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RESOLUTION NO. 26 - 252

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

RESOLUTION TO APPROVE A NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT AND TEMPORARY LICENSE AGREEMENT WITH COLORADO SPRINGS UTILITIES FOR THE INSTALLATION OF A SANITARY SEWER LINE ACROSS THE NEW SANTA FE REGIONAL TRAIL

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1)(c)-(d), 30-11-102, 30-11-103, and 30-11-107(1)(a), the Board of County Commissioners of El Paso County, Colorado ("Board") has the authority sell or convey real property owned by El Paso County ("County") or any interest therein when deemed by the Board to be in the best interests of the County; and

WHEREAS, the County operates and maintains the New Santa Fe Regional Trail on and across real property owned by the County ("Property") as right-of-way for the New Santa Fe Regional Trail, located in unincorporated El Paso County south of Baptist Road and west of Interstate 25; and

WHEREAS, Colorado Springs Utilities ("CSU") desires to install, own, and operate a sanitary sewer line running generally northward across the New Santa Fe Regional Trail ("Trail") at a point outside the boundaries of the United States Air Force Academy ("USAFA"), subject to the terms and conditions of the Non-Exclusive Permanent Easement Agreement attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, CSU also desires to temporarily utilize a portion of the Trail that lies within the boundaries of USAFA for construction traffic, subject to the terms and conditions of the Temporary License Agreement attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, CSU desires to utilize the County's Property for purposes that include, but are not limited to: installation of a sanitary sewer line and other related equipment and fixtures and as incident thereto, and in connection therewith, to construct, maintain, and operate the sanitary sewer line, 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 Board has determined that it is in the best interests of El Paso County and its citizens to grant to CSU a Non-Exclusive Permanent Easement and License on the Property subject to the Agreements attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners hereby approves the Non-Exclusive Permanent Easement Agreement and Temporary License Agreement between El Paso County and Colorado Springs Utilities, attached hereto as Exhibits A and B respectively, subject to the terms and conditions cited therein.

DONE THIS 25th day of August, 2026 at Colorado Springs, Colorado.

ATTEST:

Steve Schleiker
County Clerk & Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Carrie Geitner, Chair

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT
North Monument Creek Interceptor/Santa Fe Trail

This Non-Exclusive Permanent Easement Agreement ("Agreement") is made and entered into this _____ day of _____ 20____, by and between El Paso County by and through the Board of County Commissioners of El Paso County, Colorado ("Grantor"), whose address is 200 South Cascade Avenue, Colorado Springs, Colorado, 80903 and the City of Colorado Springs, a Colorado home rule city and municipal corporation, on behalf of its enterprise Colorado Springs Utilities ("Grantee"), whose address is 30 S. Nevada Avenue, Colorado Springs, Colorado 80903. Both Grantor and Grantee may hereinafter be collectively referred to as the "Parties."

Recitals

WHEREAS, Grantor owns real property (the "Property"), described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Grantee desires to construct and operate an extension of Grantee's wastewater collection system on the Property; and

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

Agreement

1. Conveyance of Permanent Easement. Grantor hereby grants and conveys to the Grantee a perpetual non-exclusive easement (the "Permanent Easement") to enter, occupy and use the Property described in Exhibit "B" attached hereto and incorporated herein by this reference, to construct, maintain, change, renew, relocate, enlarge and operate pipeline(s), one or more, for the collection and transmission of wastewater and the monitoring and control thereof, including the necessary tracer wires, telecommunications lines or devices, and any fixtures or appurtenances as incident thereto, and in connection therewith, to construct, maintain, operate, relocate (within the easement area) and enlarge such wastewater pipeline(s) and appurtenances thereto, including but not limited to manholes, tracer wires, telecommunication lines or devices or other apparatus being installed, (the "Improvements") in, through, over and across the Permanent Easement.

