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El Paso County, CO
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Resolution No. 25-205

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

RESOLUTION TO APPROVE A REVOCABLE LICENSE BETWEEN THE CITY OF COLORADO SPRINGS AND EL PASO COUNTY ASSOCIATED WITH THE EL PASO COUNTY WETLAND BANK – AKERS PROJECT

WHEREAS, pursuant to §§30-11-101(1)(d) and (e), and 30-11-107(1)(e), C.R.S., the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board") has the authority to enter into Contracts with other governmental entities, to make all Contracts, and to exercise such further powers as may be conferred by law, when deemed by the Board to be in the best interest of the County; and

WHEREAS, the Board desires to enter into a Revocable License (hereinafter "Contract") with the City of Colorado Springs (hereinafter "City"), associated with the El Paso County Wetland Bank - Akers Project; and

WHEREAS, the Contract is for right to enter, ingress and egress, construction and maintenance of drainage improvements on a portion of City property located at the northwest corner of Akers Drive and the Rock Island Trail; and

WHEREAS, the Board, having considered the Contract, has determined that it would serve the best interest of the public to approve and authorize this Contract, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, for the purposes as described herein.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado, hereby approves and authorizes El Paso County to enter into a Contract, (Exhibit A), with the City of Colorado Springs for the El Paso County Wetland Bank – Akers Project, subject to the terms and conditions as described therein.

BE IT FURTHER RESOLVED that the duly elected, qualified member and Chair of the Board of County Commissioners, or the 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 22nd day of July 2025, in Colorado Springs, Colorado.

ATTEST:

By: _____
Steve Schleiker
Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Chair

REVOCABLE LICENSE FOR USE OF CITY PROPERTY
For The Benefit of El Paso County, Colorado

The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation ("City"), hereby grants this Revocable License ("License") this _____ day of _____, 2025 ("Effective Date"), to **El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado** ("Licensee") to use a portion of the City property described and shown on Exhibit A and depicted on Exhibit B, attached hereto and made a part hereof (hereinafter referred to as the "Property"). This License is solely for the purpose of drainage improvements, all as depicted in Exhibit B, along with the right to enter upon the Property for the purposes above, and for no other purpose. City and Licensee are collectively referred to as "Parties".

Recitals

WHEREAS, the City owns the property described in Exhibit "A", attached hereto and made a part hereof by reference ("City Property"); and

WHEREAS, the City controls, owns, operates, and maintains, in whole or in part, including but not limited to **a public park trail, known as the "Rock Island Trail";** and

WHEREAS, **El Paso County** does hereby request a license for the purpose of construction and maintenance of **drainage infrastructure improvements;** and

WHEREAS, the Parties hereby enter into this License.

Terms and Conditions

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the Parties agree as follows:

1. Granting of License. For and in consideration of one dollar **($1.00)** and other good and valuable consideration, the City hereby grants to Licensee, a non-exclusive license, in accordance with the Colorado Springs City Charter and City Code, to enter, occupy and use that portion of the City Property depicted in Exhibit "B" (the "License Area") for **construction and maintenance of drainage infrastructure** ("Improvements") in, through, over and across the City Property.

2. Term. The term of this License, in accordance with Article X, Sections 10-60 and 10-100 of the Charter of the City of Colorado Springs, shall be revocable commencing with the Effective Date shown above, and continuing for **twenty-five (25) years,** unless this License is sooner revoked. This License may be terminated at any time by the City, or as otherwise provided in this License. Upon expiration of the term of this license, the City will re-review and may renew, this license.

3. Improvements. The Improvements will be constructed in accordance with the scope agreed to by the Parties. The City shall have the discretion to determine the actual location of the Improvements. Licensee shall, at its own cost and subject to the supervision and control of the City, locate, construct, operate, and maintain the Improvements in such a manner and of such material that the Improvements will not at any time be a source of danger to or interference with any of the City's structures, facilities, or operations. Licensee shall be responsible for any repair and maintenance which is required for the Improvements, including any repair or maintenance that is requested by the City. All such repair or maintenance shall be completed in a timely manner. Licensee, shall keep the Improvements and every part thereof, including any surrounding property, in good condition and appearance. The License Area must be maintained so that they continue to properly serve the purposes for which they were originally constructed.

Prior to commencing any excavation activity on the License Area, Licensee will locate all other pipelines, cables, pipes, and other underground facilities located in or near the City Property, and will notify and obtain any necessary consents from the appropriate owner of such facilities, if required.

In no event shall Licensee endanger any of the City's existing or future improvements or facilities. Additionally, Licensee shall not under any circumstances alter the present grade or ground level of the City property by more than one foot without the prior written consent of the City. In no event shall Licensee, whether by act or omission allow the impoundment of any water or other substance on the License Area or City Property.

