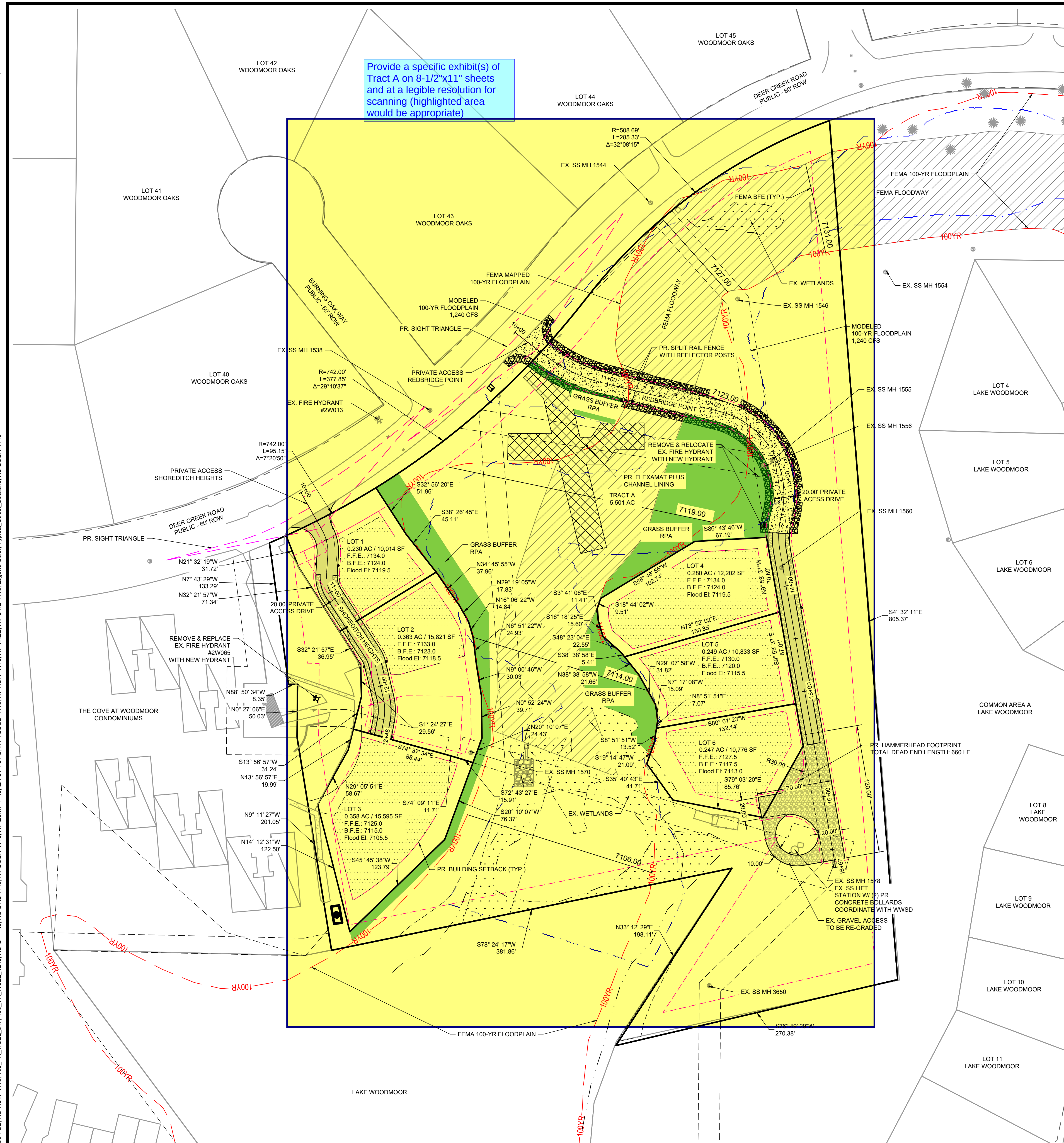
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PCD FILE NO: SF263

EXHIBIT B
Stormwater Facilities and Wetlands Areas

Legal description for area to be provided with
following submittal.

Could just be: Tract A, North Bay at Lake
Woodmoor(?)