2. Easement Map. Exhibit "C", attached hereto and incorporated herein by this reference, is a graphic representation of the Permanent Easement. In the event the legal description set forth in Exhibit B is inconsistent with the graphic representation in Exhibit C, the legal description in Exhibit B shall control.

3. Ingress and Egress. Grantee may access the Permanent Easement from any property owned by Grantor only through the use of existing or future access easements from or access agreements with Grantor. Such access may be utilized to perform inspection, construction, reconstruction, operation, use, maintenance, repair, replacement or removal of the Improvements.

4. Additional Construction. Grantee shall have the right to lay, construction, maintain, operate, alter, repair, patrol, remove, change the size of or replace, at any time or from time to time, one or more additional Improvements and appurtenances thereto within the Permanent Easement. Such right shall not be lost by mere passage of time, and Grantor shall not stop, hinder, or impede construction of such additional improvements or limit the same.

5. Grantor's Rights Unaffected. Except as provided in Paragraph 6 hereof, Grantor shall retain the right to make full use of the Property, except for such use as might endanger or interfere with the rights of Grantee in its construction, operation or maintenance of the Improvements.

6. Surface Installations. Grantor shall notify Grantee in writing of any structure or building that Grantor desires to construct or place on any part of the Permanent Easement. Such notice shall include all engineering and construction plans and any other information necessary for Grantee to evaluate the impact of such structure or building on the Improvements. Grantor shall work with Grantee to ensure that any such structure or building does not negatively impact Improvements. No structure or building may be erected on any part of the Permanent Easement without the mutual agreement of the Parties. Any structure or building constructed or place on, in, above, or under the Permanent Easement without the mutual consent of the Parties as detailed above, may be removed Grantee without liability for damages arising therefrom and Grantor shall reimburse Grantee for all expenses associated with removing such violating structure or building. As used in this provision, "structure(s)" and "building(s)" include, but are not limited to the following: dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, playhouses, or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, dog runs, basketball/sports courts, retaining walls, posts, or poles. Notwithstanding the foregoing, the Parties acknowledge and agree that as of the date of the Agreement, Grantee owns existing permanent Improvements within the Permanent Easement and no further consent of Grantor is required with respect to such Improvements.

The Grantor shall not undertake to construct or place improvements within the Permanent Easement that necessitate the relocation, reconstruction, removal, or abandonment of any of the Improvements that are located within the Permanent Easement.

Grantor reserves use of the Permanent Easement, whether longitudinal or otherwise, for installing public improvements including but not limited to pavement, curbs, gutters, sidewalks, paved parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonable removed and erected again such as stone, brick, or other masonry type fence or walls), structures or buildings that do not interfere with Grantee's use of the Permanent Easement, trails with use limited to walking, bicycling, and horse-back riding, low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee and Grantor (the "Grantor's Improvements"); provided, however, that the exercise of such rights, in the mutual agreement of the Parties, does not and will not injure or interfere with, now or in the future, any of the rights provided to Grantee under this Agreement, including, but not limited to, Grantee's rights of maintenance and reasonable access.

The foregoing notwithstanding, in no event shall Grantor:

(1) Construct or place, longitudinally along or otherwise within the Permanent Easement, any tree, underground pipeline, cable, wire, conduit or other utility without the prior written consent of Grantee, which shall not be unreasonably withheld or delayed; or

(2) Change, by excavation or filling, the present grade or ground level of the Permanent Easement by more than one foot without the prior written consent of Grantee.

Grantor shall control and, to the extent reasonably necessary, prevent the construction or alteration within the Permanent Easement of landfills, land excavation, water impoundments, and other land use which might endanger or interfere with ant Improvements, including Grantee's rights of maintenance and reasonable access.