Licensee agrees that Licensee, any of its employees, contractors, representatives, or any other agents, when in or on the City Property or exercising any right of ingress or egress, shall have identification available to indicate their business purpose for being on the premises.

4. Ingress and Egress. Licensee, and their agents, contractors and representatives shall have and exercise the right of reasonable ingress and egress in, to, through, over, under, and across the City Property to perform construction, reconstruction, operation, use, maintenance, repair, or replacement of the Improvements within the License Area. Except in emergencies, Licensee shall give the City reasonable advance notice prior to exercising its rights of ingress and egress. To the maximum practicable extent, Licensee shall use existing gates, roads, trails and facilities to avoid disruption of the City's operations on the property.

5. Safety and Security. Licensee shall conduct its operations in a safe and prudent manner and in compliance with all applicable federal, state and municipal laws and regulations. Licensee acknowledges and agrees that City may establish reasonable rules and regulations governing access, ingress and egress in order to preserve the security of any of the City's operations or facilities. Licensee shall comply with all such rules.

6. Noninterference with Operation of the City. Licensee, by accepting this License, expressly agrees for itself, its successors and assigns, that it will not interfere in any way with the City's primary purpose and use of the City Property. Additionally, Licensee acknowledges that the City may develop and construct additional facilities on the City Property, including the License Area, in the future. Licensee shall not engage in or permit or allow by omission any activity on the License Area or any City Property which will interfere with the safety, protection and operation of the City's operations. In the event the aforesaid covenant is breached, upon reasonable notice to City and opportunity to cure, the Licensee reserves the right to enter upon the License Area and cause the abatement of such interference at the expense of Licensee.

7. Noise, Odor, Vibrations, and Annoyances. Licensee shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste on the License Area or annoy, disturb or be offensive to others and shall take all reasonable measures, using the latest known and most practical devices and means, to eliminate any unusual, nauseous or objectionable smoke, gases, vapors, odors, or any vibrations tending to damage the License Area.

8. City's Rights Unaffected. The City shall retain the right to make full use of the City Property described, including but not limited to use of such property for any utility lines, drainage, or otherwise, except for such use as might unreasonably endanger or interfere with the rights of Licensee in its construction, operation or maintenance of the Improvements. Specifically, the City reserves for the City, its successors, heirs and assigns, the use of the License Area, whether longitudinal or otherwise, for installing pavement, curbs,

gutters, sidewalks, runways, paved parking areas and associated curb cuts, paved driveways, fences, low-height landscaping, pipelines, cables, wires, electric lines, and any other facilities or Improvements.

9. Surface Restoration to Land/Other Damage. Licensee shall repair or reimburse the City for the reasonable cost of repair for any physical damage done by or resulting from actions, omissions or operations of Licensee, its, employees, contractors, or representatives to the City Property and/or any of the City's existing or future facilities or improvements, whether within or without the License Area. Licensee shall repair or replace any damaged property or reimburse the City for the reasonable cost of repair or replacement of such property including, but not limited to, physical damage to any land, articles, landscaping, storage tanks, utility lines and any appurtenances, whether within or without the property, caused by laying, repairing, replacing, operating, maintaining or removing of the Improvements. Licensee shall promptly restore, replace, or repair the surface to the original condition as near as may be reasonably possible in constructing, maintaining, or altering the Improvements.

10. Subjacent and Lateral Support. Licensee, its employees, contractors and representatives, shall not impair the lateral support of any such facilities or improvements of the City. To the extent any of the Improvements, now or in the future, impair the lateral or subjacent support of any such facilities or improvements of the City, or otherwise compromise the integrity of such facilities or improvements, in the City's sole opinion, Licensee, its employees, contractors and representatives, shall immediately correct the situation to the City's satisfaction.

11. Assignability. Each and every one of the benefits and burdens of this License shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties hereto.

12. Liability. The Parties agree to be responsible for its own liability incurred as a result of this License. Each Party agrees to be responsible for damages it causes as a result of performance or enforcement of this License, including damages to third parties. In the event any claim is litigated and as between the Parties, the substantially prevailing Party shall be entitled to recover its expenses and costs of litigation, including, but not limited to reasonable attorneys' and expert witness fees and costs. No provision of this License shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to City or Licensee by the Colorado Governmental Immunity Act, C.R.S. s. 24-10-101, et seq., and Article XI of the Colorado Constitution.

