



RESOLUTION NO. 21-147

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

**RESOLUTION TO APPROVE LICENSE AGREEMENT BETWEEN EL PASO  
COUNTY AND FOREST LAKES, LLC REGARDING THE NEW SANTA FE  
REGIONAL TRAIL/FALCON COMMERCE CENTER**

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1)(c), 30-11-102 and 30-11-103, the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board" or "County") has the legislative authority to sell, convey, or exchange any real property owned by the County and make such order concerning the same and to exercise such other and further powers as are conferred by law; and

WHEREAS, Forest Lakes, LLC ("Forest Lakes") owns real property and right-of-way located in El Paso County along Woodcarver Road between the U.S. Air Force Academy and Baptist Road (the "Property"); and

WHEREAS, Forest Lakes, pursuant to a June 26, 2006 Letter Agreement recorded in the records of the El Paso County Clerk and Recorder at Reception No. 206102697, wishes to install certain infrastructure relating to one of three allowed trail crossings running east/west within County property and crossing the New Santa Fe Regional Trail, which is located on the Property; and

WHEREAS, the Community Services Department ("Parks and Recreation") believes it would be appropriate to permit the installation of a crossing from Forest Lakes, that connects to existing Woodcarver Road, to provide access to the neighboring Falcon Commerce Center located adjacent to the Property; and

WHEREAS, Forest Lakes desires to use El Paso County property, for the following purposes that include, but are not limited to: installation of construction of a two lane entry road that will cross the New Santa Fe Regional Trail and connect Woodcarver Road to the development as more particularly described and depicted in Exhibit A to the License Agreement (attached hereto as Exhibit 1) and other equipment and fixtures for use by Forest Lakes, and for the benefit of El Paso County, with reasonable ingress and egress across El Paso County property for any purpose which may be necessary as further delineated in the License Agreement; and

WHEREAS, Forest Lakes intends to convey the responsibilities of on-going maintenance to the Town of Monument at a future date, and the Town of Monument has indicated its willingness to accept said responsibilities, and at such time, the County may grant to the Town of Monument a permanent easement for those purposes; and

WHEREAS, the Board believes it will serve the best interests of the citizens of El Paso County to enter into the License Agreement with Forest Lakes, LLC, regarding the New Santa Fe Regional Trail/Falcon Commerce Center.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado, hereby authorizes and approves the License Agreement regarding

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RESOLUTION NO. 21-147

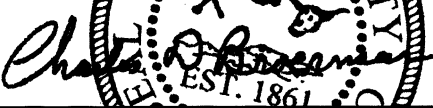
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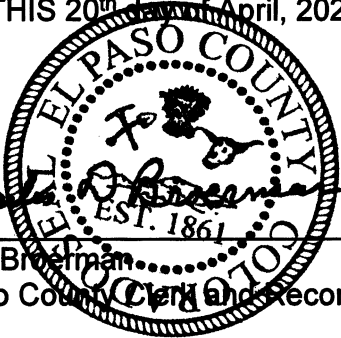
the New Santa Fe Regional Trail/Falcon Commerce Center between El Paso County and Forest Lakes, LLC, as herein stated.

BE IT FURTHER RESOLVED, that Stan VanderWerf, duly elected qualified member and Chair of the Board of County Commissioners, or Cami Bremer, duly elected, qualified member and Vice Chair of the Board of County Commissioners be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

DONE THIS 20<sup>th</sup> day of April, 2021 at Colorado Springs, Colorado.

ATTEST:

By:   
\_\_\_\_\_  
Chuck Broelman  
El Paso County Clerk and Recorder



BOARD OF COUNTY COMMISSIONERS  
EL PASO COUNTY, COLORADO

By:   
\_\_\_\_\_  
Stan VanderWerf, Chair

# **LICENSE AGREEMENT**

## **New Santa Fe Regional Trail / Falcon Commerce Center**

THIS LICENSE AGREEMENT (hereinafter "Agreement") dated and delivered this \_\_\_\_ day of April 2021, 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 Forest Lakes, LLC (the "Licensee"), whose address is 1111 Main Street, Suite 1600, Kansas City, MO 64105. The Licensor and the Licensee may be collectively referred to herein as the Parties.