7. Surface Restoration to Land. Grantee shall replace, repair or reimburse Grantor for the reasonable cost of replacement or repair for any physical damage done by or resulting from action or operations of Grantee to the Property or any of Grantor's Improvements thereon, whether within or outside the Permanent Easement. Grantee, in construction, using, patrolling, maintaining, repairing or altering the Improvements, shall promptly restore, replace, or repair the surface of the Permanent Easement to as close to its condition immediately prior to such work as may be reasonably possible. Notwithstanding the foregoing, Grantee shall not be liable for damage to structures, buildings, or any other articles whatsoever, constructed or installed on the Permanent Easement in violation of the terms of this Agreement, including, but not limited to, any tree(s) which interfere with the Improvements or the rights granted herein.

8. Maintenance of Permanent Easement. Grantee shall have the right from time to time to cut, trim, control, and remove trees, brush and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Permanent Easement or with the operation, maintenance, repair and patrolling of the Improvements without liability for damages arising therefrom, at the sole cost and expense of the Grantee.

9. Reserved

10. Subjacent and Lateral Support. Grantor shall not impair the lateral or subjacent support for the Improvements. Grantee shall not impair the lateral or subjacent support for the Property either within or outside the Permanent Easement, or any of Grantor's Improvements thereon.

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

12. Nature of Easement and Additional Uses. This Permanent Easement shall be permanent and run with the land. It shall also be deemed to touch and concern the land. Exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sound discretion of Grantee. Grantee agrees to permit and authorize such other uses of the Permanent Easement, not reserved in Grantor, as will not impair Grantee's rights upon such reasonable terms, limitations, and conditions as Grantee shall find reasonably necessary to protect the right of occupancy of the Permanent Easement for Grantee's purposes without undue or unnecessary injury to or impairment of the estate retained by Grantor.

13. No Third Party Beneficiaries. Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

14. Mechanics' and Materialmen's Liens. In no event shall Grantee allow any mechanics' or materialmen's liens to attach against the Property for materials supplied or work performed at the request of, or for the benefit of, Grantee, and Grantee, to the extent expressly authorized by law, shall be solely responsible for any cost or expense, incurred by Grantor to release any such mechanic's or materialmen's liens against the Property.

15. Grantor Authority; AS IS condition; and Grantee's Responsibility to Obtain Other Approvals
The Grantor covenants that it has the authority to grant the easement to and use of the Property as set forth herein to the extent it is owned by the Grantor. Grantee agrees and understands that it commences its use of the Property "AS IS" and without any warranties of any kind or nature, including without any warranties as to the state of the Grantor's title to the Property. Grantee acknowledges that the Property is a public facility and that the Grantor cannot completely control or be responsible for the acts of the public (excluding Grantor's employees, agents, and representatives) within the Property. Grantor agrees and understands that

it is Grantee's responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: private property owners; the U.S. Army Corps of Engineers regarding wetlands impacts; the U.S. Fish and Wildlife Service regarding impacts to listed species including, but not limited to, Preble's Meadow Jumping Mouse; and the Regional Floodplain Administrator regarding floodplain issues.

16. Waiver. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants or agreements herein contained, or the failure of either party in any one or more instances to exercise any option, privilege or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants or agreements, and no forbearance by either party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

17. Severability. The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.

18. Entire Agreement. This Agreement 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 and signed by Grantee and Grantor.

19. Notice. All notices necessary or required under this Agreement ("Notice") 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 Grantee:
Colorado Springs Utilities
Land Resource and Facility Management
P.O. Box 1103, Mail Code 950
Colorado Springs, Colorado 80947-0950
Phone: (719) 668-7581

With a copy to: City of Colorado Springs
Real Estate Services
30 S Nevada Avenue, Suite 502
Colorado Springs, CO 80903
Phone: (719) 385-5920

If to Grantor:
Board of County Commissioners of El Paso County
Attn: Executive Director, El Paso County Parks Department
2002 Creek Crossing
Colorado Springs, Colorado 80906
Phone: (719) 520-6375
(or to the current owner of the Property)

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.

20. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of litigation, this Agreement shall be enforceable by either Colorado Springs Utilities or the City of Colorado Springs as provided in Colorado Springs City Code§ 12.1.109 as

may be amended from time to time, and/or by the El Paso County Board of County Commissioners. In the event of any dispute over the Agreement, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the District Court of El Paso County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.

21. Liability and Governmental Immunity. Each party agrees to be solely responsible for its own respective liability, if any, as a result of participating in this Agreement. Nothing in this section shall be deemed to waive or otherwise limit the defense available to either Party pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, C.R.S., et seq. or as otherwise provided by law.

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

GRANTOR:

(SEAL)

El Paso County

By: _____

Name: _____

Title: Chair, El Paso County Board of County Commissioners

Attest

By: _____
County Clerk and Recorder

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by _____ as Chair of the El Paso County Board of County Commissioners and attested to by _____, County Clerk and Recorder.

Witness my hand and official seal.

_____
Notary Public (SEAL)

APPROVED AS TO FORM:

_____
County Attorney's Office

GRANTEE: The City of Colorado Springs, Colorado,
a home rule city and Colorado municipal corporation
on behalf of its enterprise Colorado Springs Utilities

By: _____ Date: _____

Kellie Billingsley
Real Estate Services Manager
City of Colorado Springs

By: _____ Date: _____

Jessica Davis
Land Resource Manager
Colorado Springs Utilities

Approved as to Form:

_____
Jill Burris, Office of the City Attorney – Utilities Division

Exhibit A: Property description

Exhibit B: Easement legal description

Exhibit C: Easement map

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, RECORDED IN THE EL PASO COUNTY CLERK AND RECORDER'S OFFICE IN BOOK 5891 PAGE 176.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: JB
CHKD. BY: JN
DATE: 01/21/26
SCALE: 1" = 200

FILE: R13904
SHEET: 1 OF 3
W/O #:

PERMANENT EASEMENT

EXHIBIT "B"

A PORTION OF SAID PARCEL AS DESCRIBED IN EXHIBIT A, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

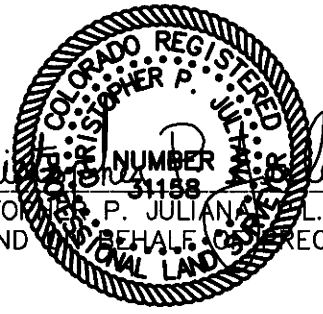
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, ASSUMED TO BEAR S89°12'48"W A DISTANCE OF 2635.48 FEET FROM A 3.25" BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 36 TO A 3.25" ALUMINUM CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 36;

BEGINNING AT A POINT ON SAID SOUTH LINE, SAID POINT BEARS N89°12'48"E A DISTANCE OF 181.66 FEET FROM SAID SOUTHWEST CORNER;

THENCE N31°48'25"W A DISTANCE OF 19.40 FEET; THENCE N75°27'17"W A DISTANCE OF 125.40 FEET TO THE SOUTH LINE OF RECEPTION NO. 209000978; THENCE N89°12'36"E ALONG SAID SOUTH LINE OF RECEPTION NO. 209000978 A DISTANCE OF 147.67 FEET; THENCE S31°48'25"E A DISTANCE OF 58.10 FEET TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36; THENCE S89°12'48"W ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36 A DISTANCE OF 46.68 FEET TO THE POINT OF BEGINNING; WHENCE SAID SOUTH QUARTER CORNER BEARS N89°12'48"E A DISTANCE OF 2453.82 FEET.

