

**PRIVATE WATER QUALITY FACILITY /
STORMWATER QUALITY BEST MANAGEMENT PRACTICE
MAINTENANCE AGREEMENT AND EASEMENT**

This PRIVATE WATER QUALITY FACILITY/STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT (“Agreement”) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (“Board” or “County”) and GTL DEVELOPMENT, INC., whose address is P.O. Box 80036, San Diego, CA 92138 (“Developer”) and MERIDIAN SERVICE METROPOLITAN DISTRICT, whose address is 11886 Stapleton Dr., Falcon, CO 80831 (“Metro District”), a quasi-municipal corporation and political subdivision of the State of Colorado. 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 Meridian Ranch; and

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


C. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as Rolling Hills Ranch North Filing No. 2 at Meridian Ranch (the “Subdivision”); and

D. WHEREAS, the development of the 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 the Subdivision on Developer’s promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices (“BMPs”) for the Subdivision; and

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

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

G. 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

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El Paso County, CO

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H. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions, which basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control; and

I. WHEREAS, Developer desires to construct for the Subdivision water quality improvements on portions of two separate tracts of land 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, as applicable, such water quality improvements; and

J. WHEREAS, Developer desires to construct a receiving pervious area to allow for runoff infiltration ("Receiving Pervious Area A") on a portion of the property that is or will be platted as Tract A, Rolling Hills Ranch North Filing No. 2, as indicated on the final plat of the Subdivision, and as more specifically described on Exhibit B attached hereto ("RPA – A Property"); and

K. WHEREAS, Developer desires to construct a receiving pervious area to allow for runoff infiltration ("Receiving Pervious Area B") on a portion of the property that is or will be platted as Tract A, Rolling Hills Ranch North Filing No. 2, as indicated on the final plat of the Subdivision, and as set forth on Exhibit C attached hereto ("RPA-B Property"). Together the two Receiving Pervious Areas shall be referred to herein as the Water Quality Facilities; and

L. WHEREAS, Developer shall be charged with the duty of constructing the Water Quality Facilities and the Metro District shall be charged with the duties of operating, maintaining and repairing the Water Quality Facilities on the properties described in Exhibits B & C; and

M. WHEREAS, it is the County's experience that subdivision developers and property owners historically have not properly cleaned and otherwise not properly maintained and repaired such water quality facilities, and that such water quality facilities, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and

N. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair such water quality facilities when developers and property owners have failed in their responsibilities, and therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to so clean, maintain and repair the Water Quality Facilities serving this Subdivision due to the Developer's or the Metro District's failure to meet its obligations to do the same; and

O. WHEREAS, the County conditions approval of this Subdivision on the Developer's promise to so construct the Water Quality Facilities, and further conditions approval on the Metro District's promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the Water Quality 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 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 Water Quality Facilities; and

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

Agreement

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

1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.
2. Covenants Running with the Land: Developer and the Metro District agree that this entire Agreement and the performance thereof shall become a covenant running with the land, which is legally described in Exhibit A and attached hereto, and that this entire Agreement and the performance thereof shall be binding upon themselves, their respective successors and assigns.
3. Construction: Developer shall construct the Receiving Pervious Area A on the RPA-A Property described on Exhibit B and the Receiving Pervious Area B on the RPA-B Property described on Exhibit C. Developer shall not commence construction of the Water Quality Facilities until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the Water Quality Facilities and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the Water Quality Facilities in substantial compliance with the County-approved plans and specifications for the Water Quality Facilities (the "Project"). 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 Water Quality 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. Rough grading of the Water Quality Facilities must be completed and inspected by the El Paso County Development Services Department prior to commencing road construction.

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

4. Maintenance: The Metro District agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the Water Quality Facilities, in compliance with the County-reviewed Operation and Maintenance Manual, attached hereto as Exhibit D and incorporated herein by this reference, and otherwise keep the same in good repair, all at its own cost and expense. The RPA-A Property and RPA-B Property will remain undisturbed and maintain a uniform vegetative cover density of at least 80%.

5. Creation of Easement: Developer hereby grants the County and the Metro District a non-exclusive, perpetual easement upon and across the RPA-A Property described in Exhibit B and the RPA-B Property described in Exhibit C, for the purposes of allowing the County and the Metro District to access, construct, re-construct, inspect, clean, repair and maintain the Water Quality Facilities; however, the creation of this easement does not expressly or implicitly impose on the County a duty to so construct, reconstruct, inspect, clean, repair or maintain the Water Quality Facilities.

6. County's Rights and Obligations: Any time the County determines, in the sole and reasonable exercise of its discretion, that the Water Quality Facilities, or either of them, are not properly constructed, reconstructed, cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer, and/or the Metro District and their respective successors and assigns, that the Water Quality Facilities, or either of them, need to be constructed, reconstructed, cleaned, maintained and/or otherwise repaired. This notice shall provide a reasonable time to correct the problem(s). Should the responsible party fail to correct the specified problem(s), the County may enter upon the property described in Exhibits B and C to so correct the specified problem(s). Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the Water Quality Facilities.

