BOCC

RESOLUTION NO. 25-339

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

RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN EL PASO COUNTY AND MOUNTAIN VIEW ELECTRIC ASSOCIATION REGARDING THE NEW SANTA FE REGIONAL TRAIL

WHEREAS, El Paso County ("Licensor") owns real property located in El Paso County, Colorado along Old Denver Road between the Town of Monument and Baptist Road, commonly referred to as the New Santa Fe Regional Trail, at El Paso County Tax Schedule No. #7126000009 (hereinafter "Property"); and

WHEREAS, Mountain View Electric Association ("Licensee") wishes to install, construct, reconstruct, operate, use, maintain, repair, replace, and/or remove one or more electrical service lines and related surface and subsurface equipment, broadband fiber, fixtures, improvements, and appurtenances (the "Improvements") to serve the Licensee's property adjacent to the Property; and

WHEREAS, the Licensor is agreeable to allowing the installation of the Improvements by the Licensee on, over, across, and through the Property at four (4) locations to connect to an existing Mountain View Electric Association electrical distribution network, so that electrical service can be provided to the Licensee's property; 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 under this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby approves the License Agreement attached hereto as Exhibit A subject to the terms and conditions cited therein.

Done this 9th day of December, 2025 at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

ATTEST:

By: _____
County Clerk and Recorder

By: _____
Chair, Board of County Commissioners

Steve Schleiker
12/10/2025 09:21:05 AM
Doc $0.00 18
Rec $0.00 Pages

El Paso County, CO
225106831

Resolution No. 25-339
Exhibit A

REVOCABLE LICENSE AGREEMENT

Mountain View Electric Association

THIS REVOCABLE LICENSE AGREEMENT (hereinafter "Agreement") dated and delivered this ____ day of ____ 2025, 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 **Mountain View Electric Association**, whose address is **11140 E. Woodmen Road, Falcon CO, 80831** (the "Licensee"). The Licensor and the Licensee may be referred to herein individually as Party or collectively as the Parties.

RECITAL:

WHEREAS, the Licensor owns real property located in El Paso County, Colorado adjacent to and east of Old Denver Road, north of Baptist Road, in Monument, Colorado commonly referred to as the New Santa Fe Regional Trail, identified as Parcel # 7126000009 (hereinafter "Property"); and

WHEREAS, the Licensee wishes to install, construct, reconstruct, operate, use, maintain, repair, replace, and/or remove one or more electrical service lines and related surface and subsurface equipment, broadband fiber, fixtures, improvements, and appurtenances (the "Improvements") to serve the Licensee's property adjacent to the Property; and

WHEREAS, the Licensor is agreeable to allowing the installation of the Improvements by the Licensee on, over, across, and through the Property at four (4) locations to connect to an existing Mountain View Electric Association electrical distribution network, so that electrical service can be provided to the Licensee's property; 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 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 the Licensee a license to construct, reconstruct, operate, use, maintain, repair, replace, and/or remove the Improvements, and for ingress and egress for those purposes, on the portions of the Property legally described and depicted in Exhibit A, attached hereto and incorporated herein by reference (the "Licensed Premises"). 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 and its employees, contractors, engineers, agents, servants and invitees for any lawful purposes associated with the installation, maintenance, and repair of the Improvements.

Licensee agrees to pay a fee of $186.32 to the Licensor for the use of the Licensed Premises. Licensee shall be responsible for all costs and fees and for construction of the Improvements. The Improvements shall be owned by the 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 until Licensor requires the Licensed Premises for other public purposes, or unless sooner terminated in whole or in part by any Party as more fully set forth in Paragraph 5 below.