SAID PARCEL CONTAINS 3,999 SQUARE FEET OR 0.092 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



01/21/26

CHRISTOPHER P. JULIANA, P.L.S. 31158 — DATE

FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: JB
CHKD. BY: JN
DATE: 01/21/26
SCALE: 1" = 200

FILE: R13904
SHEET: 2 OF 3
W/O #:

PERMANENT EASEMENT

EXHIBIT "C"

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N31°48'25"W	19.40'
L2	N75°27'17"W	125.40'
L3	N89°12'36"E	147.67'
L4	S31°48'25"E	58.10'
L5	S89°12'48"W	46.68'

SE1/4 SECTION 35
T11S, R67W, 6TH P.M.
EL PASO COUNTY

DENVER AND RIO GRANDE RAILROAD

OWNER:
FOREST LAKES, LLC
REC. NO. 209000978

SW1/4 SECTION 36
T11S, R67W, 6TH P.M.
EL PASO COUNTY

OWNER:
COUNTY OF
EL PASO
BK. 5891
PG. 176

PERMANENT EASEMENT
AREA=3,999 S.F.± OR
0.092 ACRES±

S1/4 COR. SEC. 36
T11S, R67W, 6TH P.M.
FOUND 3.25" BRASS CAP

S. LINE
REC. NO 209000978

L3
L4
L2
L1
L5

SW COR. SEC. 36
SE COR. SEC. 35
T11S, R67W, 6TH P.M.
FOUND 3.25"
ALUMINUM CAP

N89°12'48"E
181.66'(TIE)

POINT OF BEGINNING

S. LINE SW1/4 SEC. 36
BASIS OF BEARING
S89°12'48"W 2635.48'

200 0 100 200

1 inch = 200 ft.

1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: JB
CHKD. BY: JN
DATE: 01/21/26
SCALE: 1" = 200

FILE: R13904
SHEET: 3 OF 3
W/O #:

PERMANENT EASEMENT

EL PASO COUNTY

TEMPORARY LICENSE AGREEMENT

THIS GRANT OF EL PASO COUNTY TEMPORARY LICENSE AGREEMENT FOR CONSTRUCTION ACCESS (hereinafter "License") is made and executed this _____, 2026 by EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (hereinafter referred to as "County" or "Licensor"), whose address is 200 South Cascade Avenue – Suite 100, Colorado Springs, CO 80903, and the City of Colorado Springs, a Colorado home rule city and municipal corporation, on behalf of its enterprise Colorado Springs Utilities ("Licensee"), whose address is 456 West Fontanero Street, Colorado Springs, Colorado 80907.

The County does hereby license temporary, non-exclusive access to the Licensee and their contractor(s), Garney Construction, for the limited purposes of utilizing County property to access adjacent land for construction of wastewater improvements (the "Improvements") and grading operations (the "Activities") adjacent to parts of the Santa Fe Regional Trail further identified as the ("Trail"), and as hereinafter legally described in Appendix A and subject to the terms, conditions, and special provisions contained herein.

DESCRIPTION AND PURPOSE OF LICENSE

The license granted herein is a non-exclusive, temporary access for the limited purposes of access reasonably necessary to conduct the Activities described above. Licensor is agreeable to allowing this access necessary to Licensee across the Trail to connect to the existing Donala Water and Sanitation District's sanitary sewer network and wastewater treatment facility.

Notwithstanding, Licensor and Licensee acknowledge that an additional easement may be granted from Licensor, to Licensee, for a specific portion of the Trail where that easement will grant additional rights of access and construction of the Improvements specifically on County property.

SPECIAL PROVISIONS:

- Once authorized by a properly executed and recorded easement, the Licensee and its contractor(s) may conduct earth moving/grading activities, and installation of sanitary sewer pipe and necessary appurtenances upon the County's fee property at the northeast corner of the intersection of the UPRR right of way and the north boundary of the USAFA ("County Property"); and in proximity to the Santa Fe Trail as it traverses USAFA, generally from Black Squirrell Creek to the north boundary of the USAFA. The contractor shall re-grade a portion of the surface of the County Property to accommodate surface cover over underground utilities, and shall utilize the Property and, in certain locations within and outside of USAFA, the Trail as access for grading and wastewater pipeline construction.

