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RESOLUTION NO. 20-88

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION TO APPROVE A REVOCABLE LICENSE AGREEMENT WITH WIDEFIELD WATER AND SANITATION DISTRICT FOR THE INSTALLATION OF WATER AND SANITARY SEWER LINES ADJACENT THE CREWS GULCH REGIONAL TRAIL AND WIDEFIELD COMMUNITY PARK AND RECOGNIZE AND APPROPRIATE $2,374 TO THE COMMUNITY SERVICES DEPARTMENT 2020 BUDGET

WHEREAS, El Paso County ("County") operates and maintains the Crews Gulch Regional Trail and Widefield Community Park on and across real property owned by the County ("Property"), located in unincorporated El Paso County near Highway 85, Widefield Boulevard, and Southmoor Drive; and

WHEREAS, Widefield Water and Sanitation District (the "District") desires to install, own, and operate water and sanitary sewer lines running generally northeast/southwest in the vicinity of Crews Gulch Regional Trail and Widefield Community Park, which is located on the Property; and

WHEREAS, the District desires to utilize the County's Property, for the following purposes that include, but are not limited to: installation of water and sanitary sewers lines and other related equipment and fixtures and as incident thereto, and in connection therewith, to construct, maintain, and operate water and sanitary sewer lines, and other above ground apparatus and fixtures, with reasonable ingress and egress across County Property for any purpose necessary in connection therewith; and

WHEREAS, the Licensee will pay a fee of $2,374 to offset impacts to the Property; and

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners hereby approves the Revocable License Agreement between El Paso County and Widefield Water and Sanitation District, subject to the terms and conditions cited therein.

BE IT FURTHER RESOLVED, that the Board of County Commissioners hereby recognizes revenue and appropriate expenditures for $2,374 in the following manner:

Recognized Revenue:

11228.36601	Other Miscellaneous	$2,374

Appropriate Expenditure:

11228.42482.03	Other Repair and Maintenance Supplies	$2,374

Done this 5th day of March, 2020 at Colorado Springs, Colorado.

ATTEST:

By: _____
County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

By: _____
Chair

REVOCABLE LICENSE AGREEMENT
(Widefield Water and Sanitation District)

THIS REVOCABLE LICENSE AGREEMENT (hereinafter "Agreement"), dated and delivered this ____ day of _____, 2020, is made by EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (the "Licensor"), whose address is 200 South Cascade Avenue – Suite 100, Colorado Springs, CO 80903, and **Widefield Water and Sanitation District**, (the "Licensee"), a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is **8495 Fontaine Boulevard, Colorado Springs, Colorado, 80925**. The Licensor and the Licensee may be collectively referred to herein as the Parties.

RECITAL:

WHEREAS, the Licensor owns real property located in El Paso County, Colorado along Highway 85 in unincorporated southern El Paso County, commonly and collectively referred to as Widefield Community Park and Crews Gulch Regional Trail, and legally described as THAT TRACT DESIGNATED AS DRAINAGE EASEMENT IN REPLAT OF BLK 5 ANDERSON BROTHERS SUB, and A TRACT IN E2SE4 SEC 24-15-66, and A TRACT IN SE4NE4 SEC 24-15-66, at El Paso County Tax Schedule No. 6524408023, Tax Schedule No. 6524400068, and Tax Schedule No. 6524100031, respectively (collectively, the "Property"); and

WHEREAS, the Licensee wishes to install, construct, reconstruct, operate, use, maintain, repair, replace, and/or remove one or more water and/or sanitary sewer lines and related surface and subsurface equipment, fixtures, improvements and appurtenances (the "Utilities") in, to, through, over, under, and across portions of the Property, as more particularly described and depicted in Exhibit A, Exhibit B, Exhibit C, and Exhibit D; and

WHEREAS, the Licensor is agreeable to allowing the installation of water and/or sanitary sewer lines from the Licensee, that connects to existing water and sanitary sewer networks, to provide water and sanitary sewer services to the surrounding area; and

WHEREAS, the Licensee is required to obtain all necessary permits and pay any permit fees that may be required prior to performing any work in the Licensor's property and right-of-way under this Agreement.

AGREEMENT

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

1. Incorporation of Recitals: The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.

2. Description and Use of the Licensed Premises: The Licensor hereby grants to Licensee a License on those portions of the Property legally described and depicted in Exhibit A, Exhibit B, Exhibit C, and Exhibit D, which are attached hereto and incorporated herein, which portions depicted in the Exhibits shall be hereinafter referred to as the "Licensed Premises". The License is granted to Licensee to access, construct, install, maintain and repair the Utilities, as referenced above, within the Licensed Premises. As this Agreement only creates a license, each Party's rights and obligations stated hereunder are exclusively contractual. Thus, each Party agrees and understands that this Agreement does not create any type of real estate interest of any kind or nature or any type of possessory estate or possessory interest in the Licensed Premises. The entire Licensed Premises shall be for the use of Licensee, their employees, agents, servants and invitees for any lawful purposes associated with the Utilities, and related purposes for the benefit of the Licensee and the Property.

Licensee agrees to pay a fee of $2,374 to the Licensor for use of the Licensed Premises. Licensee shall be responsible for all costs and fees and for construction of the Utilities. The Utilities shall be owned by Licensee.

3. Term and Commencement of Use: The License shall commence on the date first written above, hereinafter referred to as the Commencement Date, and it shall continue in perpetuity unless terminated in whole or in part by the Licensor as more fully set forth in Paragraph 4 below.

4. Termination by Licensor for Valid Public Purpose: The Licensor shall be entitled to terminate the License on all or part of the Licensed Premises for any valid public purpose upon 180 days written notice to the Licensee. Upon the Licensor's exercise of its right to terminate, the Licensee shall be entitled to compensation from Licensor for the cost of removal, and relocation if applicable, of the Utilities within the 180-day notice period; however, Licensee shall not be entitled to any additional payment of any compensation or just compensation under any cause of action at law or in equity for the retaking of the Licensed Premises. Licensor and the Licensee shall retain their respective rights and obligations under this Agreement only with respect to any part of the Licensed Premises not so utilized by the Licensor for a valid public purpose. The Licensee shall have the right to remove all or a portion of the Utilities in the area where the License is being terminated within the 180-day notice period. The Licensee shall not have any further rights or obligations with respect to any part of the Licensed Premises utilized by the Licensor for a valid public purpose. In the event of a termination under this Section 4, and if Licensee does not remove the Utilities within the 180-day termination notice period, Licensor will make best efforts to salvage or allow for Licensee to recover any Utilities, but Licensee shall not be entitled to any compensation if the Utilities are recovered outside of the 180-day notice period.

5. Restoration of the Licensed Premises During and After Installation of the Utilities: During and immediately following installation and construction of the Utilities, Licensee must restore all disturbed land to its previous condition. All backfill shall be placed in accordance with Section K.1.3.B of the El Paso County Engineering Criteria

Manual. If the Crews Gulch Regional Trail is disturbed, it shall be rebuilt to El Paso County Park's Tier I Trail specifications as depicted in Exhibit E. Should a vegetated area be disturbed, whether through the installation, construction, reconstruction, operation, maintenance, repair, replacement, and/or removal of the Utilities, the disturbed area shall be revegetated using the low-grow seed mix as specified in Exhibit F. Trees that are removed during the aforementioned processes do not need to be replaced but shall be revegetated with the specified low-grow seed mix. Where a section of concrete channel is removed, it shall be replaced with concrete meeting the Structural Concrete specification in Section 03 31 00 of the Mile High Flood District Technical Specifications, included as Exhibit G.

6. Licensor's Use of the Licensed Premises: The Licensor shall not construct or place any structure or building, street light, power pole, yard light, mailbox, or sign, whether temporary or permanent, or plan any shrub, tree, woody plant, nursery stock, garden, or other landscaping design feature, to be hereinafter referred to as "Surface Features," on any part of the Licensed Premises; however, such limitation shall not preclude the planting of grass on the Licensed Premises. Any Surface Features situated on the Licensed Premises as of the date of this License Agreement may be removed by and at the sole expense of the Licensee without liability therefor. Any Surface Features placed on the Licensed Premises by the Licensor subsequent to the date hereof without the Licensee's authorization may be removed by the Licensee at the expense of the Licensor without liability to the Licensee. The Licensee, its successors and assigns, shall have the right, upon ten (10) days written notice to the Licensor and at the expense of the Licensee (or Licensee's successors or assigns), to remove Surface Features interfering with the construction, maintenance, operation, control or use of said Utilities, to restore grade, or to relocate Licensee's Utilities in order to remove the interference. This right to remove Surface Features does not apply to any construction or installation by Licensor in furtherance of a valid public purpose, for which termination of the License shall be triggered pursuant to Paragraph 4 above.

