

SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

RESOLUTION 25-04
Authorization to Enter into an Agreement Regarding Maintenance of
Sky Ranch Stormwater Facility

WHEREAS, SEMSWA was formed in part to plan, construct, acquire, operate, and maintain various public drainage and flood control facilities and manage the stormwater quality within its Service Area; and

WHEREAS, the Sky Ranch Community Authority Board (CAB), is the Owner of the parcels of land known as:

Tract O
Sky Ranch Subdivision, Filing No. 1
County of Arapahoe, State of Colorado
Tract H
Sky Ranch Subdivision, Filing No. 1
County of Arapahoe, State of Colorado

WHEREAS, PCY Holdings, LLC (PCY) is the Owner of the parcel of land known as:

Tract C
Sky Ranch Subdivision, Filing No. 4
County of Arapahoe, State of Colorado

Collectively referred to as the "Property;" and

WHEREAS, a Phase III Drainage Report and Plan have been approved by SEMSWA and Arapahoe County, referred to as the "Plan;" and

WHEREAS, said Plan provides for stormwater management facilities including drainage facilities intended to reduce, detain, convey, and manage stormwater runoff, "drainage facilities", and facilities intended to provide water quality benefits, "water quality facilities", within the confines of the property, (drainage facilities and water quality facilities are collectively referred to as "Facilities"); and

WHEREAS, SEMSWA requires that the Facilities shown on the Plan be constructed and adequately maintained by the Owners of the Property as agreed upon as stated below; and

WHEREAS, SEMSWA has required that the Owners of the Property submit an Operation and Maintenance Manual as specified in the Arapahoe County Stormwater Management Manual, which is the Stormwater Management Facility Operation and Maintenance (O&M) Manual for the Sky Ranch Subdivisions to which the Stormwater Facility Maintenance Agreements are attached as Appendix A, hereinafter referred to as the "O&M Manuals,"; and

WHEREAS, SEMSWA shall be responsible for the routine removal of sediment, maintenance, repair, reconstruction, or replacement of the stormwater conveyance structures which are limited to the pond inlet and outlet structures, overflows, forebay, stilling basin, trickle channel, drop structure, and high functioning, low maintenance pools, and stream channel, referred to as the “Stormwater Conveyance Structures”; and

WHEREAS, SEMSWA has already been granted an easement for these areas; and

WHEREAS, the tributary area to the Facilities is greater than 130 acres, defining these Facilities as Regional and beneficial for SEMSWA to maintain; and

WHEREAS, the Owners of the Property shall be responsible for mowing, weed control, maintenance of all trails and maintenance accesses to stormwater facilities, maintenance of the low water crossing except for the channel beneath, maintenance of irrigation, and maintenance of landscaping, including but not limited to trees outside of the main channel of the drainageway.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Executive Director is authorized to execute the *Sky Ranch Stormwater Facility Maintenance Agreement*, which is attached hereto.

SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

Date: February 19, 2025

ATTEST:

Secretary

Chairperson

APPROVED AS TO FORM:
Attorney for Southeast Metro Stormwater Authority

By _____
Edward J. Krisor

STORMWATER FACILITY MAINTENANCE AGREEMENT

Sky Ranch

This Stormwater Maintenance Agreement is entered into by and between the SOUTHEAST METRO STORMWATER AUTHORITY, a political subdivision of the State of Colorado ("SEMSWA"), the SKY RANCH COMMUNITY AUTHORITY BOARD (the "CAB"), a public corporation and political subdivision of the State of Colorado, and PCY HOLDINGS, LLC, a Colorado limited liability company ("PCY," and together with the CAB, each an "Owner").