4. Additional License Terms.

a. Utilities. Licensee is responsible to ensure no damage occurs to existing utility and other installations that may be present during installation, maintenance or repair of the Improvements. Licensor reserves the right to issue permits allowing installation of utilities in the Licensor's Property. Licensee shall not interfere with these installations, which will take precedence over any Improvements now in place or installed in the future. If any utility installation damages all or any portion of the permitted Improvements within the Licensed Premises, Licensor shall have no liability to Licensee for such damages.

b. Damage. Licensee is responsible for reimbursing Licensor for the repair of any damage to Licensor's property or improvements resulting from their operations. Licensee shall hold Licensor, its elected officials, appointees, officers, and employees free and harmless from all risk of injury or damage to Licensee, property of Licensee, and Licensee's agents, employees, assigns and successors or others which may result from normal maintenance activities performed by Licensor.

c. Restoration of the Licensed Premises During and After Installation of the Improvements: During and immediately following installation and construction of the Improvements, Licensee, as near as reasonably practicable, 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 New Santa Fe Regional Trail is disturbed, it shall be rebuilt to El Paso County Park's Tier I Trail specifications in effect at the time and which are currently set forth in Exhibit B. Should a vegetated area be disturbed, whether through the installation, construction, reconstruction, operation, maintenance, repair, replacement, and/or removal of the Improvements, the disturbed area shall be revegetated using the low-grow seed mix as specified in Exhibit C. Trees or shrubs that are removed during the aforementioned processes do not need to be replaced but shall be revegetated with the specified low-grow seed mix.

d. Licensor's Need for Property. Licensor will not replace or relocate any Improvements placed within the Licensed Premises if Licensor has to remove Improvements, in whole or in part, for any reason including but not limited to safety, maintenance, or construction. At the time Licensor's construction or maintenance operations begin, this License will be suspended. The License may be reinstated for the remaining term upon completion of the construction.

e. Maintenance of Improvements. As the Improvements will be a part of Licensor's Property, Licensee is expected to maintain the Improvements in an acceptable manner. Upon notice of any deficiency in the Improvements, either: a) by Licensor; or b) by its own observation; or c) by any other means, Licensee shall take action as soon as possible, but not later than fifteen (15) working days after the mailing date of written notice from Licensor, to correct the deficiency and to protect the safety of the public. In the event Licensee, for any reason, does not or cannot correct the deficiency within fifteen (15) working days of written notice as contemplated above, or demonstrate that action satisfactory to cure such default has been commenced and will be completed in a timely manner, or otherwise demonstrated that no deficiency exists, Licensor reserves the right to correct the deficiency and to bill Licensee for the reasonable costs of such work. Licensee shall pay any such bill within thirty (30) days after receipt. Under these circumstances, Licensor shall only correct the deficiency to the extent it affects use of the Property and/or the public's health, safety, and welfare.

f. Maintenance of Property. As part of its normal maintenance and repair operations, Licensor may drive across or work adjacent to the Licensed Premises. Though Licensor shall take reasonable care when doing so, Licensor shall not be responsible to Licensee for any damage to the Improvements that may occur in the course of maintenance or repair operations.

g. Natural Disasters. Licensor shall not be liable to Licensee in the event of an emergency, such as a fire, flood, or other natural cause which damages the Licensed Premises or the Improvements. In the event the Licensed Premises are damaged due to a natural disaster, the Licensee may return the Licensed Premises and its Improvements to their original condition at Licensee's sole expense. If Licensee chooses not to replace or repair the Improvements and instead wishes to terminate the License Agreement, the provisions of paragraph 5.b. below apply.

5. Termination.

a. Termination by Licensor. Licensor at any time and 1) for any valid public purpose, as determined at Licensor's sole discretion, or 2) upon violation of any term of the License by the Licensee, shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensee. Upon such termination, Licensor may direct Licensee to remove all or a portion of the Improvements from the Licensed Premises at its sole expense, and Licensee shall restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

b. Termination by Licensee. Licensee at any time shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensor. Upon termination by Licensee of the License on all or part of the Licensed Premises,

and if requested by Licensor, Licensee shall remove the Improvements within the 30-day notice period at its own expense and restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

c. Effect of Termination. Upon termination of the License on all or part of the Licensed Premises by either Party, Licensee shall not be entitled to the payment of any compensation or just compensation under any cause of action at law or in equity for the retaking of the Licensed Premises or removal or relocation of the Improvements. If the License is terminated on only a portion of the Licensed Premises, the Parties shall retain their respective rights and obligations under this Agreement with respect to the remaining portions of the Licensed Premises, and Licensee shall not have any further rights or obligations with respect to any part of the Licensed Premises for which the License has been terminated.

6. 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.