7. Ongoing Maintenance of the Licensed Premises: Following Licensee's restoration of disturbed land pursuant to paragraph 5 above, the Licensor, at the Licensor's expense, shall be solely responsible for the ongoing maintenance of the surface of the Licensed Premises, including any trail or street surfacing, curbs, gutters, and landscaping as permitted within the Licensed Premises. With the exception of removal of those Surface Features enumerated or contemplated in Paragraph 6, upon completion of its activities that disturb the surface of the Licensed Premises, the Licensee shall restore the Licensed Premises as nearly as reasonably practical, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to such disturbance, as outlined in Paragraph 5, except as necessarily modified to accommodate the Utilities. In the event the Licensee performs any activity including any maintenance or repair of the Utilities resulting in the disturbance of the surface of the Licensed Premises, the Licensee agrees, for a period of one year, to maintain the surface elevation and quality of the soil and vegetation by correcting any settling or subsiding that may occur as a result of such activities by the Licensee. After that one-year period concludes, the Licensor shall be

responsible for the restoration of the general surface of the ground and the maintenance of the surface elevation and quality of the soil and vegetation on the Licensed Premises.

8. Condition of the Licensed Premises, Obligation to Make Repairs, Obligation to Remain in Compliance with Laws: The Licensee agrees and understands that it commences its use of the Licensed Premises "AS IS" and without any warranties of any kind or nature, including without any warranties as to the state of the Licensor's title to the Licensed Premises. It shall be the Licensee's sole obligation to maintain and make any necessary repairs to the Utilities. Upon termination of the License for any reason other than termination by the Licensor as set forth in Paragraph 4 above, the Licensee shall return the Licensed Premises to substantially the same condition as existed immediately prior to the Commencement Date, ordinary wear and tear excepted.

The Licensee agrees, for itself, its successors and assigns, if allowed, that it will not interfere in any way with the Licensor's primary purpose and use of the Licensed Premises, which is for public open space, trails, and parks purposes. Additionally, Licensee shall not alter the grade or ground level without the prior written consent of the Licensor, except for any and all activities associated with the construction, maintenance, repair and replacement of the Utilities for which this License is granted, which the parties expressly agree and acknowledge will result in temporary disruption of Licensor's use of the Premises, and temporary disturbance and alteration of grade and ground level. Licensee shall take all reasonable actions to minimize any and all such disturbances related to such activities and shall upon completion promptly restore the Licensed Premises to its prior condition, including grade and ground level, as applicable, as described in Paragraph 5. Notwithstanding the above, the Licensor shall retain the right to make use of the Licensed Premises, except for such use as might unreasonably endanger or interfere with the rights of the Licensee in its construction, operation or maintenance of the Utilities described herein.

9. Indemnification/Hold Harmless. To the extent allowed by law, the Licensee shall indemnify and hold the Licensor and its heirs, successors and/or assigns harmless from and against any and all damages, loss, cost, expense, liabilities of any kind or nature as a result of, or in connection with Licensee's, their contractor's, agent's, or employee's failure to comply with the terms of this Agreement or failure to maintain the Utilities in a safe condition or for use of the Utilities, but only to the extent such damages, loss, cost, expense, and liabilities are due to or arising from Licensee's, their contractor's, agent's, or employee's, negligence or willful misconduct, but not as to actions of, or use of the licensed area by, the general public. Nothing in this section shall be deemed to waive or otherwise limit the defense available to either the Licensor or Licensee pursuant to the Colorado Governmental Immunity Act, §§24-10-101, C.R.S., *et seq.* or as otherwise provided by law.

10. Assignment: Licensee shall not assign or otherwise transfer this License or Agreement or any right or obligation hereunder without the prior written consent of the Licensor. Should the Licensor agree to such assignment, Licensor and Licensee hereby expressly agree that the intent of such benefit to said successors in title is not to create an

easement in the Licensed Premises, but rather, a License. Licensor and Licensee, both for themselves and for their successors in title, agree that this License is terminable at the will of the Licensor, upon 180 days prior written notice, as set forth in Paragraphs 4 and 5 above.

11. Construction. The rule of strict construction does not apply to this instrument. This License shall be given a reasonable construction in light of the intention of the Licensor to confer on Licensee a usable right to construct, maintain, repair, and replace the Utilities described herein.

12. Right to Inspect: Licensee shall permit the Licensor to enter upon the Licensed Premises at reasonable times and without notice to inspect the condition of the Licensed Premises.

13. Remedies: The Parties hereby agree that if any dispute cannot be resolved by mutual agreement of the Parties, such dispute may be resolved at law or in equity.

14. Entire Agreement: This Agreement, together with exhibit attached hereto, constitutes the entire agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

15. Binding: The Licensee and Licensor hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Licensor and the Licensee

16. Authority. The undersigned hereby acknowledge and represent that they have legal authority to bind their respective Party to this Agreement.

17. Applicable Law. 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. The Parties understand and agree that, in the event of any litigation that may arise under this Agreement, jurisdiction and venue shall lie in the District Court of El Paso County, Colorado.

18. Execution. This Agreement, including facsimile and email copies of this Agreement, may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event facsimile copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

19. Recording. This Agreement shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.

IN WITNESS WHEREOF, the Parties have executed this License effective as of the day and year first written above.

Licensor:	**Licensee**:
BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO	**WIDEFIELD WATER AND SANITATION DISTRICT**
By:	By:
Mark Waller, Chair	
Attest:	Its:
County Clerk and Recorder	

Approved as to Form:

OFFICE OF THE COUNTY ATTORNEY

By: Lori L. Seago

STATE OF COLORADO)
) SS.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Mark Waller, Chair of the Board of County Commissioners of the County of El Paso, State of Colorado, and as attested to by Chuck Broerman, County Clerk and Recorder.

WITNESS my hand and official seal.

My commission expires: _____.

My address is: _____.

Notary Public: _____

STATE OF COLORADO)
) SS.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 10th day of January 2020, by Lucas Nall its District Manager of Widefield Water and Sanitation District.

WITNESS my hand and official seal.

My commission expires: 11/06/2020.

My address is: 8495 Fontaine Blvd, Colorado Springs, CO 80925

Notary Public: Linda F Chalou

LINDA F CHALOU
Notary Public - State of Colorado
Notary ID 20084038707
My Commission Expires Nov 6, 2020

EXHIBIT A

Legal Description of Easement
Attached

A 30 foot wide permanent easement being a portion of part of Parcel C described at Book 2538, Page 265 in the records of the El Paso County Clerk and Recorder's Office, located in the Northeast Quarter of Section 24, Township 15 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 24;
thence North 16°19'05" West, a distance of 2753.84 feet to a point on the southerly line of said Parcel C, said point also being on the northerly line of a Special Warranty Deed described at Reception Number 202095907 in said records and the POINT OF BEGINNING;