13. Insurance. Licensee shall maintain general liability insurance, through self-insurance or otherwise, sufficient to meet the liability limits contained in the Colorado Governmental Immunity Act. Licensee shall require its general contractor to name the City as additional insured under any policy or policies of insurance. Licensee or its general contractor will provide the City a current Certificate of Insurance upon request and submit 30-days advance notice of cancellation or termination of all insurance coverage.

14. Liens. In no event shall Licensee allow any liens to attach against the City Property, or any portion thereof, for materials supplied or work performed at the request of, or for the benefit of, the Licensee.

15. Termination. This License may be revoked by the City at its pleasure upon written notice by the City in accordance with the powers granted in Article X, Section 10-100 of the Charter of the City of Colorado Springs. Upon termination, Licensee, its employees, contractors and representatives, shall promptly remove any Improvements and restore, replace, or repair the City Property, including, but not limited to, the License Area, to the original condition as near as may be reasonable possible or reimburse the City for the cost of doing the same. Notwithstanding the foregoing, Licensee, its employees, contractors and representatives, shall not cause damage to or compromise the integrity of any of the City's property, real or personal, when

removing any Improvements or restoring, replacing, or repairing such property. If the Improvements are not promptly removed, such Improvements shall become the sole property of the City at its option. The City reserves the right to require Licensee to remove any Improvements on the License Area. Except for those situations caused by the City's negligent acts, omissions, or intentional misconduct, the City shall be under no obligation to reimburse Licensee for any sums of money expended for any Improvements or in making any improvements or repairs on the License Area.

16. Disclaimers.

a. Title. City hereby EXPRESSLY DISCLAIMS ANY WARRANTY OF TITLE with respect to the License Area. Licensee is relying on its own investigations as to the adequacy of title to the License Area for its use under this agreement. Without limiting the foregoing, the grant of rights set forth herein is subject to all easements, restrictions, reservations, and rights of way of record.

b. Physical Condition. CITY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE PHYSICAL CONDITION of the License Area, including, without limitations, the fitness of such property for any particular purpose and/or the condition of the soils contained therein. Licensee acknowledges that it is accepting its right to use the License Area on an AS-IS, WHERE-IS, and with all faults basis

17. Environmental. For purposes of this Section, the following words and phrases shall have the following meanings:

"Environmental Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment of five (5) gallons or more of a regulated substance. However, any release required to be reported to any governmental or regulatory agency shall also be reported to City.

"Environmental Requirements" shall mean any applicable environmental local, state and federal statutes, laws, rules and regulations, and all directives, orders, permits, licenses issued by, and environmental plans approved by, local, state and federal agencies, or by municipal, state, and federal courts that are now in effect or are hereinafter enacted, promulgated, issued, or approved.

"Hazardous Environmental Condition" shall mean the presence on the License Area of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (as defined by the Solid Waste Disposal Act as amended from time to time), or any hazardous substance or material including, but not limited to, petroleum and petroleum products, radioactive materials (as defined by the Atomic Energy Act of 1954 as amended from time to time), and all substances which are listed under 40 CFR 302 and 40 CFR 355, 49 CFR 172 and 29 CFR 1910.120.

"Hazardous Substance" or "Hazardous Material" shall mean any and all substances, materials, and wastes that are or become regulated under any Environmental Requirement, including, but not limited to, asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), used oil or any petroleum products, natural gas, radioactive materials, pesticides, and all substances which are currently listed or may be listed in the future under 40 CFR 302, 40 CFR 35, 49 CFR 172, and 29 CFR 1910.120, and other substances which may be listed under any Environmental Federal or State statute.

Licensee shall comply with all applicable local, state or federal laws, regulations, rulings, orders, permits and other statutory and regulatory requirements relating to the environment or public health (collectively, "Environmental Laws") in its use of the License Area. Licensee, its employees, contractors and representatives shall not cause by their respective willful, wanton or negligent acts or omissions, the unpermitted release or presence on the City Property or oil or hazardous substances, or any other material

or substance that violates any Environmental Requirements. Licensee shall not be responsible for any Hazardous Environmental Condition brought onto the City Property by City, or caused by the willful, wanton or negligent failure of City, employees, contractors and representatives.

Licensee shall immediately report to City, and to the extent unreported by Licensee, City shall immediately report to Licensee, any of the following events or conditions arising out of Licensee's use or occupancy of property in the License: (i) the Environmental Release or threatened Environmental Release of Hazardous Substances or Hazardous Materials at, to, from, on, or through the City Property, including the License Area and any responses to Licensee or any governmental agency, and (ii) exposure of any person to any Hazardous Substance or Hazardous Material. Licensee and the City shall immediately report to the other party any claim, demand, action or notice made against Licensee or the City with regard to the other party any claim, demand, action or notice made against Licensee or the City with regard to any violation or alleged violation of any Environmental Requirement relative to Licensee's use and occupancy of the License Area or use of the City Property, and each party shall immediately provide the other party with copies of any written claims, demands, actions, or notices so made.