7. Condition of the Licensed Premises, Obligation to Make Repairs, Obligation to Remain in Compliance with Laws: 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 sole obligation to maintain and make any necessary repairs to the Improvements and to do so in full compliance with applicable state, federal, or local laws, regulations, and ordinances.

Licensee agrees for itself and its successors and assigns that it will not unreasonably interfere in any way with the Licensor's primary purpose and use of the Licensed Premises, which is for public trail purposes. Additionally, the 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 Improvements 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. Licensee and its successors and assigns shall have the right, upon ten (10) days' written notice to the Licensor and at its own expense, to remove objects interfering with the construction, maintenance, operation, control or use of the Improvements, to restore grade, or to relocate the Improvements in order to remove the interference.

8. Liability and Governmental Immunity. 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 and its contractor's, agent's, and employee's failure to comply with the terms of this Agreement, failure to maintain the Improvements in a safe condition, or for use of the Licensed Premises, but only to the extent such damages, loss, cost, expense, and liabilities are due to or arising from Licensee or its contractor's, agent's, or employee's acts or omissions, but not as to actions of, or use of the Licensed Premises by, the general public.

Licensee shall be liable for all damages, loss, cost, expense, and liabilities of any kind or nature resulting from or in connection with Licensee and its contractor's, agent's, and employee's failure to comply with the terms of this Agreement, failure to maintain the Improvements in a safe condition, or for use of the Licensed Premises. Nothing in this section shall be deemed to waive or otherwise limit the defense available to the Licensor pursuant to the Colorado Governmental Immunity Act, §§24-10-101, C.R.S., et seq. or as otherwise provided by law.

9. 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.

10. 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 Improvements described herein.

11. Right to Inspect: Licensor may enter upon the Licensed Premises at any time and without notice to inspect the condition of the Licensed Premises.

12. 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.

13. No Third-Party Beneficiaries. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages or to bring any legal action or other proceeding against any Party hereto for any breach or other failure to perform this Agreement.

14. Entire Agreement: This Agreement, together with the exhibits 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 Licensee in the event the Licensor agrees to an assignment of the Agreement.

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 and email 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:

BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

By: _____

Chair

Licensee:

MOUNTAIN VIEW ELECTRIC ASSOCIATION

By: _____

Its: Director of Engineering

Attest:

_____

County Clerk and Recorder

Approved as to Form:

OFFICE OF THE COUNTY ATTORNEY

By: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, Chair, Board of County Commissioners of the County of El Paso, State of Colorado, and as attested to by Steve Schleiker, County Clerk and Recorder.

WITNESS my hand and official seal.

My commission expires: _____.

My address is: _____.

Notary Public: _____

Licensee:

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

The foregoing instrument was acknowledged before me this 17th day of November 2025 by DAVID WARNER as Director of Engineering of **Mountain View Electric Association**.

WITNESS my hand and official seal.

My commission expires: 8/11/2027.

My address is: 11140 E. Woodmen Rd, Falcon, Co 80831.

Notary Public: _____

LAURA J HUTSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964022088
MY COMMISSION EXPIRES 8/11/2027

EXHIBIT A

LICENSED PREMISES

CENTENNIAL
LAND SURVEYING

LEGAL DESCRIPTION

20 FOOT MVEA LICENSE AREA
A TRACT OF LAND LOCATED IN SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO;

BASIS OF BEARING
ALL BEARINGS DESCRIBED HEREON ARE BASED UP ON THE SOUTH LINE OF LOT 4, CONEXUS FILING NO. 2, AS RECORDED UNDER RECEPTION NO. 222715014 OF THE RECORDS OF EL PASO COUNTY, COLORADO; BEING MONUMENTED AT EACH END BY A REBAR WITH PLASTIC ORANGE SURVEYOR'S CAP, PLS 37909, RECORDED AS BEARING S89°54'40"E WITH A DISTANCE OF 669.92 FEET;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE S89°15'32"W ACROSS LOT 2 OF SAID CONEXUS FILING NO. 2, A DISTANCE OF 392.96 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 2 AND BEING THE POINT OF BEGINNING;

THENCE S76°25'05"W ACROSS THE SANTA FE REGIONAL TRAIL, A DISTANCE OF 100.87 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF OLD DENVER ROAD AS RECORDED UNDER RECEPTION NO. 208029077 OF SAID RECORDS;