### **RECITAL:**

WHEREAS, the Licensor owns real property and right-of-way located in El Paso County, Colorado along Woodcarver Road between the United States Air Force Academy and Baptist Road in Monument, Colorado, commonly referred to as the New Santa Fe Regional Trail, at El Paso County Tax Schedule No. 7135000001, and adjacent right-of-way to the south of the above referenced parcel, which is more particularly described and depicted in Exhibit A, attached hereto and incorporated herein (hereinafter "Property"); and

WHEREAS, the Licensee, pursuant to a June 26, 2006 Letter Agreement recorded in El Paso County as Document #206102697, wishes to install certain infrastructure relating to one of three allowed trail crossings running east/west within County property and crossing the New Santa Fe Regional Trail, which is located on the Property; and

WHEREAS, the Licensor is agreeable to allowing the installation of a crossing from the Licensee, that connects to existing Woodcarver Road, to provide access to the neighboring Falcon Commerce Center located adjacent to the Property; and

WHEREAS, Licensee desires to use the Licensor's property, for the following purposes that include, but are not limited to: installation of construction of a two lane entry road that will cross the New Santa Fe Regional Trail and connect Woodcarver Road to the development as more particularly described and depicted in Exhibit A, and other equipment and fixtures and as incident thereto (hereinafter "Crossing Infrastructure") for use by Licensee, and for the benefit of Licensor, with reasonable ingress and egress across Licensor's property for any purpose necessary in connection therewith; 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 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 for ingress and egress onto the Property, legally described and depicted in Exhibit A, in which the area depicted in Exhibit A relating to El Paso County Tax Schedule No. 713500001 and the area of New Santa Fe Trail directly south of that parcel as specifically called out in Exhibit A, shall be hereinafter referred to as the "Licensed Premises". The license is granted to Licensee to access, construct, install Crossing Infrastructure (referenced above and described in Exhibit A) within the Licensed Premises (the "License"). As this Agreement only creates a license, each Parties' 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, contractors, engineers, agents, servants and invitees for any lawful purposes associated with the Crossing Infrastructure, and related purposes for the benefit of the Licensee and the Property.

3. **Term and Commencement of Use:** The License shall commence on the date first written above, hereinafter referred to as the Commencement Date.

4. **Termination by Future Easement:** The Parties both agree that this License may be terminable by Licensor granting to Licensee (or assignee) a permanent easement for the same purposes of this License. In the event a permanent easement is so executed and recorded, this License shall terminate by operation of law to be superseded by the permanent easement.

5. **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. It shall be the Licensee's, or their successors in interest, sole obligation to maintain and make any necessary repairs to the Crossing Infrastructure.

The Licensee agrees, for itself, its successors and assigns, 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 and trail 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 Crossing Infrastructure 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 Premises to its prior condition, including grade and ground level, as applicable. 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 objects interfering with the construction, maintenance, operation, control or use of said Crossing Infrastructure, to restore grade, or to relocate Licensee's facilities in order to remove the interference. 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 facilities described herein.

6. Liability and Governmental Immunity. 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, engineer's, agent's, or employee's failure to comply with the terms of this Agreement or failure to maintain the Crossing Infrastructure in a safe condition or for use of the Crossing Infrastructure, 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 Premises by, the general public. Nothing in this section shall be deemed to waive or otherwise limit the defense available to either the Licensor pursuant to the Colorado Governmental Immunity Act, §§24-10-101, C.R.S., et seq. or as otherwise provided by law.

7. 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, except to another municipal or quasi-municipal provider of street and utility services for continued operation, maintenance, repair and replacement of the Crossing Infrastructure subject of this License Agreement. Licensor understands and agrees that the Crossing Infrastructure will become the maintenance responsibility of the Town of Monument (the "Town") upon acceptance by the Town of the Squadron Drive right-of-way. 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.

8. 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 Crossing Infrastructure described herein.

9. 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.

10. **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.

11. **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.

12. **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

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

14. **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.

15. **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 and email copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

16. **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.