- Where and when required, the Trail will be temporarily detoured by the contractor to allow the Trail to remain open and unimpeded to park and trail users. Flaggers, signage, and alternate temporary routes must be utilized to warn of and guide trail users through the construction activity. If Licensee requires a temporary Trail closure, Licensee shall notify the County within 1 week of the proposed closure and obtain written or e-mailed approval from the County.

- The Licensee shall maintain the Trail in safe conditions throughout the duration of the project. Regular blading may be necessary to maintain a smooth and safe trail surface. Upon project completion, the Trail must be restored in full, which may require blading and rolling for proper

trail compaction as determined by the County. In the event that the trail and its subsurface are damaged beyond that which can be achieved through blading and compaction, the Trail must be rebuilt utilizing new trail materials to the El Paso County Tier I trail specifications found in Appendix B.

- Licensee shall replace, repair or reimburse County for the reasonable cost of replacement or repair for any physical damage done by or resulting from actions or operations of Licensee to the County Property or the Trail to include, but not limited to, trail surfacing and subsurface, fencing, drainage infrastructure, and signage. Licensee, in constructing, using, patrolling, maintaining, repairing or altering the Property or the Trail, shall promptly restore, replace, or repair the surface of the Property, Trail, or Trail easements to as close to its condition immediately prior to such work as may be reasonably possible, but no later than the expiration of this License.

- Should a vegetated area be disturbed during the Activities, the disturbed area shall be revegetated using the USAFA seed mix as specified in Exhibit "C." Trees that are removed on County property during the aforementioned processes do not need to be replaced but shall be revegetated with the specified seed mix.

- The Licensee shall access the project sites via public rights of way, USAFA permitted access points, easements upon private property and the Trail.

- Licensee shall coordinate and obtain the necessary permissions from USAFA and adjacent landowner(s) at all times during the duration of this License.

- Within 48 hours of the commencement of site access and the Activities, the Licensee shall notify Ben Dumakowski, North District Supervisor, El Paso County Parks Department. Ben may be contacted via cell phone at (719) 499-4917 or BenDumakowski@elpasoco.com. Alternate contacts may be Brian Bobeck, Park Operations Division Manager, at 719-520-7647; or Kyle Melvin, Park Operations Manager, at 719-499-6976.

DURATION OF LICENSE

The non-exclusive temporary access granted herein shall be valid from the date of execution through October 31, 2028; however, said temporary access may terminate sooner upon mutual agreement of the parties. If the Licensee needs additional time to perform the above-stated purposes on the Property, it shall request, in writing, an extension of time from the County.

COVENANTS

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

1. **Ingress and Egress.** Licensee shall have and may exercise the right of reasonable ingress and egress in, to, through, over, and across the Property or the Trail for access to and from the roads, highways, streets, alleys, trails, or any other point nearest to the Property or the Trail. To the maximum practicable extent, Licensee shall use existing gates, roads, trails and facilities to avoid disruption of the Licensor's operations on the Property or the Trail. (See Special Provisions)

2. **Licensor's Rights Unaffected.** The County shall retain the right to make full use of the Property or the Trail subject to any existing encumbrances provided however, the County shall not unreasonably interfere with Licensee's rights as set forth in this License for the purposes of completing the Activities.
3. **Surface Restoration to Land.** Licensee shall repair any physical damage done to the Property or the Trail by or resulting from its actions or operations. Licensee shall promptly restore, replace, re-vegetate, or repair the surface of the Property or the Trail to the original condition as near as may be reasonably possible. Licensee shall restore any disturbance to the Trail by installing 6" of compacted crushed limestone trail surfacing material over compacted native base. (See Special Provisions)

4. **Trail Closure.** Licensee shall not close the Trail pursuant to this License. If Licensee requires a Trail closure, Licensee shall obtain written approval from the County. (See Special Provisions)

5. **Subjacent and Lateral Support.** Licensee shall not impair the lateral or subjacent support of the Property or the Trail.