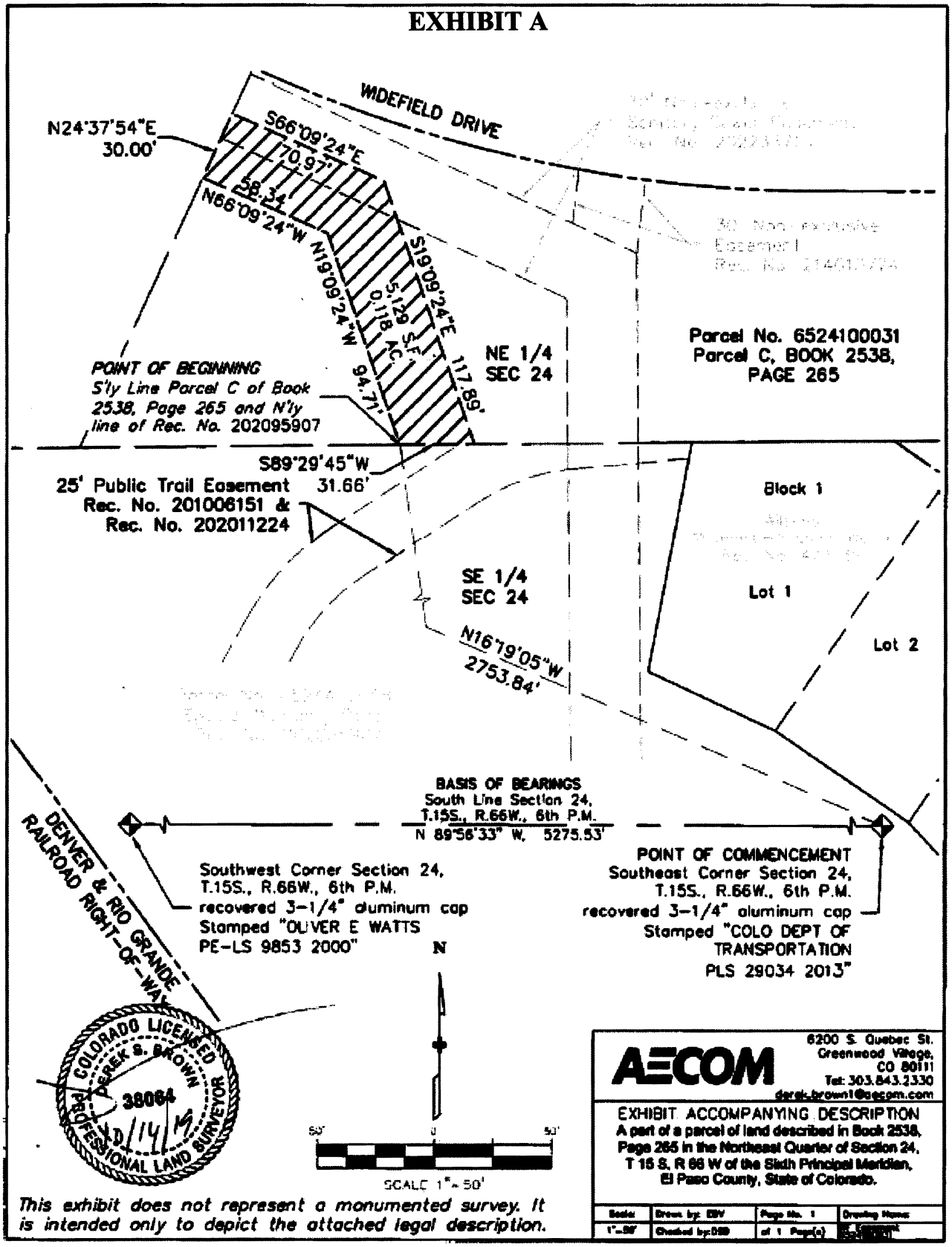
thence North 19°09'24" West, a distance of 94.71 feet;
thence North 66°09'24" West, a distance of 58.34 feet to the northwesterly line of said Parcel C;
thence North 24°37'54" East, along said northwesterly line, a distance of 30.00 feet;
thence South 66°09'24" East, a distance of 70.97 feet;
thence South 19°09'24" East, a distance of 117.89 feet to a point on said southerly line and said northerly line;
thence South 89°29'45" West, along said southerly line and said northerly line, a distance of 31.66 feet to the POINT OF BEGINNING.

Containing 5,129 square feet or 0.118 acres, more or less.

BASIS OF BEARINGS: Bearings are based on the south line of Section 24, Township 15 South, Range 66 West of the 6th Principal Meridian, El Paso County, State of Colorado, bearing North 89°56'33" West marked by a recovered 3-1/4" aluminum cap stamped: "COLO DEPT OF TRANSPORTATION PLS 29034 2013" at the southeast corner of said Section 24 and by a recovered 3-1/4" aluminum cap stamped: "OLIVER E WATTS PE-LS 9853 2000" at the southwest corner of said Section 24.

Derek S. Brown, P.L.S. 38064
For and on behalf of AECOM
6200 South Quebec St.,
Greenwood Village, CO 80111
phone 303.843.2330
derek.brown1@aecom.com

EXHIBIT A



COLORADO LICENSED
DEREK S. BROWN
38064
PROFESSIONAL LAND SURVEYOR
10/14/19

AECOM
6200 S. Quebec St.
Greenwood Village,
CO 80111
Tel: 303.843.2330
derek.brown1@aecom.com

EXHIBIT ACCOMPANYING DESCRIPTION
A part of a parcel of land described in Book 2538, Page 265 in the Northeast Quarter of Section 24, T 15 S, R 66 W of the Sixth Principal Meridian, El Paso County, State of Colorado.

Scale	Drawn by: BW	Page No. 1	Drawing Name:
1"=50'	Checked by: DSB	of 1 Page(s)	

This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.

EXHIBIT B

Legal Description of Easement SOUTH

A non-uniform permanent easement being a portion of a parcel of land described in a Quit Claim Deed at Reception Number 201006152 in the records of the El Paso County Clerk and Recorder's Office, located in the Southeast Quarter of Section 24, Township 15 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 24;
thence North 45°31'35" West, a distance of 1,842.64 feet to a point on the southeasterly line of a 25 foot wide non-exclusive permanent easement described at Reception Number 213129834 in said records and the **POINT OF BEGINNING**;

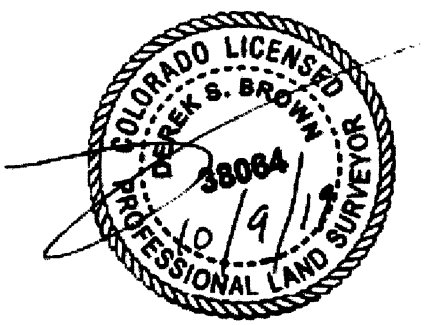
thence along said southeasterly line the following two (2) courses:

1. North 35°14'28" East, a distance of 327.76 feet;
2. North 21°23'27" East, a distance of 120.78 feet;

thence South 01°00'51" East, a distance of 46.30 feet;
thence South 23°29'13" West, a distance of 39.85 feet;
thence South 34°44'13" West, a distance of 319.19 feet;
thence South 45°59'13" West, a distance of 50.39 feet to the **POINT OF BEGINNING**.

Containing 4,008 square feet or 0.092 acres, more or less.

BASIS OF BEARINGS: Bearings are based on the south line of Section 24, Township 15 South, Range 66 West of the 6th Principal Meridian, El Paso County, State of Colorado, bearing North 89°56'33" West marked by a recovered 3-1/4" aluminum cap stamped: "COLO DEPT OF TRANSPORTATION PLS 29034 2013" at the southeast corner of said Section 24 and by a recovered 3-1/4" aluminum cap stamped: "OLIVER E WATTS PE-LS 9853 2000" at the southwest corner of said Section 24.