THENCE N24°17'12"W ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 20.35 FEET;

THENCE N76°25'05"E, A DISTANCE OF 100.89 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 2;

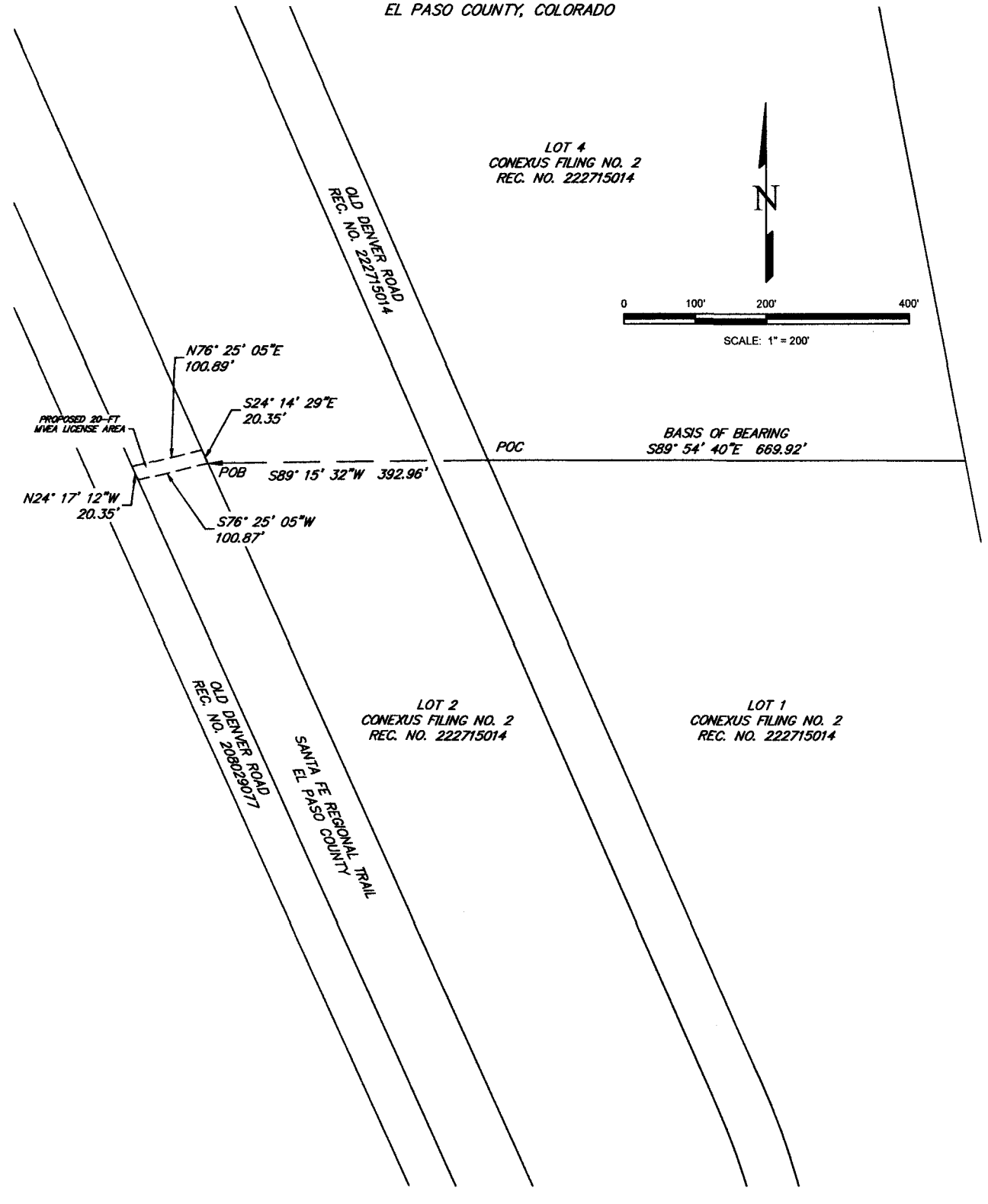
THENCE S24°14'29"E ALONG THE WESTERLY BOUNDARY OF SAID LOT 2, A DISTANCE OF 20.35 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 2017.6 SQUARE FEET MORE OR LESS.