WHEREAS, the CAB is the owner of the parcels of land known as:

Tract O

Sky Ranch Subdivision, Filing No. 1

County of Arapahoe, State of Colorado

Tract H

Sky Ranch Subdivision, Filing No. 1

County of Arapahoe, State of Colorado

WHEREAS, PCY is the owner of the parcel of land known as:

Tract C

Sky Ranch Subdivision, Filing No. 4

County of Arapahoe, State of Colorado

Collectively referred to as the "Property"; and

WHEREAS a Phase III Drainage Report and Plan have been approved by SEMSWA and approved by Arapahoe County, referred to as the "Plan"; and

WHEREAS, said Plan provides for stormwater management facilities including drainage facilities intended to reduce, detain, convey, and manage stormwater runoff, "drainage facilities", and facilities intended to provide water quality benefits, "water quality facilities",

within the confines of the property, (drainage facilities and water quality facilities are collectively referred to as "Facilities"); and

WHEREAS, SEMSWA requires that the Facilities shown on the Plan be constructed and adequately maintained by the applicable Owner as agreed upon as stated below; and

WHEREAS, SEMSWA has required that the applicable Owner submit an Operation and Maintenance Manual as specified in the Arapahoe County Stormwater Management Manual, which is the Stormwater Management Facility Operation and Maintenance (O&M) Manual for the Sky Ranch Subdivisions to which these Stormwater Facility Maintenance Agreements are attached as Appendix A, hereinafter referred to as the "O&M Manuals,"

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

AGREEMENT

1. The applicable Owner shall provide maintenance for all the Facilities as described on the plan to ensure that the Facilities are and remain in proper working condition in accordance with the approved plans and Arapahoe County Stormwater Management Manual, and other applicable SEMSWA approved standards, and applicable legal requirements. Maintenance shall include routine landscaping, trash and debris removal, weed control, mowing and maintaining vegetative cover so as to prevent erosion of embankment. Repair of areas damaged by erosion because of failure to maintain proper vegetative cover shall be the sole responsibility of the applicable Owner.
2. SEMSWA shall be responsible for the routine removal of sediment, maintenance, repair, reconstruction, or replacement of the stormwater conveyance structures which are limited to the pond inlet and outlet structures, overflows, forebay, stilling basin, trickle channel, drop structure, and high functioning, low maintenance pools, and stream channel, referred to as the "Stormwater Conveyance Structures.
3. The maintenance of the Facilities shall be performed in accordance with standard SEMSWA maintenance practices.
 - a. SEMSWA shall perform the inspections of the "Stormwater Conveyance Structures".
 - b. The applicable Owner shall be responsible for mowing, weed control, maintenance of all trails and maintenance accesses to stormwater facilities, maintain the low water crossing except for the channel beneath, maintain irrigation, maintain landscaping, including but not limited to trees outside of the main channel of the drainageway.

4. The applicable Owner has granted easements to SEMSWA for drainage and the floodplain. These are dedicated on the Plat and will be used to outline SEMSWA's areas of maintenance.
5. The applicable Owner hereby allows SEMSWA to use the maintenance access roads leading to all the drainage easements for inspection and maintenance, and construction purposes.
6. SEMSWA will start maintaining the Stormwater Conveyance Facilities once each project has received Final Acceptance from SEMSWA, Mile High Flood District, and Arapahoe County.
7. SEMSWA may take immediate action, without notice to the applicable Owner, to address maintenance, complaints, or emergencies for the Stormwater Conveyance Structures. It is expressly understood and agreed that SEMSWA is under no obligation to maintain or repair Facilities, other than Stormwater Conveyance Structures, and in no event shall this Agreement be considered to impose any such obligation on SEMSWA. SEMSWA shall, in its sole discretion, prioritize and fund its obligations set forth in this Agreement related to the Stormwater Conveyance Structures.
8. SEMSWA will assume the ongoing maintenance, repair and replacement of any Stormwater Conveyance Structures after the execution of this Stormwater Facility Maintenance Agreement subject to and on the condition that the Board of Directors of SEMSWA approves and adequately budgets for such maintenance, neither of which can be guaranteed.
9. The applicable Owner agrees that it will not at any time dedicate the Facilities to the public, to public use, **[NOTE: Tracts O and H in Filing 1 have already been dedicated to the CAB, but this provision requires PCY to give notice if/when it wants to convey Tract C in Filing 4 to the CAB]** or to SEMSWA without SEMSWA's written consent, nor will it subdivide or convey the property without covenant providing that a proportionate share of the cost of maintenance and other costs associated with the obligations and duties of the Owner contained herein runs with each subdivided part of the original tract or parcel of land.
10. In the event of an emergency involving the Facilities, SEMSWA or its agents may enter immediately upon the Property and take whatever reasonable steps it deems necessary to meet the emergency.
11. SEMSWA shall not 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.
12. If in the event of an emergency SEMSWA, pursuant to this Stormwater Facility Maintenance Agreement, performs work or expends any funds reasonable necessary for the maintenance or construction of the Facilities, including labor, equipment, supplies and materials, and staff time, the applicable Owner shall

