

STORMWATER FACILITY MAINTENANCE AGREEMENT

This Stormwater Maintenance Agreement is entered into this 20th day of October, 2022, by and between the Board of County Commissioners of Arapahoe County, a political subdivision of the State of Colorado (the "County"), and DC, LLC (the "Owner"), and collectively referred to as the "Parties."

RECITALS

WHEREAS, the above-named property owner is the owner of a certain parcel of land known as Lot 2, Block 1, Dove Valley Business Park Subdivision Filing No .26 County of Arapahoe, State of Colorado, a/k/a Paonia Building Development, (hereinafter referred to as the "Property"); and

WHEREAS, a Phase III Drainage Report and Civil Construction Plans ("Plans") for the Property have been approved by the County; and

WHEREAS, said Plans provide for stormwater management facilities including such facilities intended to reduce, detain, convey, and manage stormwater runoff, and provide water quality benefits (collectively referred to as "Facilities"); and

WHEREAS, the Facilities shown on the Plans shall be constructed and adequately maintained by the Owner in a manner that allows for the facilities to function in accordance with the approved Plans; and

WHEREAS, the County requires that the Owner submit an Operation and Maintenance Site Plan ("O&M Site Plan") as specified in the Arapahoe County Stormwater Management Manual and attached hereto as "Exhibit A"; and

WHEREAS, Standard Operating Procedures, ("SOPs") outlining maintenance requirements for Water Quality Facilities have been prepared and are referenced in Arapahoe County Stormwater Management Manual and hereby are incorporated herein by this reference; and

NOW, THEREFORE, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The Owner shall inspect and maintain the Facilities as described in the Plans and Exhibit A to ensure that such Facilities are and will remain in proper working condition in accordance with the Arapahoe County Stormwater Management Manual and other applicable legal requirements.
2. The maintenance of the Facilities shall be completed in accordance with the SOPs for the appropriate Facility and the Owner shall promptly perform all needed maintenance and repairs and shall document maintenance as outlined in the applicable SOP.

Arapahoe County Case No. ASP21-010

3. The Owner hereby grants, bargains and conveys to the County, officers, agents, and employees an easement over the Property for access from public rights-of-way, abutting private roadways, and/or private driveways, to the Facilities for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, repairing or replacing the Facilities to the extent that Owner fails to do so and as necessary to ensure their proper working condition as outlined above.
4. In the event the Owner fails to properly maintain the Facilities within thirty (30) days after written notice by the County of such deficiencies to the owner, the County, or its designated representative, may enter upon the Property and take whatever steps it deems necessary to maintain or repair the Facilities and bill the owner for the reasonable expense thereof, and who shall be responsible to reimburse the County for such expense. If the Owner's failure to properly maintain the Facilities could cause damage to property, loss of life or a violation of a Colorado Discharge Permit System (CDPS) Municipal Separate Storm Sewer System (MS4) Permit, the County, or its designated representative, may take immediate action, without notice to the Owner, to maintain or repair the Facilities. It is expressly understood and agreed that the County, or its designated representative, is under no obligation to maintain or repair the Facilities, and in no event shall this Agreement be considered to impose any such obligation on the County.
5. The Owner agrees that it will not at any time dedicate the Facilities to the public, to public use or to the County without the County's written consent, nor will it subdivide or convey the Property without a covenant providing that a proportionate share of the cost of maintenance and other costs associated with the obligations and duties contained herein runs with each subdivided part of the original tract or parcel of land.
6. In an event of emergency involving Facilities, the County, its officers, agents, and employees may enter immediately upon the Property and take whatever reasonable steps it deems necessary to meet the emergency. The County shall notify the Owner of such emergency and entry as soon as possible but in no event later than twenty-four (24) hours after such entry. Alternatively, the County may notify the Owner by phone to take whatever reasonable action is necessary within a specified period of time. Should the Owner fail to respond, or should the Owner inform the County that it intends not to respond within the specified period of time, the County, its officers, agents, and employees may enter immediately.
7. The County shall not pay and shall not be required to pay any compensation at any time for its use of the Property in any way necessary for the inspections and maintenance of the Facilities, including access to the Facilities.
8. In the event the County, pursuant to this Agreement, performs work or expends any funds reasonably necessary for the maintenance or repair of the Facilities, including labor, equipment, supplies and materials, the Owner agrees to reimburse the County, or its designated representative, within thirty (30) days after the County gives the Owner written notice of such expense. If the Owner or its successors or assigns fails to make timely payment as required herein, interest on such payment shall accrue at the rate of 1½ % per month until paid in full.