MICHAEL J. MUIRHEID, PLS
COLORADO NO. 37909
FOR AND ON BEHALF OF CENTENNIAL LAND SURVEYING

EXHIBIT B

20-FT MVEA LICENSE AREA
LOCATED IN SECTION 23, TOWNSHIP 11 SOUTH
RANGE 67 WEST OF THE 6TH P.M.
EL PASO COUNTY, COLORADO



CENTENNIAL LAND SURVEYING

16115 NORTHCLIFF SQ.
ELBERT, CO 80106
(719) 492-6540

PROJECT: MVEA SANTA FE TRAIL 20-FT LICENSE AREA			
DATE: 10/31/25	BY: MJM	CHKD: RS	
JOB NO. 250724	SHEET NO. 2 OF 2		

CENTENNIAL
LAND SURVEYING

LEGAL DESCRIPTION

30 FOOT MVEA LICENSE AREA
A TRACT OF LAND LOCATED IN SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO;

BASIS OF BEARING
ALL BEARINGS DESCRIBED HEREON ARE BASED UP ON THE SOUTHERLY LINE OF TRACT B, CONEXUS BUSINESS PARK FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 220714521 OF THE RECORDS OF EL PASO COUNTY, COLORADO; BEING MONUMENTED AT EACH END BY A REBAR WITH PLASTIC YELLOW SURVEYOR'S CAP, PLS 24964, RECORDED AS BEARING N39°26'53"E WITH A DISTANCE OF 808.82 FEET;

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT B;

THENCE N07°48'05"W, ALONG THE WEST LINE OF SAID TRACT B, A DISTANCE OF 231.12 FEET TO THE POINT OF BEGINNING;

THENCE N89°46'01"W, A DISTANCE OF 27.18 FEET;

THENCE S72°35'22"W, A DISTANCE OF 70.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF OLD DENVER ROAD AS RECORDED UNDER RECEPTION NO. 208029077 OF SAID RECORDS;

THENCE N07°53'24"W ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 30.42 FEET;

THENCE N72°35'22"E, A DISTANCE OF 70.20 FEET;

THENCE S89°46'01"E, A DISTANCE OF 27.60 FEET TO A POINT ON THE WEST LINE OF SAID TRACT B;