Derek S. Brown, P.L.S. 38064
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Greenwood Village, CO 80111
phone 303.843.2330
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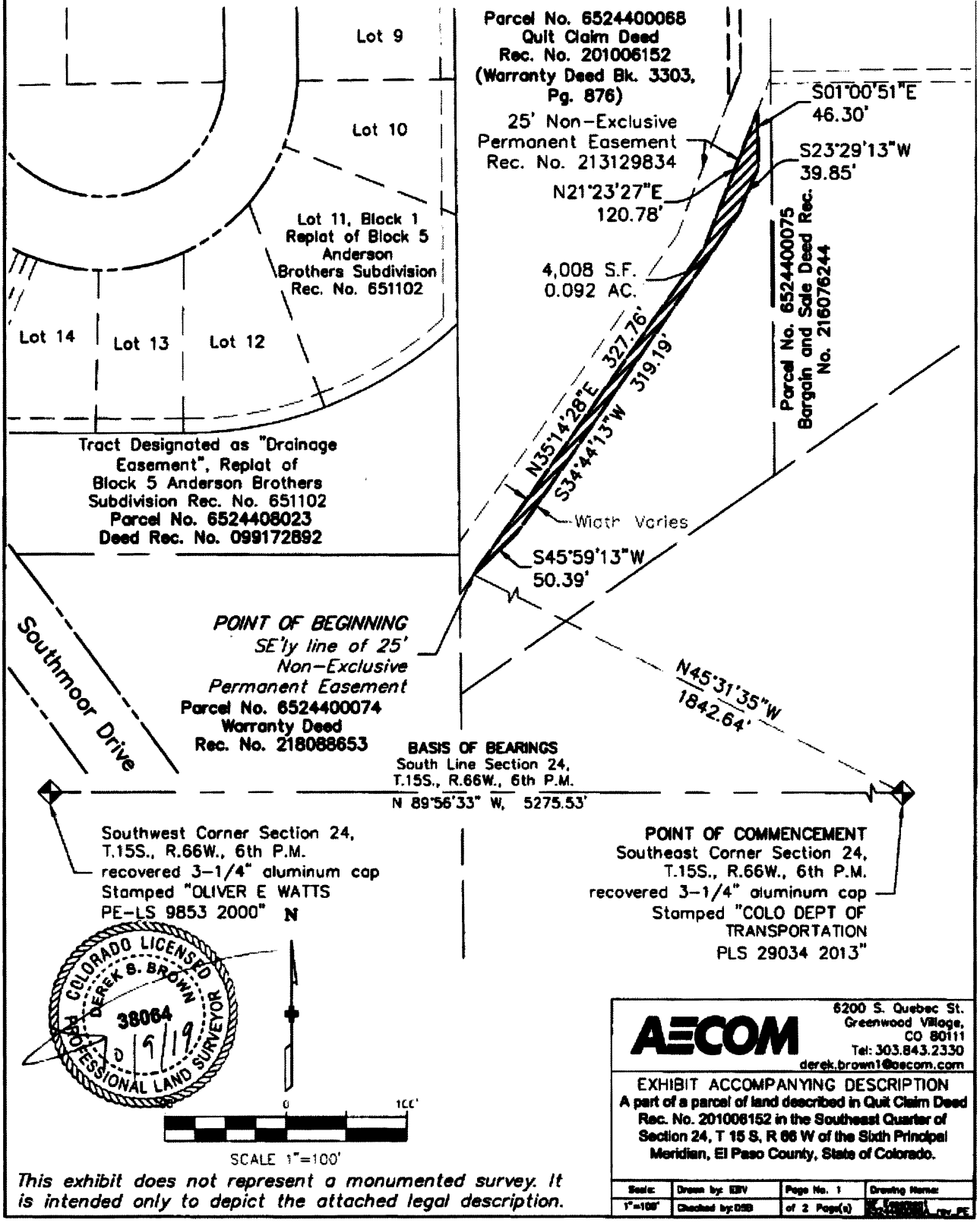
EXHIBIT B



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AECOM
6200 S. Quebec St.
Greenwood Village,
CO 80111
Tel: 303.843.2330
derek.brown1@aecom.com

EXHIBIT ACCOMPANYING DESCRIPTION

A part of a parcel of land described in Quit Claim Deed Rec. No. 201006152 in the Southeast Quarter of Section 24, T 15 S, R 66 W of the Sixth Principal Meridian, El Paso County, State of Colorado.

Scale:	Drawn by: EBV	Page No. 1	Drawing Name:
1"=100'	Checked by: DSB	of 2 Page(s)	

EXHIBIT C

Legal Description of Easement NORTH

A non-uniform width easement located in a part of a parcel of land described in a Quit Claim Deed at Reception Number 201006152 in the records of the El Paso County Clerk and Recorder's Office in the Southeast Quarter of Section 24, Township 15 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 24;
thence North 26°09'57" West, a distance of 2190.08 feet to point on the westerly right of way line of State Highway 85 (2019) and the POINT OF BEGINNING;

thence South 36°32'44" East, along said westerly right of way line, a distance of 21.61 feet to the most northerly corner of a 25' non-exclusive permanent easement described at Reception Number 213129834 in said records;
thence along the northerly and westerly lines of said non-exclusive permanent easement the following four (4) courses:

1. South 52°40'40" West, a distance of 4.18 feet;
2. South 89°22'40" West, a distance of 142.25 feet;
3. South 00°37'20" East, a distance of 240.70 feet;
4. South 21°23'27" West, a distance of 26.68 feet;

thence North 00°37'20" West, a distance of 285.44 feet;
thence North 89°22'40" East, a distance of 142.93 feet to the POINT OF BEGINNING.

Containing 5,528 square feet or 0.127 acres, more or less.

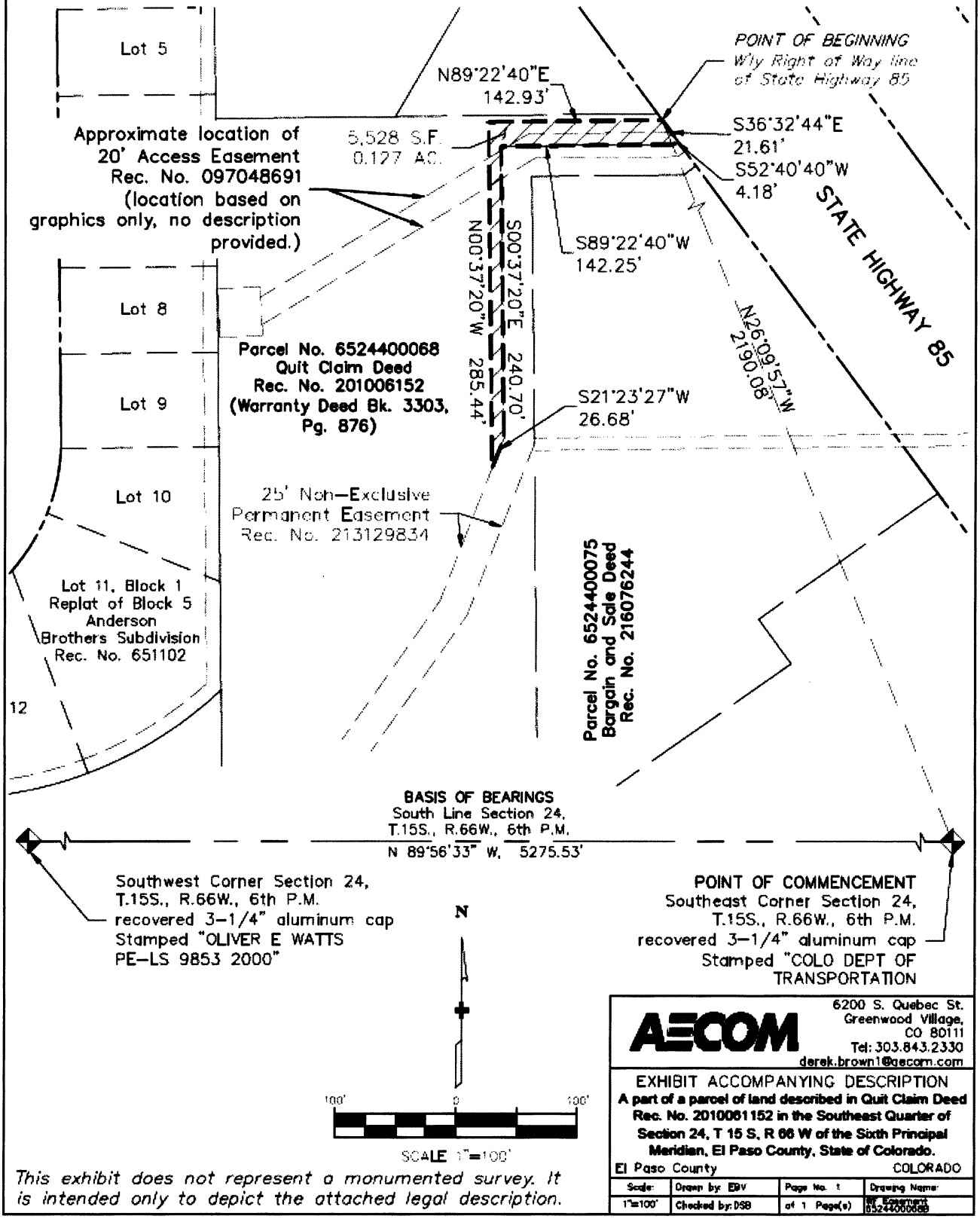
BASIS OF BEARING: Bearings are based on the south line of Section 24, Township 15 South, Range 66 West of the 6th Principal Meridian, El Paso County, State of Colorado, bearing North 89°56'33" West marked by a recovered 3-1/4" aluminum cap stamped: "COLO DEPT OF TRANSPORTATION PLS 29034 2013" at the southeast corner of said Section 24 and by a recovered 3-1/4" aluminum cap stamped: "OLIVER E WATTS PE-LS 9853 2000" at the southwest corner of said Section 24.