Arapahoe County Case No. ASP21-010

9. Any amount owed to County under the terms of this Agreement and not paid within thirty (30) days of the date of notification shall be the joint and several obligation of any owner of record of the Property or any portion thereof served by the Facilities and any successors in interest to such owner on the date such maintenance or repair was performed.
10. The Owner, its successors, and assigns shall indemnify and hold harmless County, its officers, agents, and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County arising out of or resulting from the construction, presence, existence, maintenance, or use of the Facilities.
11. The Owner shall notify the County when the Owner transfers its interest in the Property or any portion thereof.
12. The responsibilities and obligations of the Owner shall constitute a covenant running with the land, and shall be binding upon all present and subsequent owners, their administrators, executors, assigns, heirs, and any other successors in interest so long as they own an interest in the Property of any portion thereof served by the Facilities.
13. The Owner acknowledges that any approved final site plan and/or final plat shall include the Drainage Maintenance” Standard Note as specified in the Arapahoe County Land Development Code, the Development Application Manual, or other applicable County code, regulation, or duly adopted development policy. If the Facilities are not properly maintained, the County may provide necessary maintenance and assess the maintenance cost to the owner of the property. Failure to abide by the provision of such Note shall constitute a Zoning Violation, as defined in the Arapahoe County Land Development Code.
14. This Agreement shall be recorded in the Arapahoe County Clerk and Recorder’s Office.
15. In the event either of the Parties hereto files a law suit to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable costs and attorney fees.

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Arapahoe County Case No. ASP21-010

IN WITNESS WHEREOF, the County and Owner have executed this Agreement on the date set forth above.

OWNER: DC, LLC.By: Donald D CannellaName: DONALD D CANNELLATitle: MM

State of Colorado }
 } s.s.
County of }

The foregoing instrument was acknowledged before me this 18th day of May, 2022, by Donald Dean Cannella, as MM of DC, LLC.

My commission expires June 30th 2025. Witness my hand and official seal.

Signature

WENDY NICOLE ESTES

Name of Notary

1630 River Dr Fountain, CO 80817

Address of Notary

WENDY NICOLE ESTES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214026154
MY COMMISSION EXPIRES JUNE 30, 2025

(SEAL)

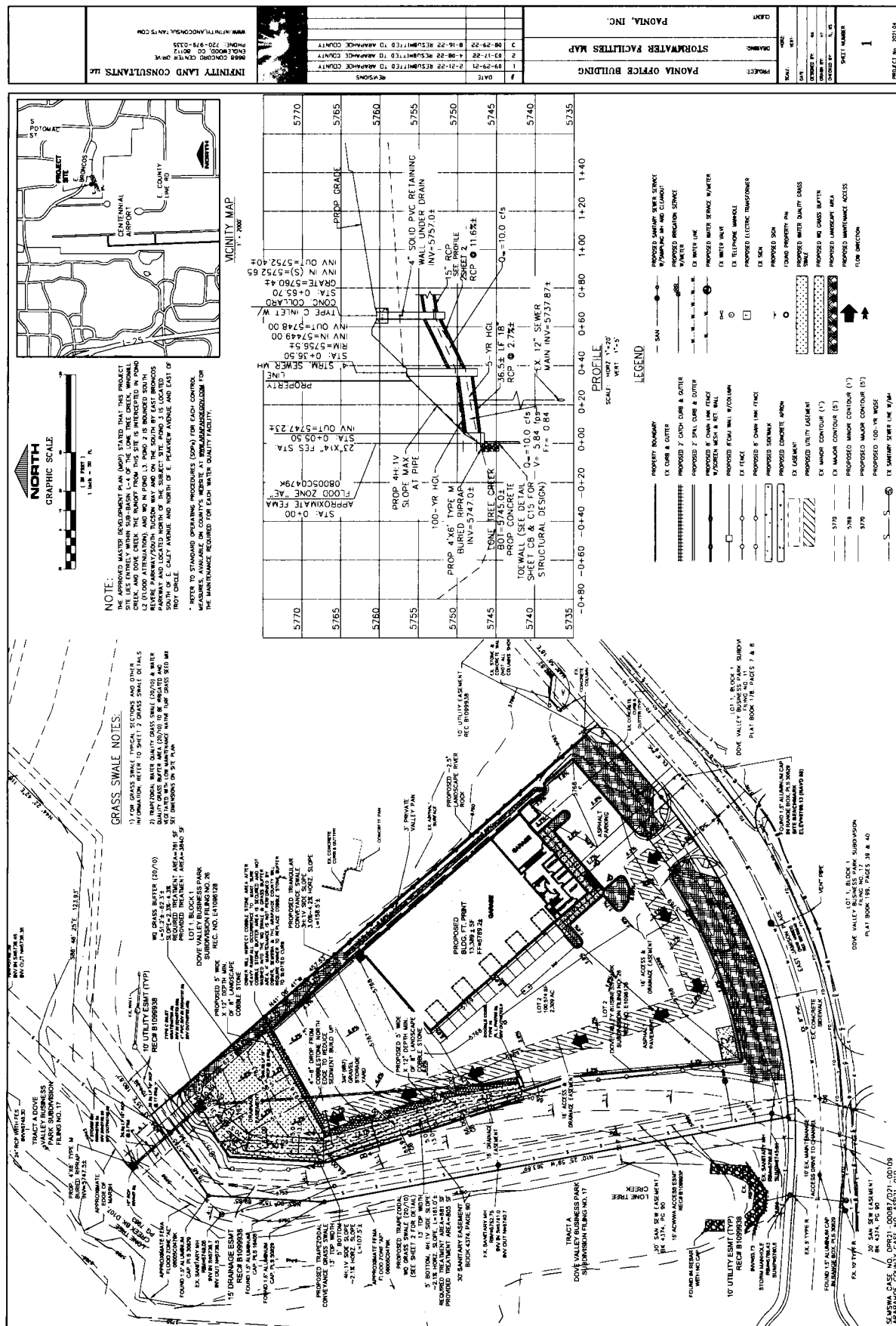
For the Board of County Commissioners:

Bryan D. Weimer

Bryan D. Weimer

Director, Department of Public Works and Development

Pursuant to Resolution No. 22-049



COOT CLASS A FILTER MATERIAL AND TYPE II BEDDING:

COOT CLASS A FILTER AND TYPE II BEDDING SHALL BE FREE DRAINING CRUSHED STONE MEETING THE MATERIAL AND GRADATION SPECIFICATIONS SET FORTH FOR CLASS A FILTER MATERIAL IN DIVISION 700, SECTION 702 OF THE COOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

COOT CLASS C FILTER MATERIAL:

COOT CLASS C FILTER MATERIAL SHALL BE FREE DRAINING SAND MEETING THE MATERIAL AND GRADATION SPECIFICATIONS SET FORTH FOR CLASS C FILTER MATERIAL IN DIVISION 700, SECTION 702 OF THE COOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

ASHTO NO. 8 AGGREGATE:

ASHTO NO. 8 AGGREGATE SHALL BE A COMBINE AGGREGATE MEETING THE MATERIAL AND GRADATION SPECIFICATIONS SET FORTH FOR NO. 8 COMBINE AGGREGATE IN DIVISION 700, SECTION 702 OF THE COOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

CLASS 3 AGGREGATE BASE COURSE:

CLASS 3 AGGREGATE BASE COURSE SHALL BE AN AGGREGATE MEETING THE MATERIAL AND GRADATION SPECIFICATIONS SET FORTH FOR CLASS 3 AGGREGATE BASE COURSE AS DEFINED IN DIVISION 700, SECTION 703 OF THE COOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

AGGREGATE GRADATION TABLE:

Screen Size	No. 87 Coarse Aggregate (ASTM D 654)	No. 5 Coarse Aggregate (ASTM D 654)	No. 40 Coarse Aggregate (ASTM D 654)	No. 60 Coarse Aggregate (ASTM D 654)	No. 100 Coarse Aggregate (ASTM D 654)	No. 200 Coarse Aggregate (ASTM D 654)	Class 3 Filter Material (ASTM D 654)
1 1/2" (38.1 mm)							100
3/4" (19.0 mm)	100						
3/8" (9.5 mm)	100	100					
20/30 (75/60)	100	100	100				
10/20 (75/60)	100	100	100	100			
4.75 (19.0)	100	100	100	100	100		
2.5 (10.0)	100	100	100	100	100	100	
1.18 (47.5)	100	100	100	100	100	100	
0.6 (25.0)	100	100	100	100	100	100	
0.3 (12.5)	100	100	100	100	100	100	
0.15 (6.0)	100	100	100	100	100	100	
0.075 (3.0)	100	100	100	100	100	100	

NOTE: 1. Aggregate gradation shall be determined by dry sieving and shall be reported as a percentage of the total dry weight of the sample. 2. The gradation shall be reported to the nearest 1%.