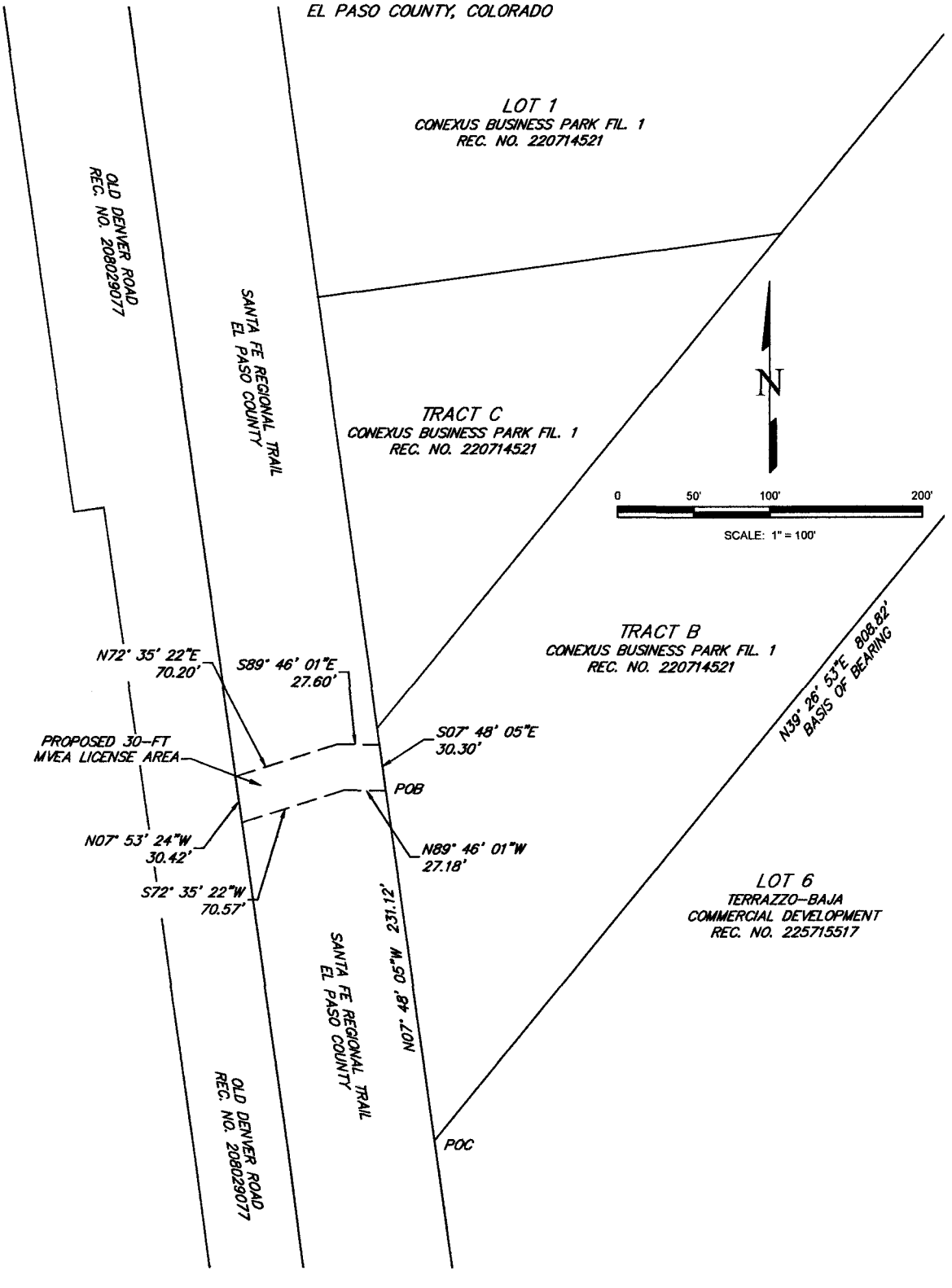
THENCE S07°48'05"E ALONG THE WEST LINE OF SAID TRACT B, A DISTANCE OF 30.30 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 2933.3 SQUARE FEET MORE OR LESS.

MICHAEL J. MUIRHEID, PLS
COLORADO NO. 37909
FOR AND ON BEHALF OF CENTENNIAL LAND SURVEYING

EXHIBIT B

30–FT MVEA LICENSE AREA
LOCATED IN SECTION 26, TOWNSHIP 11 SOUTH
RANGE 67 WEST OF THE 6TH P.M.
EL PASO COUNTY, COLORADO



CENTENNIAL LAND SURVEYING	16115 NORTHCLIFF SQ. ELBERT, CO 80106 (719) 492-6540	PROJECT: MVEA SANTA FE TRAIL 30–FT LICENSE AREA		
		DATE: 10/31/25	BY: MJM	CHKD: RS
		JOB NO. 250724	SHEET NO. 2 OF 2	

CENTENNIAL
LAND SURVEYING

LEGAL DESCRIPTION

20 FOOT MVEA LICENSE AREA
A TRACT OF LAND LOCATED IN SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO;

BASIS OF BEARING
ALL BEARINGS DESCRIBED HEREON ARE BASED UP ON THE SOUTHERLY LI NE OF LOT 6, TERRAZZO-BAJA COMMERCIAL DEVELOPMENT AS RECORDED UNDER RECEPTION NO. 225715517 OF THE RECORDS OF EL PASO COUNTY, COLORADO; BEING MONUMENTED AT EACH END BY A REBAR WITH PLASTIC ORANGE SURVEYOR'S CAP, PLS 37909, RECORDED AS BEARING N75°19'11"E WITH A DISTANCE OF 333.07 FEET;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6;

THENCE N07°48'05"W ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 295.45 FEET TO THE POINT OF BEGINNING;

THENCE S82°28'50"W, A DISTANCE OF 100.18 FEET ACROSS THE SANTA FE REGIONAL TRAIL TO A POINT ON THE EASTERLY RIGHT OF WAY OF OLD DENVER ROAD AS DESCRIBED UNDER RECEPTION NO. 208029077 OF SAID RECORDS;

THENCE 07°16'51"W ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 20.00 FEET;