Preliminary

_____

Derek S. Brown, P.L.S. 38064
For and on behalf of AECOM
6200 South Quebec St.,
Greenwood Village, CO 80111
phone 303.843.2330
derek.brown1@aecom.com

EXHIBIT C



This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.

AECOM
6200 S. Quebec St.
Greenwood Village,
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Tel: 303.843.2330
derek.brown1@aecom.com

EXHIBIT ACCOMPANYING DESCRIPTION

A part of a parcel of land described in Quit Claim Deed Rec. No. 2010061152 in the Southeast Quarter of Section 24, T 15 S, R 66 W of the Sixth Principal Meridian, El Paso County, State of Colorado.

El Paso County COLORADO

Scale:	Drawn by: EBV	Page No. 1	Drawing Name:
1"=100'	Checked by: DSB	of 1 Page(s)	BP Easement 6524400068

EXHIBIT D

Legal Description of Easement
Attached

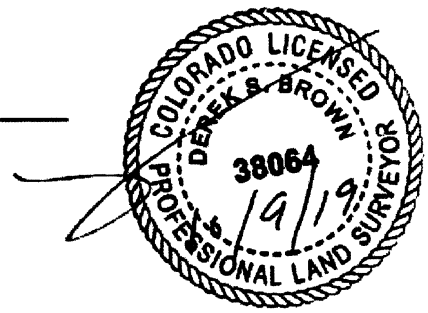
A non-uniform width permanent easement being a portion of a tract designated as "Drainage Easement", in the Replat of Block 5 Anderson Brothers Subdivision, as recorded at Reception Number 651102 in the records of the El Paso County Clerk and Recorder's Office, located in the Southeast Quarter of Section 24, Township 15 South, Range 66 West of the Sixth Principal Meridian, El Paso County, State of Colorado, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 24;
thence North 50°36'25" West, a distance of 2,218.91 feet to the northerly line of said tract and the **POINT OF BEGINNING**;

thence South 89°49'20" East, along said northerly line, a distance of 107.87 feet;
thence South 00°20'54" West, a distance of 99.99 feet to a point on the southerly line of said tract;
thence North 89°49'20" West, along said southerly line, a distance of 20.00 feet;
thence North 00°20'54" East, a distance of 84.60 feet;
thence North 89°39'06" West, a distance of 11.84 feet;
thence North 78°24'06" West, a distance of 77.52 feet to the **POINT OF BEGINNING.**

Containing 2,765 square feet or 0.063 acres, more or less.

BASIS OF BEARINGS: Bearings are based on the south line of Section 24, Township 15 South, Range 66 West of the 6th Principal Meridian, El Paso County, State of Colorado, bearing North 89°56'33" West marked by a recovered 3-1/4" aluminum cap stamped: "COLO DEPT OF TRANSPORTATION PLS 29034 2013" at the southeast corner of said Section 24 and by a recovered 3-1/4" aluminum cap stamped: "OLIVER E WATTS PE-LS 9853 2000" at the southwest corner of said Section 24.



Derek S. Brown, P.L.S. 38064
For and on behalf of AECOM
6200 South Quebec St.,
Greenwood Village, CO 80111
phone 303.843.2330
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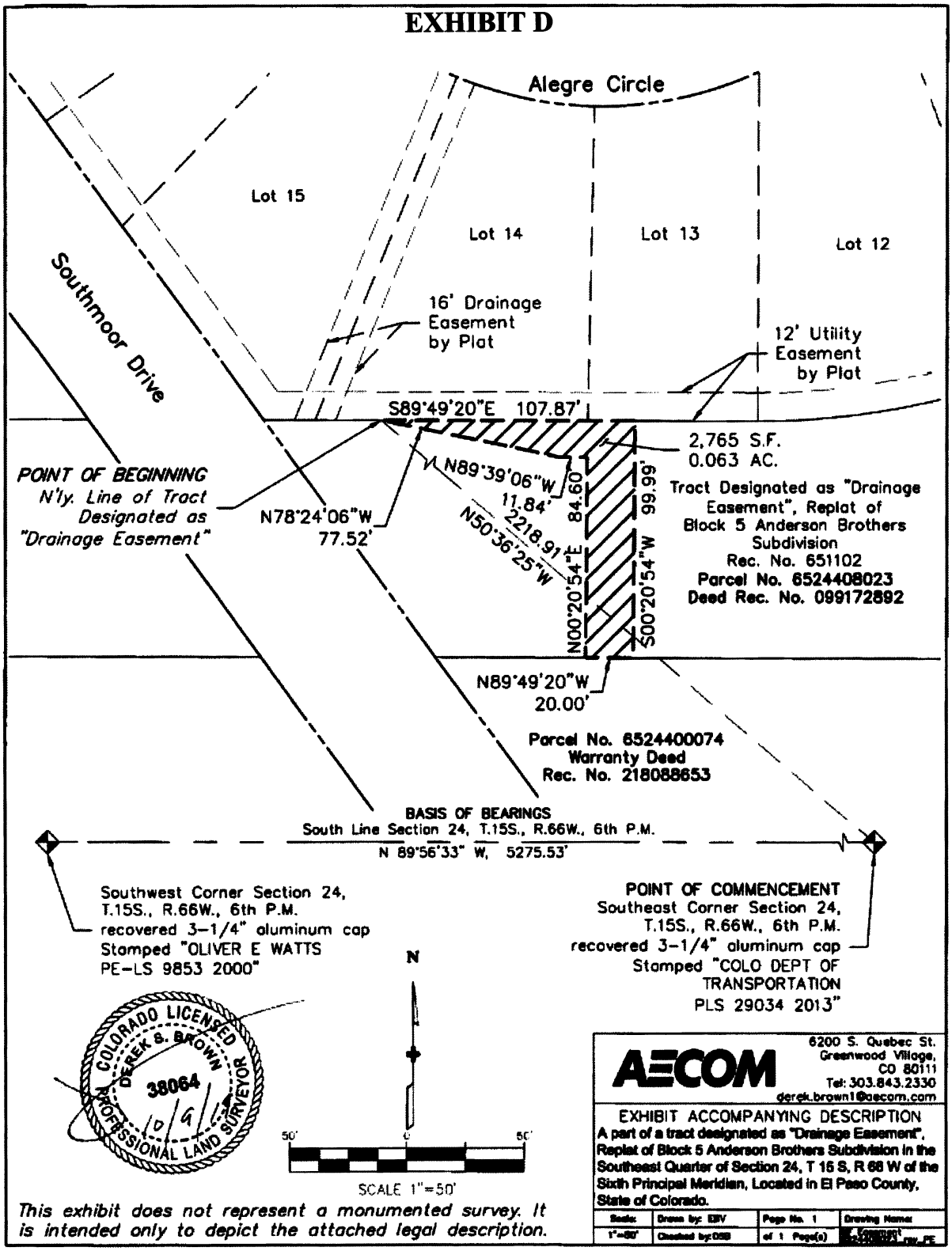
EXHIBIT D



This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.