[Signature Pages Follow]

**Licensor:**

BOARD OF COUNTY  
COMMISSIONERS OF EL PASO  
COUNTY, COLORADO

By:

\_\_\_\_\_  
Chair, Board of County Commissioners

Attest:

\_\_\_\_\_  
County Clerk and Recorder

**Licensee:**

FOREST LAKES, LLC, a Colorado  
limited liability company

By: Chillicothe Properties, LLC, a  
Delaware limited liability company, its  
sole member

\_\_\_\_\_  
By: Dan Dickinson

Its: Manager

Approved as to Form:

OFFICE OF THE COUNTY ATTORNEY

By: \_\_\_\_\_

**Licensor:**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2021, Chair, 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: \_\_\_\_\_

**Licensee:**

STATE OF MISSOURI     )  
                                  )  
COUNTY OF JACKSON    )     SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

My address is: \_\_\_\_\_.

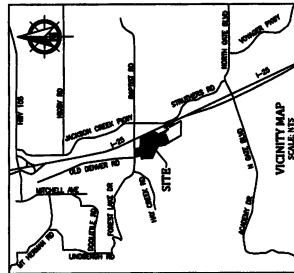
Notary Public: \_\_\_\_\_



# Exhibit A

License Agreement - New Santa Fe Regional Trail / Falcon Commerce Center

## FALCON COMMERCE CENTER PERMIT #2 CIVIL CONSTRUCTION PLANS ROADWAY, UTILITY AND STORM SEWER IMPROVEMENTS MONUMENT, COLORADO



**INDEX OF SHEETS**

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C100	EXISTING CONDITIONS/DEMOLITION PLAN
C101	OVERALL CIVIL SITE PLAN
C201	UTILITY AND STORM SEWER PROFILES
C202-C203	SANITARY SEWER PLAN AND PROFILE
C204	SANITARY SEWER PLAN AND PROFILE
C205	STRIPE AND SIGNAGE PLAN
C206	STRIPE AND SIGNAGE PLAN
C207-C208	STRIPE AND SIGNAGE PLAN
C300	QUALITY CONTROL/GRADING AND EROSION CONTROL PLAN
C301-C304	QUALITY CONTROL/GRADING AND EROSION CONTROL PLAN
C305	QUALITY CONTROL/GRADING AND EROSION CONTROL PLAN
C306	QUALITY CONTROL/GRADING AND EROSION CONTROL PLAN
C307	QUALITY CONTROL/GRADING AND EROSION CONTROL PLAN
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C310-C313	QUALITY CONTROL/GRADING AND EROSION CONTROL PLAN
C400	QUALITY CONTROL/GRADING AND EROSION CONTROL PLAN
C401-C403	QUALITY CONTROL/GRADING AND EROSION CONTROL PLAN
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C500	QUALITY CONTROL/GRADING AND EROSION CONTROL PLAN
C501-C502	QUALITY CONTROL/GRADING AND EROSION CONTROL PLAN
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C504-C505	QUALITY CONTROL/GRADING AND EROSION CONTROL PLAN
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C508	QUALITY CONTROL/GRADING AND EROSION CONTROL PLAN
C509	QUALITY CONTROL/GRADING AND EROSION CONTROL PLAN

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**FALCON COMMERCE CENTER**  
**PERMIT #2 CIVIL CONSTRUCTION PLANS**  
**COVER SHEET**  
 MONUMENT, COLORADO

**811**  
 Know what's below. Call before you dig.

**PRE-EXCAVATION CHECKLIST**

- Obtain all necessary permits (e.g., excavation, street closure, etc.)
- Obtain all necessary utility location information (e.g., 811 call, utility maps, etc.)
- Obtain all necessary engineering and design information (e.g., utility plans, etc.)
- Obtain all necessary safety information (e.g., traffic control, etc.)
- Obtain all necessary site information (e.g., soil conditions, etc.)
- Obtain all necessary weather information (e.g., forecasts, etc.)
- Obtain all necessary personnel information (e.g., licenses, etc.)
- Obtain all necessary equipment information (e.g., specifications, etc.)
- Obtain all necessary material information (e.g., quantities, etc.)
- Obtain all necessary site access information (e.g., permits, etc.)
- Obtain all necessary site preparation information (e.g., clearing, etc.)
- Obtain all necessary site protection information (e.g., barriers, etc.)
- Obtain all necessary site monitoring information (e.g., inspections, etc.)
- Obtain all necessary site record information (e.g., logs, etc.)
- Obtain all necessary site completion information (e.g., backfill, etc.)
- Obtain all necessary site cleanup information (e.g., debris removal, etc.)
- Obtain all necessary site restoration information (e.g., grading, etc.)
- Obtain all necessary site closure information (e.g., signage, etc.)
- Obtain all necessary site release information (e.g., certificates, etc.)