City and Licensee agree to provide to the other party all non-privileged correspondence, notices, approvals, certifications, report, test results, submissions and all written communication regarding an Environmental Release or threatened Environmental Release of any Hazardous Substance or Hazardous Material arising out of Licensee's use and occupancy of the License Area or use of City Property. City and Licensee agree to provide the other party all written submissions regarding the environmental condition arising out of Licensee's use and occupancy of the License Area or use of the City Property within three (3) business days that the same are provided to or by a governmental entity.

In the event of the Environmental Release of any Hazardous Substance or Hazardous Material as a result of Licensee's use or occupancy of the License Area or use of the City Property, Licensee shall immediately control and remediate the contaminated media as provided by and to the standards applicable under the Environmental Requirements.

Licensee shall undertake any work necessary to remediate or remove any Hazardous Substance or Hazardous Material arising out of Licensee's use and occupancy of the License Area or use of the City Property as is necessary to protect the public health and safety and the environment from actual or potential harm and to bring Licensee's property in the License into compliance with all applicable Environmental Requirements. Any work conducted for such purpose shall be conducted at Licensee's expense after Licensee submits to City and any appropriate governmental authority a written plan for completing such work and receives the prior written approval of the City and such other governmental authorities. City shall have the right to inspect at the City's own expense such work at any time using consultants and representatives of their choice.

At the request of the City, Licensee shall conduct such testing, monitoring, sampling, and analysis as is reasonably necessary to ascertain (i) whether Licensee is using the License Area in compliance with all Environmental Requirements or (ii) whether there has been an Environmental Release of a Hazardous Substance or Hazardous Material arising out of Licensee's use and occupancy of the License Area or use of the City Property. Any such tests, monitoring, sampling, and analysis shall be conducted by qualified independent experts chosen by Licensee and subject to reasonable approval by City. Copies of results from and reports of such testing, monitoring, sampling, and analysis shall be promptly provided to City.

If Licensee fails to comply with any Environmental Requirements, City, in addition to its other rights and remedies under this License, and at its election, may enter the License Area and take such measures as may be reasonable and necessary to ensure compliance with Environmental Requirements, and may charge Licensee for its costs arising out of Licensee's use and occupancy of the License Area or use of the City

Property. Except in the event of a threatened, suspected or actual Environmental Release, City shall provide to Licensee written notice of its election to enter the License Area.

Licensee specifically recognizes that City is held to strict compliance and any resulting penalties with respect to Environmental Requirements. Licensee therefore agrees to respond immediately, at City's demand, to any violations of any applicable Environmental Requirements related to Licensee's use and occupancy of the License Area or use of the City Property.

18. Compliance with Laws. All construction and excavation activities carried on by Licensee on or about the City Property shall be conducted in accordance with all applicable local, state, or federal requirements, specifications, laws and regulations. All construction, installation, maintenance and repair work performed by or on behalf of Licensee or on or in the City Property shall be performed in a manner and with such safeguards as are reasonably necessary to avoid any personal injury or property damage.

19. Governmental Immunity Act. Nothing in this License shall be interpreted to limit or prevent the protections afforded to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

20. Independent Contractor. In the performance of Licensee's obligation under this License, it is understood, acknowledged and agreed between the parties that Licensee is at all times acting and performing as an Independent Contractor, and then City shall neither have nor exercise any control or direction over the manner and means by which Licensee performs Licensee's obligations under this License, except as otherwise stated with the License terms. Licensee understands and agrees that Licensee and Licensee's employees, agents, servants, or other personnel are not City employees. Licensee shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Licensee or any of Licensee's employees, agents, servants, or other personnel performing service under this License.

21. Entire Agreement. This License represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing signed by the City and Licensee.

22. Notice. All notices necessary or required under this License shall be in writing and shall be personally delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to City:
City of Colorado Springs
Parks, Recreation and Cultural Services
Attn: Emily Duncan, Trail Development Coordinator
P.O. Box 1575, Mail Code 1201
Colorado Springs, Colorado 80901-1575

With a copy to:
City of Colorado Springs
Real Estate Services
P.O. Box 1575, Mail Code 525
Colorado Springs, Colorado 80901-1575

If to Licensee:
El Paso County
Public Works Department
3275 Akers Drive
Colorado Springs, CO 80922
Telephone: 719-520-6460

Notice given by personal delivery, overnight delivery or mail shall be effective upon actual receipt. The Parties may change any address to which Notice is to be given by giving notice as provided above of such change of address.