7. Reimbursement of County's Costs / Covenant Running With the Land: The Developer and the Metro District agree and covenant, for themselves, their respective successors and assigns, 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 Water Quality Facilities pursuant to the provisions of this Agreement.

The term "actual costs and expenses" shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the provisions 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.

8. Conditions of Subdivision Approval: The Developer's and the Metro District's execution of this Agreement is a condition of Subdivision approval. Additional conditions of approval of the Subdivision include, but are not limited to, the following:

- a. Conveyance of Tract A, as indicated on the final plat of the Subdivision, from the Developer to the Metro District (which will include a reservation of easement in favor of the County for purposes of accessing, inspecting, cleaning, maintaining, and repairing the Water Quality Facilities), and recording of the Deeds for the same; and
- b. A copy of the Covenants of the Subdivision, if applicable, establishing that the Metro District is obligated to inspect, clean, maintain, and repair the Water Quality Facilities.

The County shall have the right, in the sole and reasonable exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this paragraph 8, including but not limited to, any separate agreement or amendment, if applicable, identifying any specific maintenance responsibilities not addressed herein. The County's rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

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

10. Indemnification and Hold Harmless: To the extent authorized by law, the Developer and the Metro District agree, for themselves, their respective 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 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 Water Quality Facilities and such obligation arising under this paragraph shall be joint and several, subject to paragraph 15 below. Nothing in this paragraph shall be deemed to waive or otherwise limit the defense available to the County or the Metro District pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., or as otherwise provided by law.

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

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

13. Solid Waste or Hazardous Materials: Should any refuse from the Water Quality 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/or the Metro District shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, et seq., Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations, 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer and/or the Metro District, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

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

15. Limitation on Developer's Obligation and Liability: The obligations and liability of the Developer hereunder shall only continue until such time as the final plat of the Subdivision as described in Paragraph C of the Recitals set forth above is recorded and the Developer completes the construction of the Water Quality Facilities and transfers all applicable maintenance and operation responsibilities to the Metro District. By execution of this Agreement, the Metro District agrees to accept all responsibilities and to perform all duties assigned to it, including those of the Developer, as specified herein, upon transfer of Tract A, Rolling Hills Ranch North Filing No. 2, as indicated on the final plat of the Subdivision, including the property described on Exhibits B & C, from the Developer to the Metro District.

16. Liens. The Developer shall not create or permit any liens to be placed upon the Property as a result of the construction of the Water Quality Facilities, and in the event any such lien is placed upon the Property, Developer will remove the same within thirty (30) days thereafter.

17. No Waiver of Governmental Immunity. The parties hereto understand and agree that the County and the Metro District are relying on and do not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County and/or Metro District.

Executed this 22nd day of JANUARY, 2025, by:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: *Gilbert LaForce*
Gilbert LaForce, Engineering Manager
Department of Public Works
Authorized signatory as County Engineer designee pursuant to Resolution 24-145

The foregoing instrument was acknowledged before me this 22 day of January, 2025, by
Gilbert LaForce, Engineering Manager, El Paso County Department of Public Works.

Witness my hand and official seal.

My commission expires: 1/10/2029

Jessica Merriam
Notary Public

Approved as to Content and Form:
Lori L. Seago
Assistant County Attorney



EXHIBIT A

LEGAL DESCRIPTION OF SUBDIVISION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 20, IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT A OF THE ESTATES AT ROLLING HILLS RANCH FILING NO. 2, RECORDED WITH RECEPTION NO. 222714944 IN THE RECORDS OF EL PASO COUNTY, POINT BEING ON THE NORTH LINE OF THE NORTHWEST 1/2 OF SAID SECTION 20;

1. THENCE S89°25'43"E ON SAID NORTH LINE, A DISTANCE OF 2624.85 FEET TO A POINT ON THE WESTERN BOUNDARY OF FALCON REGIONAL PARK RECORDED WITH RECEPTION NO. 214093227;

THE FOLLOWING COURSE IS ON SAID BOUNDARY LINE:

2. THENCE S00°13'13"E A DISTANCE OF 1295.07 FEET, POINT BEING ON THE NORTHERN BOUNDARY OF ROLLING HILLS RANCH NORTH FILING NO. 1 RECORDED WITH RECEPTION NO. _____ IN THE RECORDS OF EL PASO COUNTY;

THE FOLLOWING EIGHTEEN (18) COURSES ARE ON THE BOUNDARY LINE OF SAID ROLLING HILLS RANCH NORTH FILING NO. 1:

3. THENCE S89°46'57"W A DISTANCE OF 160.00 FEET;
4. THENCE N00°13'03"W A DISTANCE OF 99.94 FEET;
6. THENCE S89°46'57"W A DISTANCE OF 225.24 FEET;
7. THENCE S87°17'03"W A DISTANCE OF 98.28 FEET;
8. THENCE S77°08'32"W A DISTANCE OF 97.44 FEET;
9. THENCE S69°55'18"W A DISTANCE OF 97.94 FEET;
10. THENCE S67°33'39"W A DISTANCE OF 215.00 FEET;
11. THENCE S64°41'54"W A DISTANCE OF 100.12 FEET;
12. THENCE S67°33'39"W A DISTANCE OF 230.00 FEET;
13. THENCE S22°26'21"E A DISTANCE OF 103.00 FEET;
14. THENCE S22°33'39"W A DISTANCE OF 31.11 FEET;
15. THENCE N67°33'39"E A DISTANCE OF 278.06 FEET TO A POINT OF CURVE TO THE RIGHT;
16. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 320.00 FEET, A DELTA ANGLE OF 29°52'23", AN ARC LENGTH OF 166.84 FEET, WHOSE LONG CHORD BEARS S82°29'50"W A DISTANCE OF 164.96 FEET;
17. THENCE N37°33'58"W A DISTANCE OF 31.11 FEET TO A NON-TANGENT CURVE TO THE LEFT;
18. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 430.00 FEET, A DELTA ANGLE OF 20°26'26", AN ARC LENGTH OF 153.41 FEET, WHOSE LONG CHORD BEARS N02°47'11"W A DISTANCE OF 152.59 FEET;
19. THENCE S76°59'35"W A DISTANCE OF 60.00 FEET;
20. THENCE S83°02'50"W A DISTANCE OF 125.64 FEET;
21. THENCE N82°33'58"W A DISTANCE OF 1005.00 FEET TO A POINT ON THE EASTERN BOUNDARY OF SAID THE ESTATES AT ROLLING HILLS RANCH FILING NO. 2;

THE FOLLOWING FIVE (5) COURSES ARE ON THE BOUNDARY LINE OF SAID THE ESTATES AT ROLLING HILLS RANCH FILING NO. 2:

22. THENCE N07°26'02"E A DISTANCE OF 375.00 FEET;
23. THENCE S82°33'58"E A DISTANCE OF 180.00 FEET;
24. THENCE N06°14'24"W A DISTANCE OF 495.03 FEET;
25. THENCE N06°47'53"W A DISTANCE OF 290.00 FEET;
26. THENCE N00°34'17"E A DISTANCE OF 340.00 FEET THE POINT OF BEGINNING.

THE ABOVE PARCEL OF LAND CONTAINS 88.173 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).

EXHIBIT B

P.O.C.
NE CORNER OF
SECTION 20
T12S, R64W



LATIGO TRAILS

SECTION 17

SECTION 16

MERIDIAN
RANCH

SECTION 20

SECTION 21

FALCON
REGIONAL
PARK

P.O.B.

N86°05'32"E
184.68'

N89°46'57"E
90.00'

S55°37'12"E
92.00'

S26°21'31"E
92.00'

WATER
QUALITY
FACILITY

FALCON
REGIONAL
PARK

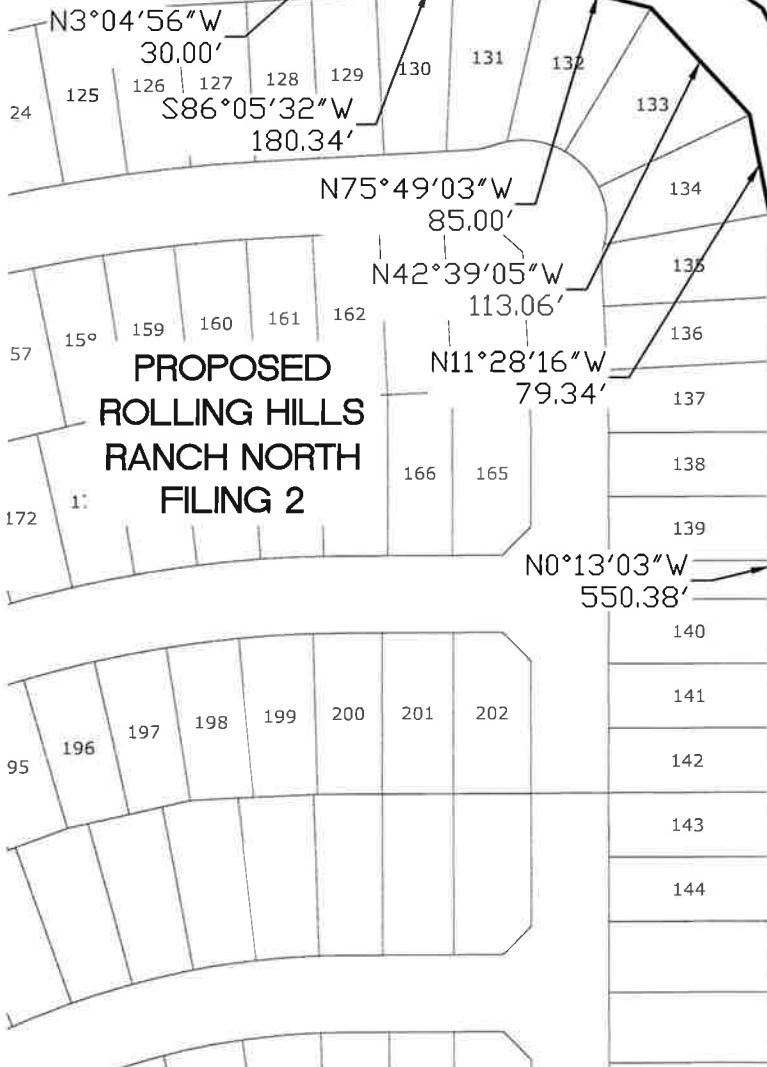
S0°13'03"E
628.20'