reimburse SEMSWA within 10 business days after SEMSWA gives the applicable Owner written notice of such expenditures, provided however, the provisions of this paragraph shall not apply to Stormwater Conveyance Structures which shall be the responsibility of SEMSWA. The applicable Owner agrees to make timely payment to SEMSWA of amounts owing pursuant to this paragraph. If the applicable Owner or its successor or assigns fail to make timely payment as required herein, the applicable Owner hereby acknowledges SEMSWA's right to pursue its rights in equity and law.

13. To the extent allowed under law, the applicable Owner, its successors and assigns shall indemnify and hold harmless SEMSWA, its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against SEMSWA arising out of or resulting from the construction, presence, existence maintenance or use of the Facilities.
14. **The applicable Owner shall notify SEMSWA when such Owner transfers its interest in Property or any portion thereof [same comment as in No. 9].** The applicable Owner shall supply SEMSWA with a duly executed copy of any document of transfer. The applicable Owner agrees to notify SEMSWA upon any change of legal address.
15. The responsibilities and obligations of the applicable 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 or any portion thereof served by the Facilities.
16. The applicable Owner recognizes that the Administrative Site Plan recorded at reception number D8070847 and E1113876 state that such Owner is responsible for maintenance, and all other items not discussed in this agreement are still the responsibility of such Owner.
17. Any fines or assessments levied against SEMSWA as a result of the Owner's or its successor's or assign's failure to comply with the terms of this Paragraph shall be the sole and absolute responsibility of the Owner or its successors or assigns.
18. This Agreement shall be recorded in the Arapahoe County Clerk and Recorder's Office.

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For the Board of Southeast Metro Stormwater Authority

Executive Director

Owner (PCY Holdings, LLC.):

By: Marc Szepiely

Name: Marc Szepiely

STATE OF COLORADO)
) SS.

COUNTY OF)

The foregoing instrument was acknowledged before me this 22nd day of November, 2024,
by Marc Szepiely, as CFO of PCY Holdings, LLC

My commission expires January 11, 2026. Witness my hand and official seal.

Brent Brouillard

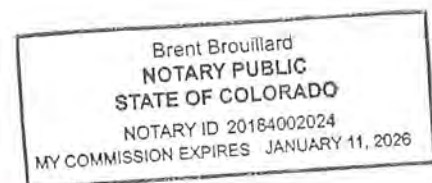
Signature

Brent Brouillard

Name of Notary

34501 G. Quigg Ave., Bldg. 611, Watery, Co 80137

Address of Notary



Owner (Sky Ranch Community Authority Board):

By: [Signature]

Name: Clark Harding

STATE OF COLORADO)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this 22nd day of November, 2024,
by Clark Harding, as President of Sky Ranch CAB.

My commission expires January 11, 2026. Witness my hand and official seal.

Brent Brouillard

Signature

Brent Brouillard

Name of Notary

34501 G. Quincy Ave., Olds, CO 80137

Address of Notary