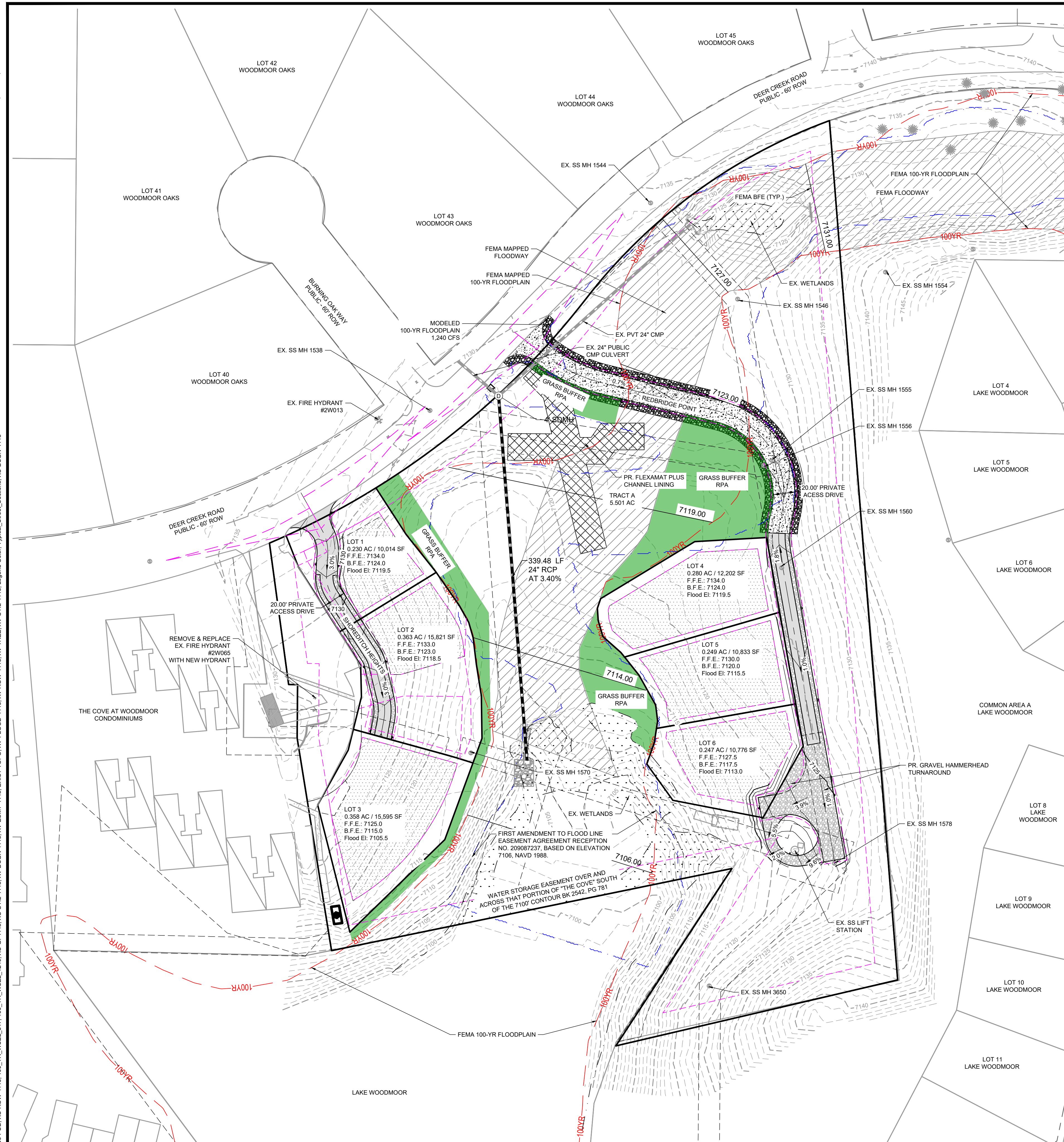


EXHIBIT C
Open Drainage Channel Inspections, Operations and Maintenance (O&M)

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

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

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

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

Table 1 – General Channel Maintenance Guidelines

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

Routine Maintenance Activities

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

Table 2 – Summary of Routine Maintenance Activities

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

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

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

Minor Maintenance Activities

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

Table 3 – Summary of Minor Maintenance Activities

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

Major Maintenance Activities

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

Table 4 – Summary of Major Maintenance Activities

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

Inspection Procedures

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

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

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

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

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

Wetlands

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

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

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

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

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

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

Open Drainage Channel Inspection Report Form

Date: _____ Inspector: _____

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

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

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

Recommended maintenance: _____

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

Date: _____ Offsite Right of entry needed? _____

Work order description: _____

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

Date: _____ Crew chief: _____

Maintenance performed: _____

Inspected by: _____

Use other side for additional recommendations for this site.

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