N0°13'03"W
550.38'

TRACT A

SECTION 20
SECTION 21

S89°46'57"W
35.00'



PROPOSED
ROLLING HILLS
RANCH NORTH
FILING 2

1

SCALE:	N.T.S.
DATE:	SEPT 2024
DRAWN:	TAK
CHECK:	RG

WATER QUALITY FACILITY A
ROLLING HILLS RANCH NORTH FILING 2
EXHIBIT B

TECH CONTRACTORS
11910 TOURMALINE DR #130
FALCON, CO 80831
TELEPHONE: 719.495.7444

EXHIBIT B

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN EAST HALF OF SECTION 20 IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 20 THENCE S42°29'04"W A DISTANCE OF 738.10 FEET TO THE TRUE POINT OF BEGINNING;

1. THENCE N86°05'32"E A DISTANCE OF 184.68 FEET;
2. THENCE N89°46'57"E A DISTANCE OF 90.00 FEET;
3. THENCE S55°37'12"E A DISTANCE OF 92.00 FEET;
4. THENCE S26°21'31"E A DISTANCE OF 92.00 FEET;
5. THENCE S00°13'03"E A DISTANCE OF 628.20 FEET;
6. THENCE S89°46'57"W A DISTANCE OF 35.00 FEET;
7. THENCE N00°13'03"W A DISTANCE OF 550.38 FEET;
8. THENCE N11°28'16"W A DISTANCE OF 79.34 FEET;
9. THENCE N42°39'05"W A DISTANCE OF 113.06 FEET;
10. THENCE N75°49'03"W A DISTANCE OF 85.00 FEET;
11. THENCE N86°05'32"W A DISTANCE OF 180.34 FEET;
12. THENCE N03°04'56"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL OF LAND CONTAINS 0.907 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).