23. Survival of Obligations. All express representations and indemnifications shall survive this License, including any duties or obligations that are required in the event of termination under Paragraph 15.

24. Severability. Any provision or part of this License held to be void or unenforceable under any laws or regulations is deemed stricken, and all remaining provisions will continue to be valid and binding upon the Parties. The Parties agree that the License is reformed to replace a stricken provision with a new provision that comes as close as possible to expressing the intent of the stricken provision.

25. Governing Law and Jurisdiction. This License shall be governed by and interpreted in accordance with the laws of the State of Colorado, the Colorado Springs City Charter, City Code, Ordinances, Rules and Regulations. The Parties consent to venue and jurisdiction in the District Court in and for El Paso County, Colorado, or in the United States District Court for the District of Colorado in any action commenced relating to this License or the transactions contemplated hereby.

26. Counterparts; Copies of signatures. This License may be executed in one or more counterparts, each of which will be deemed original and all of which together constitute one and the same instrument. Copies of signatures are permitted for purposes of the binding nature of this License.

Executed by City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation:

By: _____
Britt Haley, Director
Parks, Recreation and Cultural Services

Date: _____

By: _____
Kellie Billingsley, Real Estate Services Manager
Real Estate Services

Date: _____

Approved as to form:

City of Colorado Springs

Office of the City Attorney

_____
City Attorney's Office

LICENSEE:

El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado

By: _____
Carrie Geitner, Chair

Date:_____

Attest:

_____
El Paso County Clerk & Recorder

APPROVED AS TO FORM:

Office of the County Attorney of El Paso County, Colorado

_____
Assistant County Attorney

EXHIBIT A

LEGAL DESCRIPTION- CHICAGO ROCK ISLAND & PACIFIC RAILWAY

A PORTION OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY RIGHT-OF-WAY LOCATED IN SECTIONS 28, 29 AND 32 IN TOWNSHIP 13 SOUTH, RANGE 65 WEST AND IN SECTIONS 5 AND 6 IN TOWNSHIP 14 SOUTH, RANGE 65 WEST, ALL OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, SAID PORTION OF THE RIGHT-OF-WAY EXTENDING SOUTHWESTERLY FROM THE EAST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD IN SAID SECTION 28 TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, EXCEPT THAT PORTION OF SAID RIGHT-OF-WAY AS DESCRIBED IN DEED RECORDED IN BOOK 2589 AT PAGE 308 OF THE RECORDS OF EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6TH P.M., BEING MONUMENTED AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34 BY A RECOVERED 2-1/2 INCH ALUMINUM CAP STAMPED "DREXEL, BARRELL & CO., LS 17664" SET IN CONCRETE AND AT THE SOUTHEAST CORNER OF SAID SECTION 34 BY A RECOVERED 2-1/2 INCH ALUMINUM CAP STAMPED "DREXEL, BARRELL & CO., LS 17664, 1985" SET IN CONCRETE, BEARING N 01°13'51" E, 2,648.58'.

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34, THENCE N73°40'49"W A DISTANCE OF 11,075.82 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY PARCEL AND THE EAST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING FIVE (5) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 64°28'17" E, HAVING A RADIUS OF 1810.08 FEET, A CENTRAL ANGLE OF 24°48'28" AND AN ARC LENGTH OF 783.72 FEET;
2. S 00°43'15" W A DISTANCE OF 553.00 FEET;
3. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 89°16'45" W, HAVING A RADIUS OF 2010.08 FEET, A CENTRAL ANGLE OF 69°00'00" AND AN ARC LENGTH OF 2420.69 FEET;
4. S 69°43'15" W A DISTANCE OF 903.09 FEET;
5. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 20°16'55" E, HAVING A RADIUS OF 1810.08 FEET, A CENTRAL ANGLE OF 60°10'10" AND AN ARC LENGTH OF 1900.87 FEET;

THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE BOUNDARY OF CIMARRON-EASTRIDGE FILINGS NO. 2, NO. 4 AND FILING NO. 3 AND ALSO ALONG CONSTITUTION HILLS FILING NO. 1, PETERSON ROAD AND NORTHCREST FILING NO. 3:

1. S 09°33'05" W A DISTANCE OF 2593.98 FEET;
2. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 80°26'55" W, HAVING A RADIUS OF 2010.08 FEET, A CENTRAL ANGLE OF 87°00'00" AND AN ARC LENGTH OF 3052.18 FEET;
3. S 06°33'05" W A DISTANCE OF 50.00 FEET;
4. ALONG THE ARC OF A NON- TANGENT CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 06°33'05" E, HAVING A RADIUS OF 2060.08 FEET, A CENTRAL ANGLE OF 42°02'10" AND AN ARC LENGTH OF 1511.42 FEET TO SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 6;
5. N 89°46'11" E ALONG SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 6 A DISTANCE OF 351.97 FEET.
6. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 41°13'53" E, HAVING A RADIUS OF 1810.08 FEET, A CENTRAL ANGLE OF 121°40'48" AND AN ARC LENGTH OF 3844.10 FEET;
7. N 09°33'05" E A DISTANCE OF 2593.97 FEET;

THENCE THE FOLLOWING SIX (6) COURSES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 80°27'05" E, HAVING A RADIUS OF 2010.08 FEET, A CENTRAL ANGLE OF 60°10'10" AND AN ARC LENGTH OF 2110.90 FEET;
2. N 69°43'15" E A DISTANCE OF 903.10 FEET;
3. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 20°16'45" W, HAVING A RADIUS OF 1810.08 FEET, A CENTRAL ANGLE OF 69°00'00" AND AN ARC LENGTH OF 2179.84 FEET;
4. N 00°43'15" E A DISTANCE OF 553.00 FEET;
5. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 89°16'45" E, HAVING A RADIUS OF 2010.08 FEET, A CENTRAL ANGLE OF 34°50'37" AND AN ARC LENGTH OF 1222.40 FEET TO SAID EAST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD;
6. S 00°15'35" E ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A LINE 60.00 FEET EAST OF AND PARALLEL TO (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 28 A DISTANCE OF 389.02 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2,780,015 SQUARE FEET OR 63.820 ACRES GROSS.

EXCEPT THAT PART CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO IN DEED RECORDED AT RECEPTION NO. 98008287.

EXCEPT ANY PORTION LYING WITHIN CONSTITUTION AVENUE AS PLATTED IN PLAT BOOK V-3 AT PAGE 169.

EXCEPT ANY PORTION LYING WITHIN EXISTING OR APPARENT MARKSHEFFEL ROAD RIGHT-OF-WAY.

LEGAL DESCRIPTION STATEMENT

I, JEFFREY E. KISTNER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

_____ _____

JEFFREY E. KISTNER, PROFESSIONAL LAND SURVEYOR DATE
COLORADO NO. 30829
FOR AND ON BEHALF OF SURVCON INC.
7800 E. DORADO PLACE, SUITE 101
GREENWOOD VILLAGE, COLORADO 80111