6. **Workmanship.** Licensee agrees to perform all work in a neat and workmanlike manner so as not to interfere with either the County's use of the Property or the Trail and without cost or liability to the County. Licensee shall take all necessary measures to protect the County, the County's employees, and the general public from its activities on the Property or the Trail.

7. **County Representation.** One or more County representatives may be present on the Property or the Trail during any of the Work activities under this License.

8. **Insurance.** Licensee is a self-insured "public entity" pursuant to C.R.S. § 24-10-103(5) and maintains sufficient self-insurance as required by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq. Licensee shall provide sufficient evidence thereof to the County, upon request.

9. **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 County and Licensee.

10. **Amendments.** No modification, amendment, notation, change, or other alteration of this License shall be valid unless mutually agreed to by the Parties in writing and executed as an addendum to this License.

11. **Governing Law, Venue, Jurisdiction, and Indemnification.** This License shall be governed by and interpreted in accordance with the laws of the State of Colorado. Venue shall exclusively be in the District or County Court in and for El Paso County, Colorado.

    The Licensee is a "public entity" pursuant to C.R.S. § 24-10-103(5), and Licensee shall not be required to indemnify the County. Notwithstanding, Licensee agrees to be solely responsible any and all claims, damages, liability and court awards including costs, expenses, and reasonable attorney fees and related costs, incurred as a result of any negligent acts or omissions solely caused by Licensee, its elected officials, employees, agents, or assignees arising from the Activities. Nothing in this License shall be deemed to waive or otherwise limit the defense available to the County or Licensee pursuant to the Colorado Governmental Immunity Act,§§ 24-10-101, C.R.S., et seq. or as otherwise provided by law.

12. **No Real Estate Interest Created.** This License only creates to Licensee a non-exclusive, revocable license and, therefore, each Parties' rights and obligations stated hereunder are exclusively contractual. Thus, Licensee agrees and understands that the County has not granted or conveyed to any real estate interest of whatsoever kind or nature.

13. **Disclaimer of Warranties.** THE COUNTY DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY. LICENSEE SHALL USE THE PROPERTY FOR ACCESS SOLELY "AT ITS OWN RISK".

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

15. **Notice:** Licensee shall provide the County with no less than forty-eight (48) hours written notice prior to beginning the Work. One notification may cover multiple days of the Work. All notices, correspondence, or inquiries from Licensee to the County under this License shall be emailed to:

    Janna Tidwell, Executive Director, El Paso County Parks Department
    2002 Creek Crossing
    Colorado Springs, CO 80905
    Telephone: (719) 520-6399
    E-Mail: JannaTidwell@elpasoco.com

    Brian Bobeck, Park Operations Division Manager, El Paso County Parks Department
    Telephone: (719) 520-7647
    E-Mail: BrianBobeck@elpasoco.com

    Kyle Melvin, Park Operations Manager, El Paso County Parks Department
    Telephone: (719) 520-6976
    E-Mail: KyleMelvin@elpasoco.com

    Ross Williams, Senior Parks Planner, El Paso County Parks Department
    Telephone: (719) 520-6984 (o); (719) 332-9332 (m)
    E-Mail: Ross Williams@elpasoco.com

    Ben Dumakowski, North District Supervisor, El Paso County Parks Department
    Telephone: (719) 499-4917
    E-Mail: BenDumakowski@elpasoco.com

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:

THE CITY OF COLORADO SPRINGS, COLORADO, a home rule city and Colorado municipal corporation on behalf of its enterprise Colorado Springs Utilities

By:

_____

Kellie Billingsley
Real Estate Services Manager
City of Colorado Springs

By:

_____

Jessica Davis
Land Resource Manager
Colorado Springs Utilities

ATTEST:

_____

County Clerk and Recorder

APPROVED AS TO FORM:

By:

_____

Steven Klaffky, Office of the County Attorney

APPROVED AS TO FORM:

By:

_____

Jill Burris, Office of the City Attorney – Utilities Division

LICENSOR:

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, 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 _____ day of _____, 2026, by _____ as _____of the **City of Colorado Springs.**

WITNESS my hand and official seal.