THENCE N82°28'05"E, A DISTANCE OF 100.00 FEET ACROSS THE SANTA FE REGIONAL TRAIL TO A POINT ON THE WEST LINE OF SAID LOT 6;

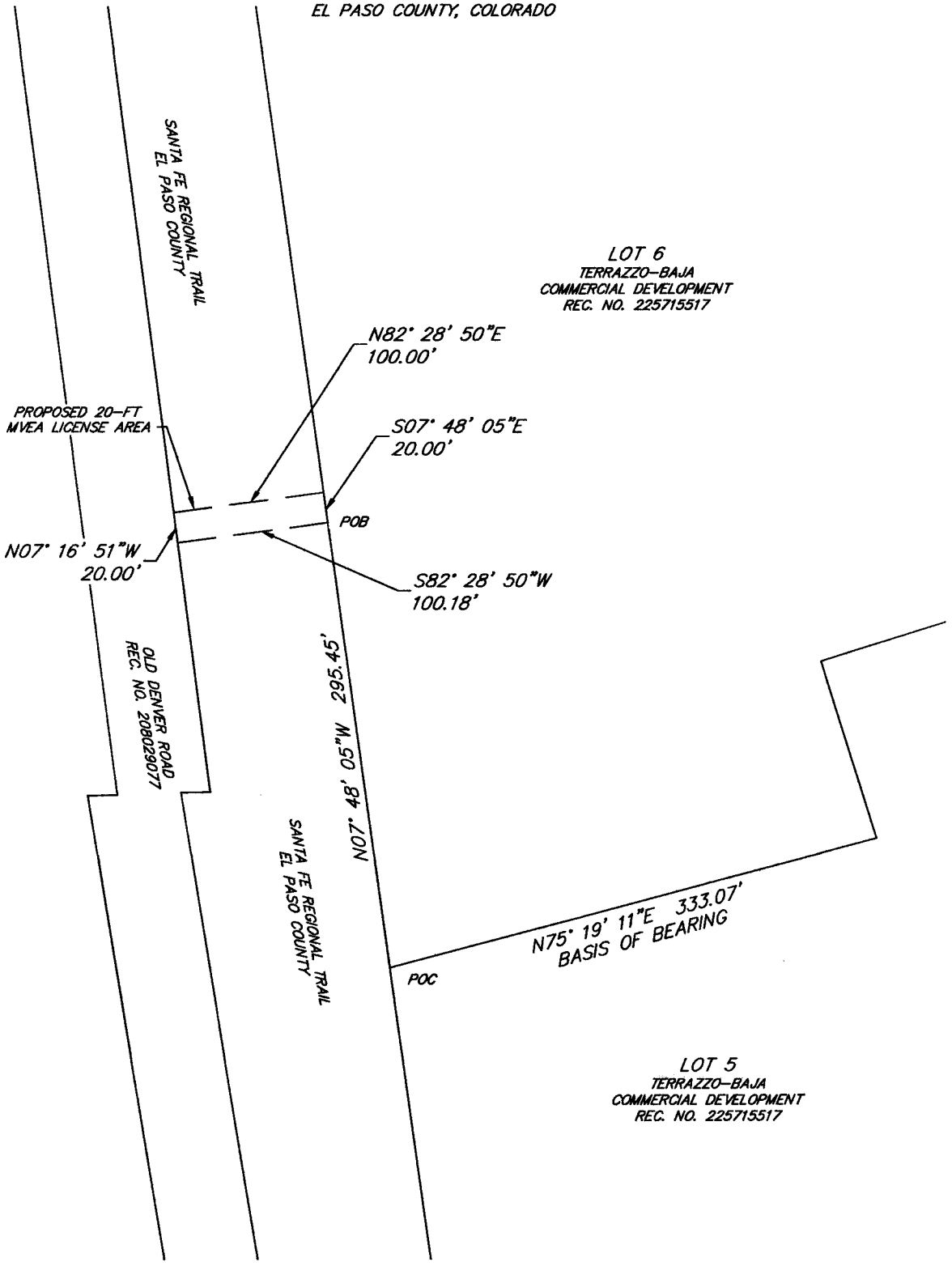
THENCE S07°48'05"E ALONG SAID WEST LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 2000.7 SQUARE FEET MORE OR LESS.