**811**  
 Know what's below. Call before you dig.

**ABBREVIATIONS**

**CONTACTS**

SERVICE	COMPANY	CONTACT
CIVIL ENGINEER	Stacy Engineering Corporation 7175 North Jefferson Ave, #2200 Littleton, CO 80120	Stacy (303) 942-4208
COMMUNITY	Stacy Engineering Corporation 7175 North Jefferson Ave, #2200 Littleton, CO 80120	Stacy (303) 942-4208
UTILITY	Stacy Engineering Corporation 7175 North Jefferson Ave, #2200 Littleton, CO 80120	Stacy (303) 942-4208
INSURANCE	Stacy Engineering Corporation 7175 North Jefferson Ave, #2200 Littleton, CO 80120	Stacy (303) 942-4208
PERMITS	Stacy Engineering Corporation 7175 North Jefferson Ave, #2200 Littleton, CO 80120	Stacy (303) 942-4208

**POINTS OF CONTACT**

SERVICE	COMPANY	CONTACT
CIVIL ENGINEER	Stacy Engineering Corporation 7175 North Jefferson Ave, #2200 Littleton, CO 80120	Stacy (303) 942-4208
COMMUNITY	Stacy Engineering Corporation 7175 North Jefferson Ave, #2200 Littleton, CO 80120	Stacy (303) 942-4208
UTILITY	Stacy Engineering Corporation 7175 North Jefferson Ave, #2200 Littleton, CO 80120	Stacy (303) 942-4208
INSURANCE	Stacy Engineering Corporation 7175 North Jefferson Ave, #2200 Littleton, CO 80120	Stacy (303) 942-4208
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**811**  
 Know what's below. Call before you dig.

**PRE-EXCAVATION CHECKLIST**

- Obtain all necessary permits (e.g., excavation, street closure, etc.)
- Obtain all necessary utility location information (e.g., 811 call, utility maps, etc.)
- Obtain all necessary engineering and design information (e.g., utility plans, etc.)
- Obtain all necessary safety information (e.g., traffic control, etc.)
- Obtain all necessary site information (e.g., soil conditions, etc.)
- Obtain all necessary weather information (e.g., forecasts, etc.)
- Obtain all necessary personnel information (e.g., licenses, etc.)
- Obtain all necessary equipment information (e.g., specifications, etc.)
- Obtain all necessary material information (e.g., quantities, etc.)
- Obtain all necessary site access information (e.g., permits, etc.)
- Obtain all necessary site preparation information (e.g., clearing, etc.)
- Obtain all necessary site protection information (e.g., barriers, etc.)
- Obtain all necessary site monitoring information (e.g., inspections, etc.)
- Obtain all necessary site record information (e.g., logs, etc.)
- Obtain all necessary site completion information (e.g., backfill, etc.)
- Obtain all necessary site cleanup information (e.g., debris removal, etc.)
- Obtain all necessary site restoration information (e.g., grading, etc.)
- Obtain all necessary site closure information (e.g., signage, etc.)
- Obtain all necessary site release information (e.g., certificates, etc.)

**811**  
 Know what's below. Call before you dig.

**Kiowa**  
Engineering Corporation  
1604 South 21st Street  
Colorado Springs, Colorado 80904  
(719) 630-7342

**FALCON COMMERCE CENTER**  
**PERMIT #2 CIVIL CONSTRUCTION PLANS**  
**OVERALL CIVIL SITE PLAN**  
**MONUMENT, COLORADO**

Project No.	19029
Date	September 8, 2010
Design	MMW/MTL
Drawn	MTL
Checked	MMW
Scale	AS SHOWN
11 Town Council	12/7/09
2 Final	12/21/09

**C202**  
SHEET  
OF 24 SHEETS