AECOM
6200 S. Quebec St.
Greenwood Village, CO 80111
Tel: 303.843.2330
derek.brown1@aecom.com

EXHIBIT ACCOMPANYING DESCRIPTION

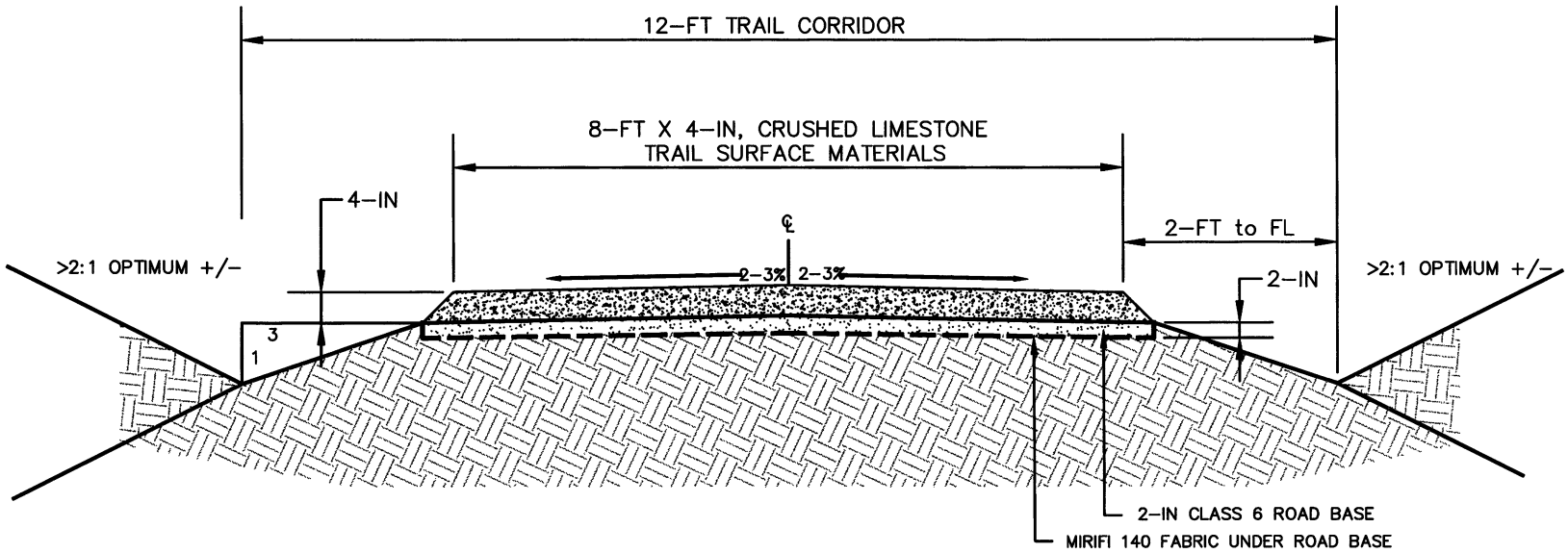
A part of a tract designated as "Drainage Easement", Replat of Block 5 Anderson Brothers Subdivision in the Southeast Quarter of Section 24, T 15 S, R 66 W of the Sixth Principal Meridian, Located in El Paso County, State of Colorado.

Scale:	Drawn by: EBV	Page No. 1	Drawing Name:
1"=50'	Checked by: DSB	of 1 Page(s)	

EXHIBIT E

TIER I 8-FT DETAIL

NOT TO SCALE



EL PASO COUNTY TYPICAL DETAILS

DATE: APRIL 19, 2017
JOB NO. ****
DRAWN BY: N/A
CHECKED BY: N/A

REVISION: TIER I 8-FT DETAIL — DATE: 4-19-2017

EL PASO COUNTY TYPICAL TRAIL DETAILS

TIER I TRAIL

*****

EL PASO COUNTY, COLORADO

Crushed Limestone Trail Surfacing:

a. This item consists of supplying, placing and compacting crushed limestone surfacing on the existing base material and/or newly placed base course trail platform as described in project specifications, or as directed by the Engineer. This material is sometimes labeled as "crushed limestone", "Colorado white fines", or "breeze".
b. Crushed limestone surfacing shall consist of 3/8" minus crushed limestone to a compacted depth of 4" and meeting the following grading requirements:

• Sieve Size	% Passing
• Particle Size	% Passing
• 3/8"	100%
• #4	70 - 100%
• #8	45 - 70%
• #16	30 - 55%
• #30	20 - 45%
• #200	7 - 15%

c. The rock must be crushed into irregular and angular particles to allow interlocking into a tight matrix. The crushed rock must have adequate fines and some natural binders in order to cement the particles together after the fines are moistened, compacted, and allowed to dry. The fines, when laid to a depth of 4 inches, should bind to each other in a consolidated slab which is porous yet resistant to water falling on the surface. If the gradation of crusher fines does not meet the 7% passing the #200, clay fines may be added and mixed with the aggregate.
d. Crushed limestone surfacing shall be "dense grade" limestone. The material shall be uniform in quality and substantially free from extraneous material.
e. Limestone shall be placed with a method that provides a finished surface of evenly mixed material free from large pockets of separated rock.
f. Crushed limestone material shall be within +/- 2% of the optimum moisture content at time of compaction.
g. Crushed limestone shall be compacted by mechanical methods to 95% of Standard Proctor maximum dry density (per ASTM D698 or AASHTO T-99).

EXHIBIT F

El Paso County Low Grow Mix (PB-32825-09)

Species	Purety	Germ	% Mix
Decotah Cert. Switchgrass	19.98%	90%	20%
Rocky Mountain Fescue	9.65%	95	10.00%
Green Needlegrass,	9.62%	97	10.00%
Slendor Wheatgrass	9.52%	97	10.00%
Western Wheatgrass	9.40%	92	10.00%
Indian Ricegrass	4.99%	90	5.00%
Sand Dropseed	4.57%	97	5.00%
Sandberg Bluegrass	4.94%	84	5.00%
Bluebunch Wheatgrass	4.57%	55	5.00%
Sideoats Grama	4.03%	95	5.00%
Blue Grama	4.00%	80	5.00%
Little Bluestem	3.79%	87	5.00%
Big Bluestem	3.16%	95	5.00%
Inert	7.11%	0	
Crop	0.15%	0	
weed	0.09%	0	

EXHIBIT G

SECTION 03 31 00

STRUCTURAL CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. CONTRACTOR shall furnish all labor, tools, and equipment for the construction of reinforced cast-in-place concrete.

B. This section includes basic finishing and curing methods, accessory control, and expansion and contraction joint devices.

1.02 RELATED SECTIONS

A. The following is a list of SPECIFICATIONS which may be related to this section:

1. Section 03 11 00, Concrete Forming.
2. Section 03 15 00, Construction Joints.
3. Section 03 15 13, Waterstops.
4. Section 03 21 00, Reinforcing Steel.
5. Section 03 35 00, Concrete Finishing.
6. Section 03 39 00, Concrete Curing.
7. Section 07 92 00, Sealants.
8. Section 32 16 00, Sidewalks, Curbs, and Gutters.

1.03 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM):

a. C33, Standard Specification for Concrete Aggregates.

b. C94/C94M, Standard Specification for Ready-Mixed Concrete.

c. C150, Standard Specification for Portland cement.

d. C260, Standard Specification for Air-entraining Admixtures for Concrete.

e. C494/C494M, Standard Specification for Chemical Admixtures for Concrete.

f. C618, Standard Specification for Coal and Raw or Calcined Natural Pozzolan for Use in Concrete.

g. C979, Standard Specification for Pigments for Integrally Colored Concrete.

h. C1059, Standard Specification for Latex Agents for Bonding Fresh To Hardened Concrete.

i. D994, Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).

2. American Concrete Institute (ACI):

a. 211, Standard Practice for Selecting Proportions for Concrete.

b. 301, Specifications for Structural Concrete.

c. 304, Guide for Measuring, Mixing, Transporting and Placing Concrete.

d. 305.1, Specification for Hot Weather Concreting.

e. 306.1, Specification for Cold Weather Concreting.

f. 309, Standard Practice for Consolidating Concrete.

g. 318, Building Code Requirements for Structural Concrete.

h. 504, Guide to Joint Sealants.

1.04 SUBMITTALS

A. Provide product data on the following:

1. Ready-mixed concrete mix designs.

2. Fly ash.

3. Admixtures (such as air-entraining and water-reducing admixtures).

4. Form release agents.

5. Bonding agents.

6. Grout.

1.05 QUALITY ASSURANCE

A. Qualifications: The ready-mixed concrete supplier to CONTRACTOR shall have the capability to produce and deliver concrete, meeting the requirements of the DRAWINGS and SPECIFICATIONS. The supplier shall have a contingency plan for a back-up plant in the event of a mechanical malfunction of one of the primary plant(s).