2

SCALE: N.T.S.
DATE: SEPT 2024
DRAWN: TAK
CHECK: RG

WATER QUALITY FACILITY A
ROLLING HILLS RANCH NORTH FILING 2
EXHIBIT B

TECH CONTRACTORS
11910 TOURMALINE DR #130
FALCON, CO 80831
TELEPHONE: 719.495.7444

EXHIBIT C

P.O.C.
NE CORNER OF
SECTION 20
T12S, R64W

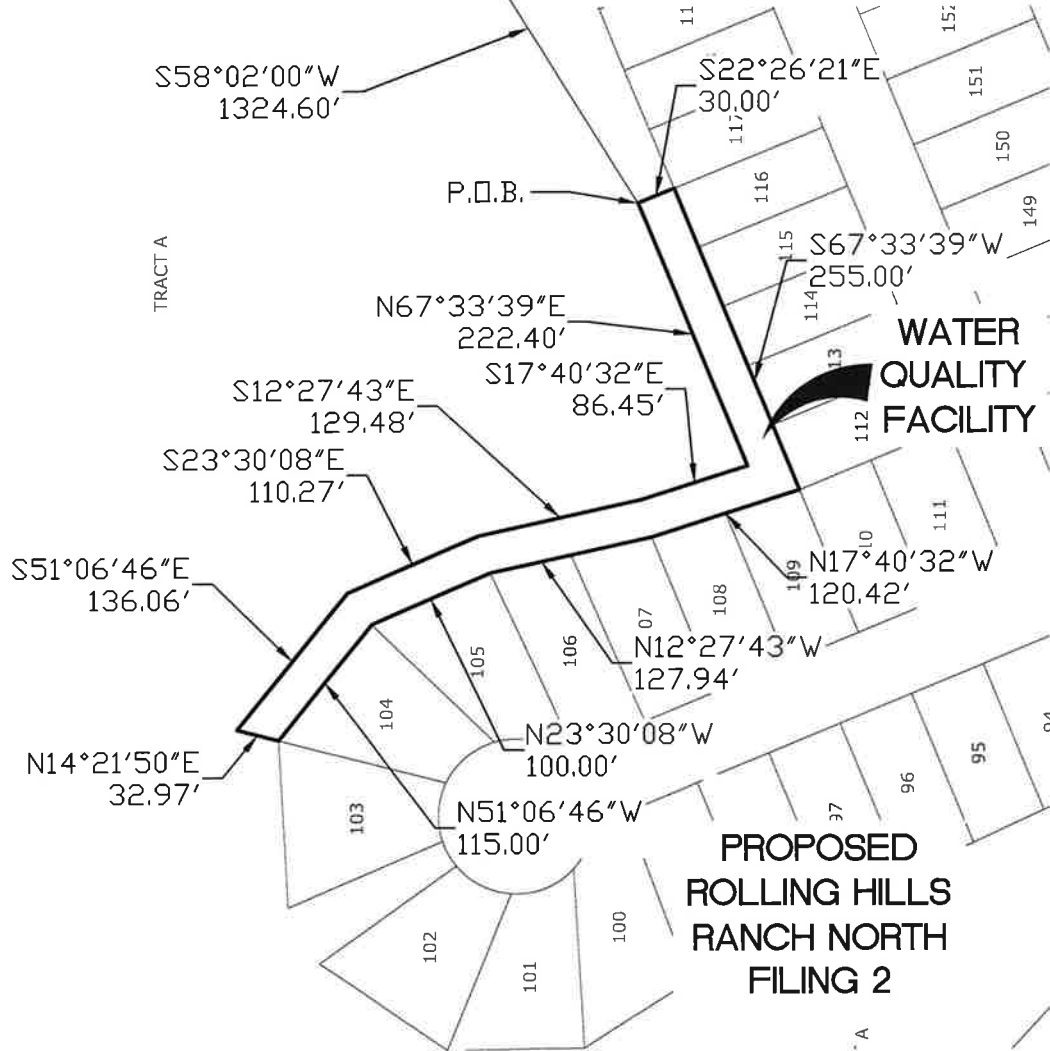
FALCON
REGIONAL
PARK



SECTION 16 SECTION 21
SECTION 17 SECTION 20

LATIGO TRAILS

MERIDIAN
RANCH



WATER
QUALITY
FACILITY

PROPOSED
ROLLING HILLS
RANCH NORTH
FILING 2

1

SCALE: N.T.S.
DATE: SEPT 2024
DRAWN: TAK
CHECK: RG

WATER QUALITY FACILITY B
ROLLING HILLS RANCH NORTH FILING 2
EXHIBIT C

TECH CONTRACTORS
11910 TOURMALINE DR #130
FALCON, CO 80831
TELEPHONE: 719.495.7444

EXHIBIT C

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN EAST HALF OF SECTION 20 IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 20 THENCE S58°02'00"W A DISTANCE OF 1,324.60 FEET TO THE TRUE POINT OF BEGINNING;

1. THENCE S22°26'21"E A DISTANCE OF 30.00 FEET;
2. THENCE S67°33'39"W A DISTANCE OF 255.00 FEET;
3. THENCE N17°40'32"W A DISTANCE OF 120.42 FEET;
4. THENCE N12°27'43"W A DISTANCE OF 127.94 FEET;
5. THENCE N23°30'08"W A DISTANCE OF 100.00 FEET;
6. THENCE N51°06'46"W A DISTANCE OF 115.00 FEET;
7. THENCE N14°21'50"E A DISTANCE OF 32.97 FEET;
8. THENCE S51°06'46"E A DISTANCE OF 136.06 FEET;
9. THENCE S23°30'08"E A DISTANCE OF 110.27 FEET;
10. THENCE S12°27'43"E A DISTANCE OF 129.48 FEET;
11. THENCE S17°40'32"E A DISTANCE OF 86.45 FEET;
12. THENCE N67°33'39"E A DISTANCE OF 222.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL OF LAND CONTAINS 0.483 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).

2

SCALE: N.T.S.
DATE: SEPT 2024
DRAWN: TAK
CHECK: RG

WATER QUALITY FACILITY B
ROLLING HILLS RANCH NORTH FILING 2
EXHIBIT C

TECH CONTRACTORS
11910 TOURMALINE DR #130
FALCON, CO 80831
TELEPHONE: 719.495.7444

BMP Inspection and Maintenance Plan
(IM Plan)
for

**Meridian Service Metropolitan District
Detention Ponds/BMPs**



EL PASO COUNTY, COLORADO

Prepared For:

GTL DEVELOPMENT, INC.