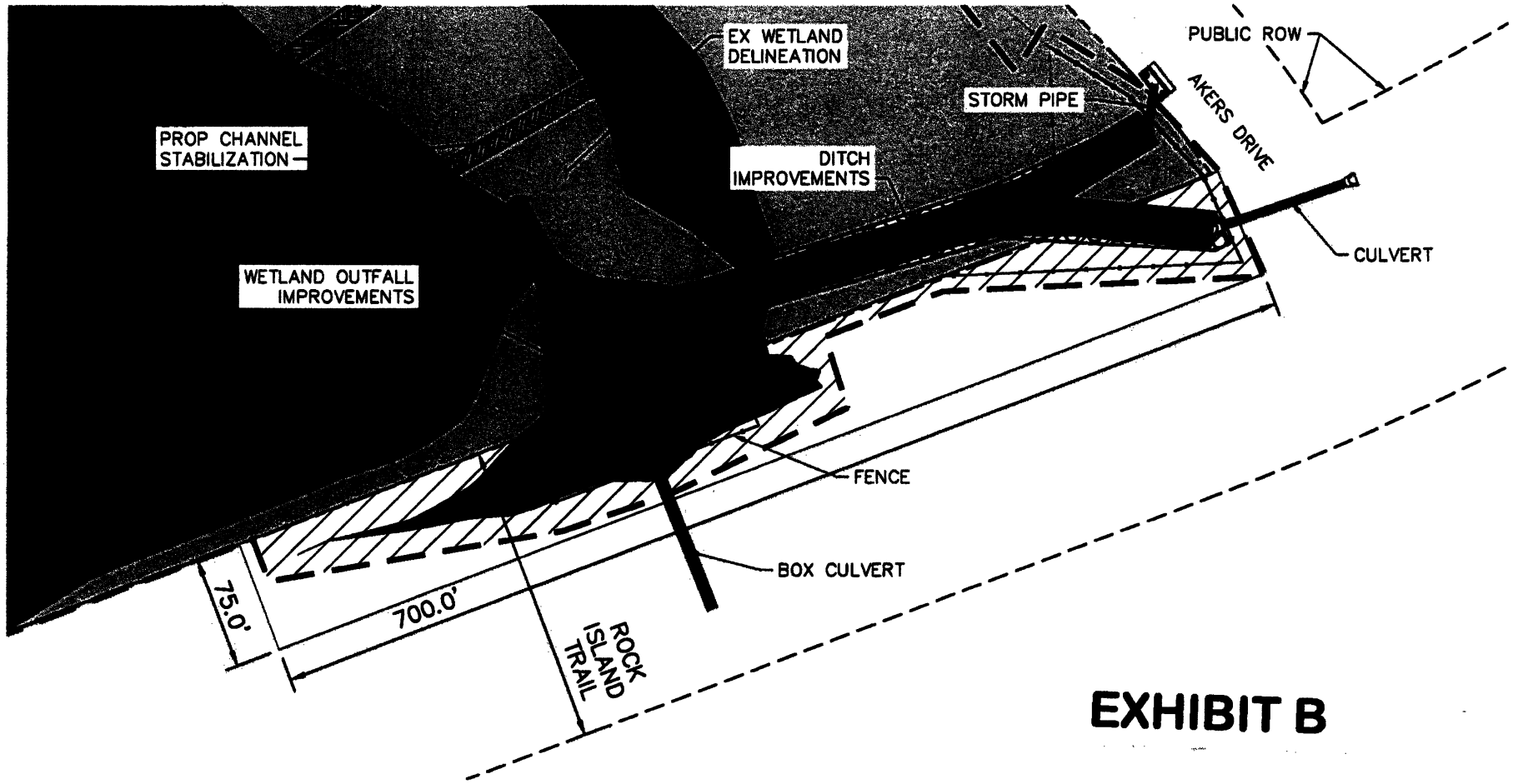


EXHIBIT B

LEGEND

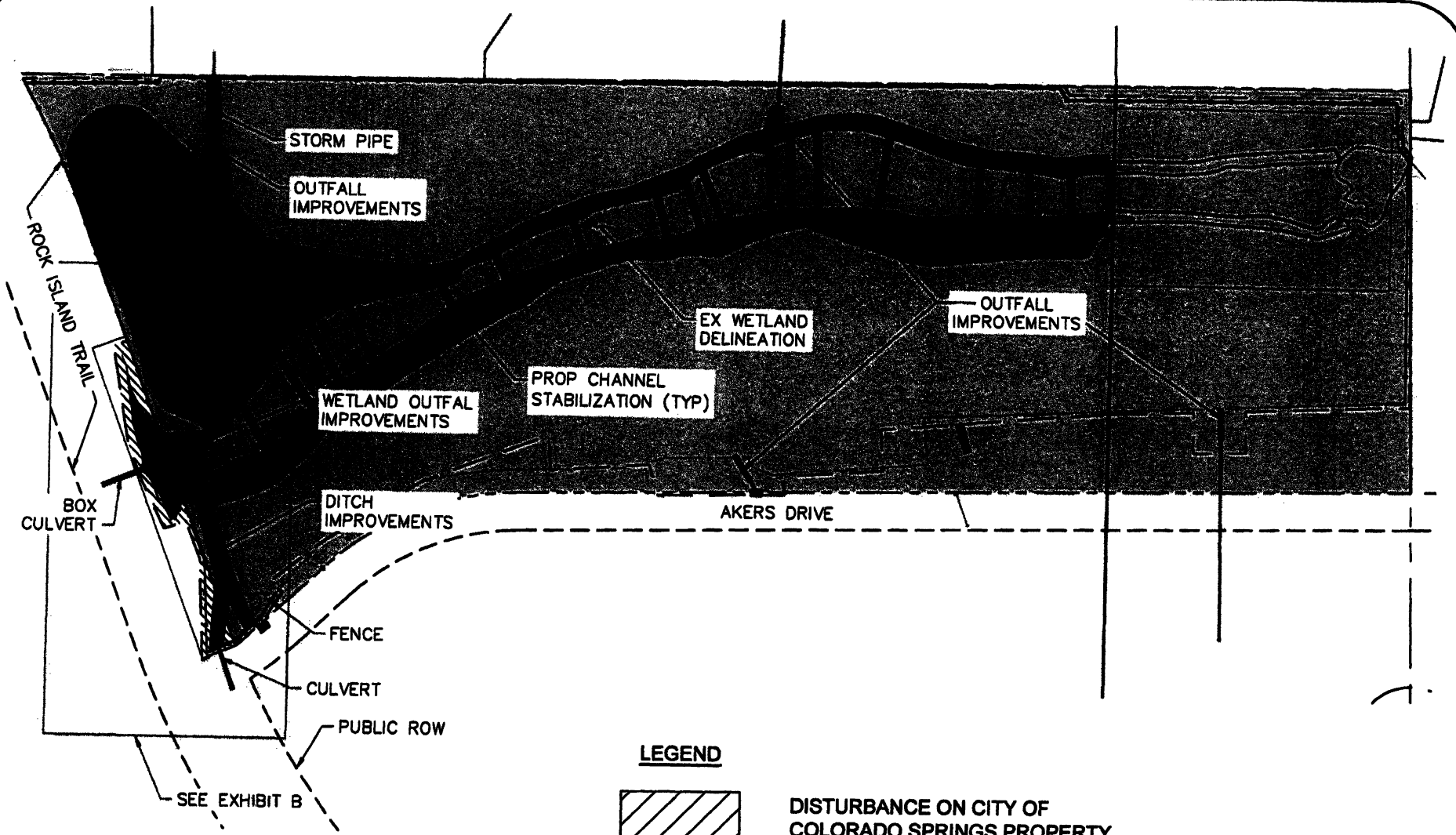
- DISTURBANCE ON CITY OF COLORADO SPRINGS PROPERTY
- AREA WITH PROPOSED GRADING
- EPC PROPERTY
- LIMITS OF DISTURBANCE
- PROPERTY LINE