1 1/2" CRUSHED ROCK:

1 1/2" CRUSHED ROCK SHALL BE A CRUSHED AGGREGATE MEETING THE MATERIAL AND GRADATION SPECIFICATIONS SET FORTH FOR NO. 37 OR NO. 4 COARSE AGGREGATE PER ASHTO M-3 AS DEFINED IN DIVISION 700, SECTION 702 OF THE COOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

SPRAY ON WATERPROOF LINER:

SPRAY ON WATERPROOF LINING SHALL BE ECOLUR 201 SPRAY ON LINER THAT IS VOC/SOLVENT FREE AND NSF 61 CERTIFIED FOR USE IN POTABLE WATER, OR APPROVED EQUIVALENT APPLIED IN ACCORDANCE TO MANUFACTURER'S RECOMMENDATIONS.

BIDGE GRADABLE DOUBLE-NET 100% COCONUT EROSION CONTROL BLANKET:

BIDGE GRADABLE DOUBLE-NET 100% COCONUT EROSION CONTROL BLANKET SHALL MEET THE SPECIFICATIONS FOR SOIL RETENTION BLANKET (COCONUT) (BIDGE GRADABLE CLASS 2) AS DEFINED IN DIVISION 700, SECTION 216 OF THE COOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. BLANKET MUST BE DOUBLE-NET AND BIODEGRADABLE.

CLASS 4 DRAINAGE GEOTEXTILE AND NONWOVEN GEOTEXTILE:

CLASS 4 DRAINAGE GEOTEXTILE AND NONWOVEN GEOTEXTILE SHALL BE NONWOVEN GEOTEXTILE MEETING ASHTO M-288 CLASS 1 STRENGTH REQUIREMENTS.

RIPRAP AND BOULDERS:

RIPRAP AND BOULDERS SHALL MEET THE MATERIAL AND GRADATION SPECIFICATIONS SET FORTH IN SECTION 31.37.00 (RIPRAP, BOULDERS AND BEDDING) OF MILE-HIGH FLOOD DISTRICTS CONSTRUCTION SPECIFICATIONS WHICH CAN BE FOUND ON THEIR WEBSITE AT WWW.MHFD.COM IN THE RESOURCE LIBRARY.

GROUT:

GROUT SHALL MEET THE MATERIAL AND INSTALLATION SPECIFICATIONS SET FORTH IN SECTION 31.37.19 (GROUTED BOLDERS, STACKED GROUTED BOULDERS AND GROUTED BOLDER RETAINING WALLS) OF MILE-HIGH FLOOD DISTRICTS CONSTRUCTION SPECIFICATIONS WHICH CAN BE FOUND ON THEIR WEBSITE AT WWW.MHFD.COM IN THE RESOURCE LIBRARY.

CONCRETE:

ALL CONCRETE USED WITHIN STORMWATER QUALITY FACILITIES SHALL BE CAST-IN-PLACE AND DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER. THE ENGINEER SHALL SPECIFY ON THE PLANS THE SPECIFIC CLASS OF CONCRETE TO BE USED AND THE MIX DESIGN TO BE USED FOR THE CONCRETE. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

REBAR:

ANY REINFORCING STEEL SPECIFIED BY THE ENGINEER FOR USE IN A STORMWATER FACILITY SHALL BE EPOXY COATED AND MEET THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

PVC PIPE:

ALL SOLID WALL PVC PIPE AND FITTINGS SHALL BE SCHEDULE 40 OR EQUIVALENT WITH SMOOTH INTERIOR AND SHALL MEET THE REQUIREMENTS OF ASTM D2728.

UNDERDRAIN:

ALL UNDERDRAINS SHALL BE 4-INCH INTERNAL DIAMETER (MINIMUM) SCHEDULE 40 PVC OR EQUIVALENT WITH SMOOTH INTERIOR AND MEET THE FOLLOWING REQUIREMENTS:

- SLOTTED PIPE WITH 0.05-INCH SLOT WIDTH
- 14 SQUARE INCHES OF OPEN AREA PER LINEAL FOOT (MINIMUM)
- CONFORMS TO ASTM D1784

GROWING MEDIA - DRAFT:

Perforated Pipe Diameter	Perforated Pipe Spacing	Test Name	Acceptance Criteria
4"	48"	Perforated Pipe Test	Perforated Pipe Test
6"	72"	Perforated Pipe Test	Perforated Pipe Test
8"	96"	Perforated Pipe Test	Perforated Pipe Test
10"	120"	Perforated Pipe Test	Perforated Pipe Test
12"	144"	Perforated Pipe Test	Perforated Pipe Test
14"	168"	Perforated Pipe Test	Perforated Pipe Test
16"	192"	Perforated Pipe Test	Perforated Pipe Test
18"	216"	Perforated Pipe Test	Perforated Pipe Test
20"	240"	Perforated Pipe Test	Perforated Pipe Test
22"	264"	Perforated Pipe Test	Perforated Pipe Test
24"	288"	Perforated Pipe Test	Perforated Pipe Test
26"	312"	Perforated Pipe Test	Perforated Pipe Test
28"	336"	Perforated Pipe Test	Perforated Pipe Test
30"	360"	Perforated Pipe Test	Perforated Pipe Test
32"	384"	Perforated Pipe Test	Perforated Pipe Test
34"	408"	Perforated Pipe Test	Perforated Pipe Test
36"	432"	Perforated Pipe Test	Perforated Pipe Test
38"	456"	Perforated Pipe Test	Perforated Pipe Test
40"	480"	Perforated Pipe Test	Perforated Pipe Test
42"	504"	Perforated Pipe Test	Perforated Pipe Test
44"	528"	Perforated Pipe Test	Perforated Pipe Test
46"	552"	Perforated Pipe Test	Perforated Pipe Test
48"	576"	Perforated Pipe Test	Perforated Pipe Test
50"	600"	Perforated Pipe Test	Perforated Pipe Test
52"	624"	Perforated Pipe Test	Perforated Pipe Test
54"	648"	Perforated Pipe Test	Perforated Pipe Test
56"	672"	Perforated Pipe Test	Perforated Pipe Test
58"	696"	Perforated Pipe Test	Perforated Pipe Test
60"	720"	Perforated Pipe Test	Perforated Pipe Test
62"	744"	Perforated Pipe Test	Perforated Pipe Test
64"	768"	Perforated Pipe Test	Perforated Pipe Test
66"	792"	Perforated Pipe Test	Perforated Pipe Test
68"	816"	Perforated Pipe Test	Perforated Pipe Test
70"	840"	Perforated Pipe Test	Perforated Pipe Test
72"	864"	Perforated Pipe Test	Perforated Pipe Test
74"	888"	Perforated Pipe Test	Perforated Pipe Test
76"	912"	Perforated Pipe Test	Perforated Pipe Test
78"	936"	Perforated Pipe Test	Perforated Pipe Test
80"	960"	Perforated Pipe Test	Perforated Pipe Test
82"	984"	Perforated Pipe Test	Perforated Pipe Test
84"	1008"	Perforated Pipe Test	Perforated Pipe Test
86"	1032"	Perforated Pipe Test	Perforated Pipe Test
88"	1056"	Perforated Pipe Test	Perforated Pipe Test
90"	1080"	Perforated Pipe Test	Perforated Pipe Test
92"	1104"	Perforated Pipe Test	Perforated Pipe Test
94"	1128"	Perforated Pipe Test	Perforated Pipe Test
96"	1152"	Perforated Pipe Test	Perforated Pipe Test
98"	1176"	Perforated Pipe Test	Perforated Pipe Test
100"	1200"	Perforated Pipe Test	Perforated Pipe Test

NOTE: 1. The growing media shall be tested for pH, nutrient content, and other properties as required by the project. 2. The growing media shall be tested for biodegradability and other properties as required by the project. 3. The growing media shall be tested for other properties as required by the project.

THE GROWING MEDIA SUPPLIER RESEARCH AND COLLABORATION WITH OTHER AGENCIES ON MATERIAL SPECIFICATIONS IS CURRENTLY ONGOING. THEREFORE THE GROWING MEDIA SPECIFICATIONS ON THIS SHEET SHALL BE CONSIDERED DRAFT. ALL OTHER MATERIALS SPECIFIED ON THIS SHEET ARE FINAL.



PROJECT: PAONIA OFFICE BUILDING	DATE: 8-21-2020	DESIGNED BY: 1021-17-20	CHECKED BY: 1021-17-20	APPROVED BY: 1021-17-20
DRAWN: CONTROL MEASURE MATERIALS	DATE: 8-21-2020	DESIGNED BY: 1021-17-20	CHECKED BY: 1021-17-20	APPROVED BY: 1021-17-20
SHEET NUMBER: 3	PROJECT NO: 2021-04	DATE: 8-21-2020	DESIGNED BY: 1021-17-20	CHECKED BY: 1021-17-20
INFINITY LAND CONSULTANTS, LLC 8668 CONCORD CENTER DRIVE DENVER, CO 80231 PHONE: 303-733-0333 WWW.INFINITYLANDCONSULTANTS.COM				