3575 Kenyon Street
San Diego, CA 92110

October 2011
Revised May 2018
Revised May 2020
Revised May 2022
Revised July 2024
Revised October 2024

Prepared By:
Tech Contractors
11910 Tourmaline Dr., #130
Falcon, CO 80831
719.495.7444

SF2424

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I. Compliance with Stormwater Best Management Practices Maintenance Requirements

All property owners are responsible for ensuring that stormwater control measures (CM's) or facilities installed on their property are properly maintained and that they function as designed. In some cases, this maintenance responsibility may be assigned to others through special agreements. The maintenance responsibility for stormwater facilities has been designated to the Meridian Service Metropolitan District (District) on the various subdivision plats. Property owners and the District should be aware of their responsibilities regarding stormwater facility maintenance and need to be familiar with the contents of this BMP Inspection and Maintenance Plan (IM Plan).

II. Inspection & Maintenance - Reporting

Requirements for the inspection and maintenance of stormwater facilities, as well as reporting requirements are included in BMP IM Plan.

Verification that the stormwater CM's have been properly inspected and maintained are to be by the submittal of the required Inspection and Maintenance Forms shall be provided to El Paso County upon request in writing. The reporting form(s) shall be provided to the County sixty (60) days of receipt of the written request.

Copies of the Inspection and Maintenance forms are located in Appendixes C & D. Each form shall be reviewed and submitted by the District to the County upon written request.

III. Preventative Measures to Reduce Maintenance Costs

The most effective way to maintain your water quality facility is to prevent the pollutants from entering the facility. Common pollutants include sediment, trash & debris, chemicals, pet wastes, runoff from stored materials, illicit discharges into the storm drainage system and many others. A thoughtful maintenance program will include measures to address these potential contaminants and will save money and time in the long run. Key points to consider in your maintenance program include:

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

IV. Access and Right to Enter

All stormwater management facilities located within Meridian Ranch shall have both a designated access location and the County has the right to enter for the purpose of inspecting and for maintaining CM's where the owner has failed to do so.

V. Safety

Keep safety considerations at the forefront of inspection procedures at all times. Likely hazards should be anticipated and avoided. Never enter a confined space (outlet structure, manhole, etc.) without proper training, number of personnel, and equipment.

Potentially dangerous substances (e.g., fuel, chemicals, hazardous materials) found in the areas must be referred to emergency services at 911 (non-emergency number for the County Sheriff's Department is 719.520.7100). If a toxic or flammable substance is discovered, leave the immediate area and contact the local emergency services at 911.

Vertical drops may be encountered in areas located within and around the facility. Avoid walking on top of retaining walls or other structures that have a significant vertical drop. If a vertical drop is greater than 48" in height, make the appropriate note/comment on the maintenance inspection form. If any hazard is found within the facility area that poses an immediate threat to public safety, contact emergency services at 911 immediately.

VI. Field Inspection Equipment

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

- Protective clothing and boots
- Safety equipment (vest, hard hat, confined space entry equipment [if certified to perform confined space entry])
- Communication equipment
- IM Plan for the site
- Clipboard
- Stormwater CM Inspection Form (See Appendix C)
- Manhole Lid Remover
- Shovel

Some of the items identified above need not be carried by the inspector (manhole lid remover, shovel, and confined space entry equipment), but should be available in the vehicle driven to the site. Specialized equipment may require specific training related to that equipment and should only be used by trained individuals.

VII. Inspecting Stormwater CM's

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

A. Inspection Procedures

All Stormwater CM's are required to be inspected a minimum of once per year. Inspections should follow the inspection guidance found in the SOP for the specific type of facility. (Appendix B of this manual).

B. Inspection Report

The person(s) conducting the inspection activities shall complete the appropriate inspection report for the specific facility. An Inspection Report is located in Appendix C. A copy of each inspection form shall be kept by the owner a minimum of 5 years.

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

General Information

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

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

Inspection Scoring

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

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

Inspection Summary/Additional Comments

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

Overall Facility Rating

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

C. Verification of Inspection and Form Submittal

The Stormwater CM Inspection Form provides a record of inspection of the facility. An Inspection Form is provided in Appendix C. Verification of the inspection of the stormwater facilities and the facility inspection form(s) shall be provided to the County when requested. The verification and the inspection form(s) shall be reviewed and submitted by the District.

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

VIII. Maintaining Stormwater CM's

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

A. Maintenance Categories

Stormwater CM maintenance programs are separated into three broad categories of work. The categories are separated based upon the magnitude and type of the maintenance activities performed. A description of each category follows:

Routine Work

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

Restoration Work

This work consists of a variety of isolated or small-scale maintenance and work needed to address operational problems. Most of this work can be completed by a small crew, with minor tools, and small equipment. These items do not require prior correspondence with the County, but do require that completed maintenance forms be included with the annual report forms.