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

EXHIBIT B
Improvements on COS Property

Kimley»Horn



LEGEND

- DISTURBANCE ON CITY OF COLORADO SPRINGS PROPERTY
- AREA WITH PROPOSED GRADING
- EPC PROPERTY
- LIMITS OF DISTURBANCE
- PROPERTY LINE

NORTH

GRAPHIC SCALE IN FEET
0 150 300 600

EXHIBIT A
Overview of Improvements

Kimley»Horn
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2 N NEVADA AVE, #900, COLORADO SPRINGS, CO 80903
PHONE: 719-453-0180

AKERS WETLAND
EL PASO COUNTY, COLORADO
PROPOSED GRADING PLAN - OVERVIEW
FOR REVIEW ONLY NOT FOR CONSTRUCTION
Kimley»Horn
PROJECT NO. 196441000
DRAWING NAME
4.0
kimley»horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
2 North Nevada Avenue, Suite 900
Colorado Springs, Colorado 80903 (719) 453-0180
DESIGNED BY: TDS
DRAWN BY: TDS
CHECKED BY: EAP
DATE: 1/5/2023
NO. REVISION BY DATE APPR
THE RANGE AT SPRINGS RANCH FILING NO. 2
PROP WILDLIFE FENCE
AREA NOT TO BE DISTURBED
TIE PROP WILDLIFE FENCE INTO PROP CHAIN LINK FENCE
TIE EX FENCE INTO PROP CHAIN LINK FENCE
TIE PROP CHAIN LINK FENCE INTO PROP WILDLIFE FENCE
TYPE L RIPRAP APRON SEE SHEET 6.0
EX 24" RCP
EX RIPRAP CHUTE TO BE REMOVED
PROPERTY LINE
AKERS DRIVE
EX 30" RCP
EX 4' CONCRETE HEADWALL
EX RIPRAP
REGENERATIVE STORMWATER CONVEYANCE (RSC) - TYPICAL SEE SHEET 6.2
PROP CHAIN LINK FENCE
HAY BALE SILL SEE SHEET 6.0
CONTRACTOR TO GRADE OUT ALL HEAD CUTS IN 4 LOCATIONS SHOWN OR AS FLAGGED BY ENGINEER
EX GATE (TO REMAIN)
EX 18" RCP
EX CURB INLET
EX FENCE (TO REMAIN)
EX WETLAND DELINEATION
EX MH
DAYLIGHT EX 18" RCP
EX FENCE TO BE REMOVED
EX FENCE INTO PROP CHAIN LINK FENCE
EX CURB INLET
EX 48" FES
EX 60" FES
EX 60" RCP
EX FENCE
TIE PROP WILDLIFE FENCE INTO PROP CHAIN LINK FENCE
EX RIPRAP CHUTE TO BE REMOVED
PROP WILDLIFE FENCE
ROCK ISLAND TRAIL
EX 6.7' WIDE X 6.5' HIGH RIDGE
PROP BOULDER GRADE CONTROL (NON-GROUTED) STEP-POOL SEE SHEET 6.1
NORTH
GRAPHIC SCALE IN FEET
0 50 100 200
811 Know what's below. Call before you dig.
Plotted By: brenda.ary Date Saved: Wednesday, February 14, 2024 - 8:39:22am K:\DEN_WaterResources\196441000 El Paso Mitigation\CAD\Plan Sheets\SSWP\PROPOSED GRADING.dwg Brenda.Ary 2/13/2024 12:39 PM