MICHAEL J. MUIRHEID, PLS
COLORADO NO. 37909
FOR AND ON BEHALF OF CENTENNIAL LAND SURVEYING

EXHIBIT B

20–FT MVEA LICENSE AREA
LOCATED IN SECTION 26, TOWNSHIP 11 SOUTH
RANGE 67 WEST OF THE 6TH P.M.
EL PASO COUNTY, COLORADO



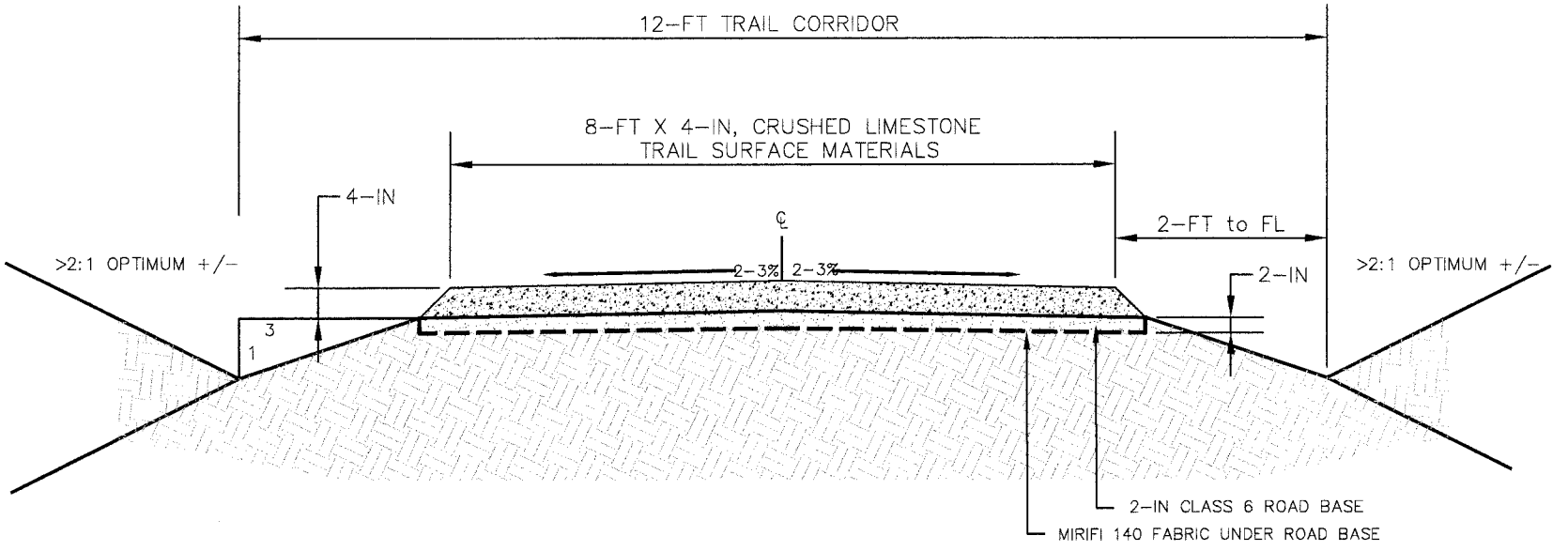
CENTENNIAL LAND SURVEYING
16115 NORTHCLIFF SQ.
ELBERT, CO 80106
(719) 492-6540

PROJECT: MVEA SANTA FE TRAIL 20–FT LICENSE AREA			
DATE: 10/31/25	BY: MJM	CHKD: RS	
JOB NO. 250724	SHEET NO. 2 OF 2		

EXHIBIT B

TIER I 8-FT DETAIL

NOT TO SCALE



EL PASO COUNTY TYPICAL DETAILS

PRODUCT OF EL PASO COUNTY
WHICH RETAINS ALL COMMON LAW,
STATUTORY AND OTHER RESERVED
RIGHTS, INCLUDING THE COPYRIGHT.

REVISION	DATE
Tier I w/ Fabric	4-19-2017

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

EL PASO COUNTY TYPICAL TRAIL DETAILS

TIER I TRAIL

******

EL PASO COUNTY, COLORADO

© 2017 EL PASO COUNTY

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 C

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	