Rehabilitation Work

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

B. Maintenance Personnel

Maintenance personnel should be qualified to properly maintain stormwater CM's, especially for restoration or rehabilitation work. Inadequately trained personnel can cause additional problems resulting in additional maintenance costs.

C. Maintenance Forms

The Stormwater CM Maintenance Form provides a record of maintenance activities and includes general cost information to assist the District in budgeting for future maintenance. A Maintenance Form is provided in Appendix D. The Maintenance Form shall be completed by the District, or contractor completing the required maintenance items. The form shall then be reviewed by the District and submitted within sixty (60) days of receiving written request of the inspections to the following address:

Department of Public Works
Storm Water Team
3275 Akers Drive
Colorado Springs, CO 80922

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

Appendix A

Description of Stormwater Facilities

Meridian Service Metropolitan District is responsible to maintain both temporary and permanent CM's, with some temporary CM's capable of becoming permanent if necessary. Permanent CM's consist of Extended Detention Basin (EDB) outlet structures, outlet pipe, outlet protection and rip rap emergency overflow. The temporary CM's incorporated in the design include silt fencing and straw bale barriers/check dams. Each facility is described in detail below:

Permanent CM's

Extended Detention Basin w/ Outlet Structure

The EDB are designed to collect and detain stormwater, allowing only historic peak runoff flow rates to proceed downstream of the development. Water Quality Control Volume (WQCV) was also designed into the EDB to improve water quality by providing adequate time for sediment to fall out in the basin before being released downstream.

An outlet structure was integrated in the EDB to release WQCV and the full spectrum of historic design storm flow rates. This structure is comprised of a plate with orifice holes and inlet grate.

When a minor storm event occurs, runoff will collect and settle in the EDB while being released through the orifices at a very gradual rate. The water quality plate must be inspected/cleaned as needed after significant rain events (or monthly at a minimum).

When larger storm events occurs (or when an event occurs and the WQCV orifices are plugged) water will enter into the outlet structure via an opening in the side of the concrete outlet structure. Or in the case of a 100-year storm event, the EDB was designed so that the water will enter into the outlet structure over the top. The top of the structure is equipped with a trash rack to prevent floating trash from entering the storm drain system. The outlet structure and trash rack must be inspected/cleaned as needed after significant rain events (or monthly at a minimum).

In the case of a greater than 100-year storm event, the EDB was designed with an overflow/spillway crest to release 100-year developed flows. Spillways are constructed of riprap.

Below the spillway and along the dam is a "riprap rundown channel." Water that overtops the spillway will flow down the riprap rundown channel before being directed downstream.

Water Quality Control Structure

Water Quality Control (WQ) is provided such that storm drainage runoff is designed to improve water quality by providing adequate time for sediment to fall out in the basin before being released downstream. This structure is comprised of a plate with orifice hole(s), well screen, inlet grate and micro-pool.

When a minor storm event occurs, runoff will collect and settle out large particles while being released through the orifice(s) at a very gradual rate. The water quality plate, well screen, and micro-pool must be inspected/cleaned as needed after significant rain events (or monthly at a minimum).

When larger storm events occur (or when an event occurs and the WQCV orifice(s) are plugged) water will enter into the structure via the top grated opening. The top of the structure is equipped with a trash rack to prevent floating trash from entering the storm drain system. The top grated outlet

structure and trash rack must be inspected/cleaned as needed after significant rain events (or monthly at a minimum).

Runoff Reduction

Runoff volume reduction is an important part of stormwater management and is fundamental to effectively manage stormwater runoff. Quantifying volume reduction associated with LID practices and other BMPs is important for watershed master planning as well as conceptual and final site design. The primary intent is to direct the runoff from impervious surfaces to flow over grass-covered areas and/or permeable pavement, and to provide sufficient travel time to facilitate the removal of suspended solids before runoff leaves the site, enters a curb and gutter system, or enters another stormwater collection system. Thus, to the extent practical, impervious surfaces are designed to drain over grass buffer strips or other pervious surfaces before reaching a stormwater conveyance system.

The following requirements apply for the maintenance of runoff reduction permanent control measures (PCMs):

- The Runoff Reduction Areas (RPAs) are considered PCMs and require regular maintenance.
- The RPAs are located within a tract shown on the final plat and identified this drainage report and the GEC Plans.
- The vegetation in RPAs should have a maintained uniform density of at least 80%.
- Signage shall be posted in RPAs and should provide text that identifies the RPA as a water quality treatment area stating that the area is to remain vegetated and maintained.

Outlet Pipe Protection

Outlet Pipe Protection consists of riprap aprons below the outlets to decrease flow velocities and help prevent erosion. Riprap aprons are designed below the pipes that discharge the EDB and the storm drain pipes that discharge into the EDB.