1.06 DELIVERY, STORAGE, AND HANDLING

A. The ready-mixed concrete truck driver shall provide the batch ticket to ENGINEER at the time of concrete delivery. The ticket shall summarize the following information legibly in an easily discernible table:

1. Weight in pounds of all materials, excepting the water reducing and air-entraining agents which shall be in ounces.

2. Cubic yards batched.

3. The ratio of water to cementitious (W/C) materials ratio.

4. Temperature of the concrete at the time it was batched.

5. Time of batching.

6. Free moisture in the fine and coarse aggregates in percent of weight of aggregate.

7. Gallons of water that may be added at the site without exceeding the permissible W/C ratio.

8. Concrete Mix Design Number.

PART 2 PRODUCTS

2.01 MATERIALS

A. General: Acquire cement and aggregate from the same source for all work.

B. Cement: Cement shall be Portland cement Type II, unless otherwise indicated on the DRAWINGS.

C. Aggregate:

1. Fine Aggregate: Fine aggregate shall consist of hard, strong, durable particles complying with the provisions of ASTM C33.

2. Coarse Aggregate: Coarse aggregate shall conform to the provisions of ASTM C33. Aggregate shall be crushed aggregate or angular screened natural aggregate. Hydraulic - cement aggregate is unacceptable.

D. Water: Water shall be clean and free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances that may be deleterious to concrete or steel. Mixing water for prestressed, pretensioned and prestressed post-tensioned concrete or for concrete which will contain aluminum embedments shall not contain deleterious amounts of chloride ion.

E. Admixtures: Admixtures to be used in concrete shall be subject to prior acceptance by ENGINEER. The admixture shall maintain the same composition and performance throughout the WORK as the product used in the concrete proportions established in accordance with ACI 211. Admixtures containing chloride ions shall not be used.

1. Air Entrainment:

   a. An air-entraining agent shall be used in all concrete. The agent used shall conform to ASTM C260.

   b. Unless otherwise shown on the DRAWINGS, the amount of air-entraining agent used in each concrete mix shall be such as will affect the entrainment of the percentage of air shown in the following tabulation in the concrete as discharged from the mixer or pumper discharge hose if applicable. Table 1 is applicable for concrete strengths less than five thousand (5,000) psi.

Table 1

Nominal Max. Aggregate Size (Inch)	Average Air Content (Percent)	
	Severe Exposure	Moderate Exposure
3/8	7-1/2 ± 1-1/2	6 ± 1-1/2
3/4	6 ± 1-1/2	5 ± 1-1/2
1-1/2	5-1/2 ± 1-1/2	4-1/2 ± 1-1/2

   c. The level of exposure shall be determined by ENGINEER.

   d. When a batch of concrete delivered to the PROJECT does not conform to the minimum specified air content, an air-entraining admixture may be added, one (1) time only for the batch, at CONTRACTOR's option prior to consideration for rejection. After the admixture is added, the concrete shall be remixed for a minimum of twenty (20) revolutions of the mixer drum at mixing speed. The concrete shall then be retested and if found acceptable, may be placed in accordance with the SPECIFICATIONS.

2. Water Reducing, Set-Controlling Admixture: CONTRACTOR shall use a "mid-range" water reducing, set controlling admixture, Polyheed 997, or equal. The water-reducing admixture shall be used in all concrete and shall conform to ASTM C494/C494M, specifically Types A, B, C, D, and E.

3. Finely Divided Mineral Admixtures (Fly Ash): Mineral admixtures shall be limited to fly ash conforming to ASTM C618, Class C or Class F. Class C fly ash is not permitted where sulfate resistant cement is required.

F. Evaporative Retardant: In accordance with Section 03 29 00, Concrete Curing.

G. Bituminous Coating: Bituminous Coating for aluminum pipes will be in accordance with AASHTO M-190 Type A.

H. Grout: In accordance with Section 03 60 00, Grouting.

I. Epoxy Bonding Agent:

1. Master Builders; Concresive Liquid (LPL).

2. Master Builders; Concresive Standard Liquid.

2.02 COMPRESSIVE STRENGTH

A. Concrete compressive strength requirements consist of a minimum strength that must be obtained before various loads of stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of twenty eight (28) days. Unless otherwise shown on the DRAWINGS, the twenty eight (28) day compressive strength of structural concrete shall be a minimum of four thousand five hundred (4,500) psi.

B. The mix shall be designed for required strengths in accordance with ACI 301. The ratio of water to the sum of concrete plus pozzolan shall not exceed 0.45 by weight for durable, watertight, concrete. The amount of fly ash in the mix shall be between fifteen and twenty percent (15 and 20%) by weight of the total cementitious materials.

C. Unless otherwise permitted or specified in the DRAWINGS, the concrete shall be proportioned and produced to have a slump not to exceed four (4) inches or less than two and one-half (2-1/2) inches. Concrete not consolidated by internal vibration shall be proportioned to have a slump not to exceed five and one-half (5-1/2) inches or less than four (4) inches.

2.03 SOURCE QUALITY CONTROL

A. Batching:

1. Measuring and batching of materials shall be done at a batching plant.

2. Portland Cement:

a. Either sacked or bulk cement may be used. No fraction of a sack of cement shall be used in a batch of concrete unless the cement is weighed. Bulk cement shall be weighed on scales separate and distinct from the aggregate hopper or hoppers. Batching shall be such that the accuracy of batching shall be plus or minus one percent of the required weight.

3. Water:

    a. Unless water is to be weighed, the water-measuring equipment shall include an auxiliary tank from which the measuring tank shall be filled. In lieu of the volume method, CONTRACTOR shall be permitted to use a water-metering device.

4. Aggregates:

    a. Aggregates shall be handled from stockpiles or other sources to the batching plant in such a manner as to secure a uniform grading of the material. Aggregates that have become segregated, or mixed with earth or foreign material, shall not be used. Batching shall be so conducted as to result in the weights of material required for each type aggregate within a tolerance of two percent (2%).

    b. Free water contents of the coarse and fine aggregates shall be continuously tested and concrete mixture adjusted for moisture conditions of the aggregate in order to meet the designated water/cement ratio.

5. Fine Aggregate:

    a. The proportion of fine aggregate shall be between thirty six and forty four percent (36 and 44%) by volume of the total aggregates in the concrete.

B. Mixing:

1. Ready-mixed concrete shall be either "central mixed" or "shrink mixed" concrete as defined in ASTM C94/C94M. "Truck mixed" concrete as defined in ASTM C94/C94M shall not be permitted. Mixing time shall be measured from the time water is added to the mix, or cement contacts the aggregate. All concrete shall be homogeneous and thoroughly mixed, and there shall be no lumps or evidence of undispersed cement. Mixers and agitators, which have an accumulation of hard concrete or mortar, shall not be used. Ready-mixed concrete shall be mixed and transported in accordance with ASTM C94/C94M.

2. The temperature of mixed concrete, immediately before placing shall not be less than fifty degrees Fahrenheit (50°F) or more than ninety degrees Fahrenheit (90°F). Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed one hundred fifty degrees Fahrenheit (150°F).

3. The time elapsing from the time water is added to the mix (or the cement comes in contact with aggregate) until the concrete is deposited in place at the site of the WORK shall not exceed sixty (60) minutes when the concrete is hauled in non-agitating trucks, nor more than ninety (90) minutes when hauled in truck mixers or truck agitators.

4. The batch shall be so charged into the drum that a portion of the mixing water shall enter in advance of the cement and aggregates. The flow of water shall be uniform and all water shall be in the drum by the end of the first one-quarter (1/4) of the specified mixing time.

5. Cement shall be charged into the mixer by means that will not result in loss of cement because of the effect of wind, or in accumulation of cement on surfaces of hoppers or in other conditions which reduce or vary the required quantity of cement in the concrete mixture.

C. Transporting Mixed Concrete; Mixed Concrete or Truck Mixers:

1. Transporting of mixed concrete shall conform to ASTM C94/C94M.

2. Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity. They shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.