My commission expires: _____.

My address is: _____.

Notary Public: _____

Appendix A
Legal Description of the Property

Parcel No. 7200000042 (Existing Trail Easement / United States Air Force Academy)

THAT PT LY WITHIN AFA BOUNDARY SEC 1-12-67 ALL SECS 2, 3, 4-12-67 E2E2 EX W2NW4NE4NE4 SEC 5-12-67 ALL SECS 9, 10, 11, 12, 13, 14, 15, 16, 22, 23, 24-12-67 E2, SW4 SEC 21-12-67 THAT PT LY WITHIN AFA BOUNDARY SECS 7, 18, 19, 20-12-66 EX THAT PT PLATTED TO TRUENORTH COMMONS FIL NO 1, 2 & 3

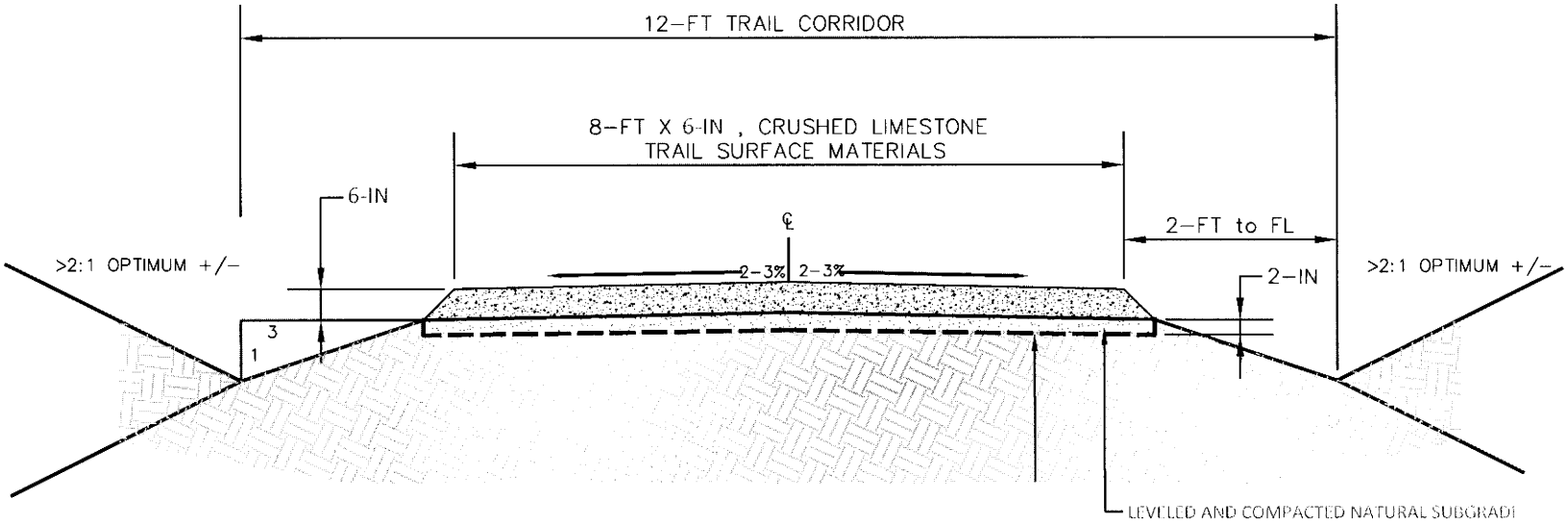
Right-of-Way

THAT A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PAS, STATE OF COLORADO, RECORDED IN THE EL PASO COUNTY CLEARK AND RECORDER'S OFFICE IN BOOK 5891 PAGE 176.

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
Misc. Ref. Update | 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

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EXHIBIT B, Con't

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	