Temporary CM's

Silt Fencing

Silt fencing is a temporary sediment barrier constructed of filter fabric stretched across supporting posts. The bottom edge of the fabric is entrenched and covered with backfill. Sediment must be periodically removed from behind the silt fence when it accumulates to half the fence height. Silt fencing shall be removed when adequate vegetative cover has been attained.

Straw Bale Barriers

A straw bale barrier consists of a row of straw bales used to retain sediment from runoff in areas of disturbed soil. The bales are entrenched and anchored to prevent them from being carried downstream in storm events. As with silt fencing, sediment must be periodically removed from behind the bales when it accumulates to half the height of the barrier. Bales must be replaced as needed, and the barriers can be removed when adequate vegetative cover has been attained.

Appendix B

Standard Operating Procedures (SOP's) for Each Facility

Below are Standard Operating Procedures for each facility described in Appendix A:

Extended Detention Basin Maintenance Considerations

Required Action	Maintenance Objective	Frequency of Action
Mowing	Occasional mowing to limit unwanted vegetation. Maintain native grasses to 6 inches.	Routine -Depending on aesthetic requirements.
Debris and Litter Removal	Remove debris and litter from the entire pond to minimize outlet clogging and improve aesthetics.	Routine -Including just before annual storm seasons (that is, April and May) and following significant rainfall events.
Erosion and Sediment Control	Repair and re-vegetate eroded areas in the basin and channels.	Non-routine -Periodic and repair as necessary based on inspection.
Structural	Repair pond inlets, outlets, low-flow channel liners, and energy dissipators whenever damage is discovered.	Non-routine -Repair as needed based on regular inspections.
Inspections	Inspect basins to insure that the basin continues to function as initially intended. Examine the outlet for clogging, erosion, slumping, excessive sedimentation levels, overgrowth, embankment and spillway integrity, and damage to any structural element.	Routine -Annual inspection of hydraulic and structural facilities. Also check for obvious problems during routine maintenance visits, especially for plugging of outlets.
Nuisance Control	Address odor, insects, and overgrowth issues associated with stagnant or standing water in the bottom zone.	Non-routine -Handle as necessary per inspection or local complaints.
Sediment Removal	Remove accumulated sediment from the bottom of the basin.	Non-routine -Performed when sediment accumulation occupies 20 percent of the WQCV. This may vary considerably, but expect to do this every 10 to 20 years, as necessary, if no construction activities take place in the tributary watershed. More often if they do occur.

* From Table EOB-1 in the EPC OCM Vol. /I

Equipment requirements will vary depending on the maintenance that is deemed necessary. Some work may need to be contracted out if the District does not have the equipment or skill set required.

Runoff Reduction Area Maintenance Considerations

Required Action	Maintenance Objective	Frequency of Action
Mowing	Occasional mowing to limit unwanted vegetation. Maintain native grasses to 6 inches.	Routine -Depending on aesthetic requirements.
Debris and Litter Removal	Remove debris and litter from the entire area to improve aesthetics, prevent gully development and prevent debris from being washed offsite.	Routine – as needed by inspection.
Erosion and Sediment Control	Repair and re-vegetate eroded areas in the basin and channels.	Non-routine -Periodic and repair as necessary based on inspection.
Inspections	Inspect to assure that the area continues to function as initially intended. Examine for erosion, overgrowth, and damage to any structural element.	Routine -Annual inspection, check for obvious problems during routine maintenance visits, especially for erosion and rilling.

Culvert Outlet Protection Maintenance Considerations

Required Action	Maintenance Objective	Frequency of Action
Debris and Litter Removal	Retain downstream integrity and prevent blockages of culvert outlet.	Routine -Inspection of facilities. Also check for damage to riprap apron.
Stone/Riprap Replacement	Retain apron integrity.	Non-routine -Periodic and repair as necessary based on inspection.
Inspections	Inspect aprons to insure that they continue to function as initially intended. Examine the structure for damage and missing stones/riprap.	Routine -Inspection of facilities. Also check for obvious problems during routine maintenance visits.

Silt Fencing Maintenance Considerations

Required Action	Maintenance Objective	Frequency of Action
Sediment Removal	Maintain area for sediment to accumulate during storm events	Non-routine -After each storm event or when 1/2 of the original height of the fence is reached.
Debris and Litter Removal	Maintain area for sediment to accumulate during storm events.	Non-routine -After each storm event or when 1/2 of the original height of the fence is reached.
Geotextile and Anchor Replacement	Retain fence integrity	Non-routine -Periodic and repair as necessary based on inspection.
Inspections	Inspect fence to insure that it continues to function as initially intended. Examine the structure for damage and sedimentation levels.	Routine -Inspection of facilities. Also check for obvious problems during routine maintenance visits, especially sediment removal.

Appendix C

Appendix D