3. No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point, unless approved by ENGINEER. If additional water is to be incorporated into the concrete at the site, the drum shall be revolved not less than thirty (30) revolutions at mixing speed after the water is added and before discharge is commenced. One (1) addition of water at the site to adjust mix workability is permitted but the maximum water cement ratio shall not be exceeded.

4. CONTRACTOR shall furnish a water-measuring device in good working condition, mounted on each transit mix truck, for measuring the water added to the mix on the site. All water tanks on transit mix trucks shall be filled prior to being batched and arrive at the construction site one hundred percent (100%) full.

5. Each load of ready mixed concrete delivered at the job shall be accompanied by the ticket in accordance with Article Delivery, Storage, and Handling.

PART 3 EXECUTION

3.01 PREPARATION

A. Prior to placing concrete, CONTRACTOR shall remove all debris and thoroughly dampen the surfaces that may be in contact with the concrete to be placed.

B. CONTRACTOR shall use compressed air from an air compressor to blow out construction debris and dirt at the bottom of members to be placed such as walls, beams, and columns, prior to final placement of forms that may obscure any joint. CONTRACTOR shall demonstrate to ENGINEER that all debris, such as concrete particles, saw dust, loose tie wire, bar tags, tape, trash and dirt, have been thoroughly removed.

C. All surfaces of forms and embedded materials that have become encrusted with dried mortar or grout from concrete previously placed shall be cleaned of all such mortar or grout before the surrounding or adjacent concrete is placed.

D. No concrete shall be placed until all formwork, reinforcement, installation of parts to be embedded, bracing of forms, and preparation of surfaces involved in the placing have been reviewed by ENGINEER.

E. Immediately before placing concrete, all surfaces upon or against which the concrete is to be placed shall be free from standing water, mud, debris, or loose materials.

F. No concrete shall be placed when form surfaces that may be in contact with the concrete, reinforcement, embedded items or sub-base is less than thirty two degrees Fahrenheit (32°F). When the mean daily outdoor temperature is less than forty degrees Fahrenheit (40°F), the temperature of the concrete shall be maintained between fifty degrees Fahrenheit (50°F) and seventy degrees Fahrenheit (70°F) for the required curing period. When necessary, arrangements for heating, covering, insulating, or housing the concrete work shall be made in advance of placement and shall be adequate to maintain the required temperature without injury as a result of concentration of heat. Combustion heaters shall not be used during the first twenty four (24) hours unless precautions are taken to prevent exposure of the concrete to exhaust gases which contain carbon dioxide.

G. Concrete shall not be placed against forms exposed to heating unless the temperature of the forms is first cooled to less than or equal to ninety degrees Fahrenheit (≤90°F).

3.02 PLACEMENT

A. Placement shall conform to ACI 301, Chapter 8, ACI 304, ACI 306.1, ACI 305.1, and ACI 309. No concrete shall be placed in water except with the written permission of ENGINEER. The surfaces of absorptive materials against or upon which concrete is to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete. The concrete shall be placed by equipment that will prevent segregation or loss of ingredients. The stream of concrete shall not be allowed to separate by permitting it to fall freely over rods, spacers or other embedded materials.

B. Unless otherwise called out in these SPECIFICATIONS or shown on the DRAWINGS, the placement lift depth of concrete in walls shall be limited to two (2) feet or less to minimize surface defects such as air voids that can form on concrete surfaces. Lift depths shall be limited to one (1) foot if, in the opinion of ENGINEER, the quality of the finish is unacceptable at the two- (2-) foot lift depth.

C. Concrete shall be placed so as to avoid segregation of the materials and the displacement of the reinforcement.

D. Concrete shall not be dropped more than five (5) feet unless confined by closed chutes or pipes. Care shall be taken to fill each part of the form by depositing the concrete as near final position as possible. The coarse aggregate shall be worked back from the forms and worked around the reinforcement without displacing the bars. After initial set of the concrete, the forms shall not be jarred and strain shall not be placed on the ends of projecting reinforcement.

E. Where steep slopes are required, the chutes shall be equipped with baffle boards or be in short lengths that reverse the direction of movement.

F. Concrete shall not be pumped through aluminum alloy pipe.

G. All chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete.

3.03 CONSOLIDATION

A. Concrete vibrators for consolidating concrete shall be two and one-half inch (2-1/2") diameter "high cycle" vibrators with a frequency under load of eight thousand (8,000) to ten thousand four hundred (10,400) vibrations per minute (vpm). Concrete vibrators of lesser capacity are unacceptable for use in any part of the construction. CONTRACTOR shall have at least one standby concrete vibrator ready for use for every two (2) concrete vibrators in use during a concrete placement.

B. All concrete shall be thoroughly consolidated with internal vibrators as recommended in ACI 309 immediately after deposition. The concrete shall be thoroughly worked around the reinforcing steel, around embedded items and into corners of forms. Vibration shall be supplemented by spading, rodding, or forking to eliminate all honeycomb and voids around embedded items.

C. The vibrator shall be inserted vertically, allowing it to penetrate rapidly to the bottom of the lift and at least six (6) inches into the previous lift. The vibrator shall be held at the bottom of lift for five to fifteen (5 - 15) seconds. The vibrator shall be pulled up at a rate of about three (3) inches per second.

D. The vibrator shall be inserted so that the fields of action overlap. The field of action is approximately eight (8) times the vibrator's head diameter. Thus for a two and one-half (2-1/2) inch diameter vibrator, the spacing of each insertion shall be approximately twenty (20) inches.

E. Vibration shall be stopped when the concrete surface takes a sheen and large air bubbles no longer escape.

F. Do not use a vibrator to move concrete horizontally.

3.04 OPENINGS AND INSERTS

A. Pipe sleeves, inserts for pipe connections, anchors, and forms for pipe holes shall be accurately placed and securely fastened to the forms in such a manner that the placing of concrete shall not alter their alignment or location. In the event that openings are inadvertently omitted or improperly placed, ENGINEER may require the concrete to be cored at the proper location. Filling of improperly placed openings shall be done with expansive grout or dry pack or mortar applied with an accepted epoxy adhesive. The surfaces of the opening shall be roughened prior to filling.

3.05 EMBEDDED ITEMS

A. At the time of concrete placement, embedded items shall be clean and free from mud, oil, and other coatings that may adversely affect bonding capacity. Aluminum embedments shall be coated with a bituminous material to prevent electrolytic action between the embedded item and reinforcing steel that results in concrete deterioration. Embedment items shall be accurately placed and securely fastened to the forms in such a manner that the placing of concrete shall not alter their alignment or location. Contact between embedded items and reinforcing steel or tendon ducts is unacceptable and is not permitted.

3.06 CONSTRUCTION JOINTS

A. The location of all construction joints shall be subject to the acceptance of ENGINEER. The surface of all construction joints shall be thoroughly cleaned and all laitance and standing water removed. Clean aggregate shall be exposed by abrasive blast cleaning. Wire brushing and air water jets may be used while concrete is fresh provided results are equal to abrasive blast cleaning. Construction joints shall be keyed at right angle to the direction of shear. Except where otherwise shown on the DRAWINGS, keyways shall be at least one and one-half (1-1/2) inch in depth over at least twenty five percent (25%) of the area of the section.

3.07 EVAPORATIVE RETARDANT

A. The use of an evaporative retardant is required to assist in proper placement of concrete in accordance with Section 03 29 00, Concrete Curing. Apply two (2) times; after screeding and after the first floating operation. The retardant should be applied at a rate of one (1) gallon of sprayable solution per two hundred to four hundred (200 - 400) square feet by spraying with an industrial type sprayer. If the nozzle of the sprayer becomes plugged, CONTRACTOR shall clean, or replace, the nozzle. Under no circumstances shall the retardant be used except by spraying a mist with a nozzle. The retardant shall be applied in strict conformance with the manufacturer's recommendations and precautions. In no case shall the retardant be used as a finishing agent. The use of an evaporative retardant requires review and approval by ENGINEER.

3.08 FIELD QUALITY CONTROL

A. CONTRACTOR shall assist OWNER or the concrete testing consultant as requested during the performance of quality control testing. When concrete is placed using a concrete pumper, concrete for testing will be taken from the pumper discharge hose.

END OF SECTION