

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A COMMON USE AGREEMENT BETWEEN THE E-470
PUBLIC HIGHWAY AUTHORITY AND ADAMS COUNTY FOR DEVELOPMENT OF
THE SOUTH PLATTE RIVER TRAIL

Resolution 2014-180

WHEREAS, Adams County (“County”) is engaged in a program of developing the South Platte River Trail within Adams County based on several adopted master plans; and,

WHEREAS, the County wishes to construct a segment of the South Platte River Trail on both fee property and on a multi-use easement owned by the E-470 Public Highway Authority (“E-470”); and,

WHEREAS, the County wishes to use a portion of the E-470 fee property and the multi-use easement in order to construct and maintain a segment of the South Platte River Trail; and,

WHEREAS, E-470 requires that the County enter into a Common Use Agreement in order to define the terms and provisions of granting such permission to the County; and,

WHEREAS, the County and E-470 have statutory and constitutional authority to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Common Use Agreement between the E-470 Public Highway Authority and Adams County for development of the South Platte River Trail is hereby approved.

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners is authorized to sign the Common Use Agreement on behalf of Adams County.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 28th day of April, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

**COMMON USE AGREEMENT
BETWEEN
THE E-470 PUBLIC HIGHWAY AUTHORITY
AND
ADAMS COUNTY, COLORADO**

28th **THIS COMMON USE AGREEMENT** (the "Agreement") is made and entered into this April day of 2014, by and between the E-470 PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado (the "Authority") and, ADAMS COUNTY, Colorado a political subdivision of the State of Colorado, whose address is 4430 S. Adams County Parkway (the "Licensee"). The Authority and Licensee may be collectively referred to herein as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Authority is the owner of fee property and multi-use easements related to the E-470 Public Highway; and

WHEREAS, the Authority's fee ownership includes a nominal three hundred foot (300') wide E-470 Public Highway roadway right-of-way (the "E-470 ROW") and certain parcels of real property acquired in conjunction with the Authority's acquisition of the E-470 ROW but not presently used for the Authority's operations (the "Remnant Parcels"); and

WHEREAS, the Authority has also purchased an additional seventy-five foot (75') wide corridor in either fee ownership or in multi-use easement for future utilities, landscaping or multi-use trails and, for purposes of this Agreement, the term "Utility Corridor" shall mean that seventy-five foot (75') wide corridor that abuts and is located immediately adjacent to and generally east and west of the E-470 ROW; and

WHEREAS, for purposes of this Agreement, the term "Authority Property" shall include the Utility Corridor, Remnant Parcels and the E-470 ROW; and

WHEREAS, Licensee is a political subdivision of the State of Colorado which intends to provide for various public facilities, appurtenances, improvements and other services, including, without limitation, ingress and egress to the Adams County Trailhead, and other public improvements within the proposed Common Use Area (as defined below), in Adams County, Colorado; and

WHEREAS, Licensee desires permission from the Authority to use a portion of Authority Property for the purposes of constructing and maintaining certain of these improvements (as more particularly defined below) and the Authority has agreed to grant such permission subject to the terms and provisions set forth in this Agreement. The portion of Authority Property is generally located in the northwest quadrant of the E-470 and Brighton Road intersection as identified on **Exhibit A**, attached hereto and incorporated herein by this reference, and for the purposes of this Agreement shall be defined as the "Common Use Area."

WHEREAS, the presence in the Common Use Area of the Improvements in accordance with the terms and conditions set forth in this Agreement will not adversely affect the stability, integrity, operational characteristics or safety of the E-470 Public Highway; and

WHEREAS, the Authority's operation of the traveled portion of the E-470 ROW as set forth in this Agreement will not adversely affect the stability, integrity, operational characteristics or safety of the Improvements within the Common Use Area; and

WHEREAS, the Authority and Licensee acknowledge and agree it is in their mutual interest to identify the respective rights and obligations in and to the Common Use Area in order to avoid conflict and to agree to the terms for maintaining the Improvements within the Common Use Area.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

AGREEMENT

1. CONSIDERATION. In addition to the other consideration contained in this Agreement Licensee agrees to pay the Authority a one-time administrative fee of Seven Hundred and Fifty Dollars (\$750.00) on or before such time that Licensee submits to the Authority the E-470 Construction Permit application related to the Improvements. The permit fee for the Common Use Area is waived.

2. USE AND OCCUPANCY OF COMMON USE AREA BY LICENSEE. Licensee and its officers, agents, employees, designees, contractors, guests, invitees, successors and assigns and all those acting by or on behalf of Licensee are hereby granted a non-exclusive right to use the Common Use Area for the purposes of constructing and maintaining the Adams County Trailhead (the "Improvements") as more particularly described and shown on **Exhibit B**, attached hereto and incorporated herein by this reference. All construction and maintenance activities undertaken by Licensee shall be completed at Licensee's sole cost and expense and Licensee shall be responsible for obtaining any and all required approvals and permits associated with construction and maintenance of the Improvements from the Authority and all applicable local governments. Construction of the Improvements shall be subject to and in compliance with the E-470 Public Highway Authority Permit Manual, as amended from time to time, which is hereby incorporated into this Agreement by this reference (the "E-470 Permit Manual") and the terms of the E-470 Construction Permit which shall be obtained for construction of the Improvements. The construction of the Improvements will be generally in accordance with Exhibit B. Licensee's right to use the Common Use Area shall be subject to the following limitations:

A. Access Restriction. Licensee shall, in the normal course of constructing and maintaining the Improvements, access the Improvements only from property that is not owned by the Authority. Licensee shall not at any time, access the Common Use Area from Authority Property, except in those instances when specific prior written approval has been given by the Authority, or during an emergency involving a significant

threat to life. The Authority may specify reasonable conditions for the protection of the E-470 ROW and the public traveling thereon. In all cases involving Licensee's access of the Common Use Area from the E-470 ROW, Licensee shall give due consideration to the fact that the E-470 ROW is utilized by the traveling public. In the event of an emergency, Licensee shall notify the Authority immediately and provide a written report of the emergency situation as soon as practical thereafter.

B. Public Safety. At all times while accessing the Common Use Area, Licensee and its officers, agents, employees, designees, contractors, , successors and assigns and all those acting by or on behalf of Licensee shall comply with the E-470 Permit Manual. Additionally, Licensee shall maintain insurance complying with Paragraph 3, below, at all times while this Agreement is in effect, and Licensee agrees, to the extent allowed by law, to indemnify the Authority as provided in Paragraph 4, below.

C. Existing Authority and Third Party Facilities and Easements that may Interfere with Licensee's Use of the Common Use Area. Licensee hereby agrees that any presently existing facilities and/or improvements within the Common Use Area do not interfere with Licensee's ability to construct or maintain its Improvements. To the extent that presently existing facilities and/or improvements within the Common Use Area ultimately interfere with Licensee's ability to construct and/or maintain its Improvements, Licensee agrees to resolve such matters of interference by modifying its Improvements and/or negotiating relocation and/or reconstruction of such interfering facilities and/or improvements with the owner of such facilities, and at no cost to the Authority.

D. Future Third Party Facilities within the Common Use Area. Licensee hereby acknowledges and agrees that the Authority may, from time to time, issue rights for use and occupancy to third parties within the Common Use Area and that the Authority shall not be held responsible for any damages to the Improvements resulting from the granting of such rights.

E. Restoration and Maintenance. Licensee agrees that it is its sole responsibility to maintain and repair, as necessary, the Improvements in order to ensure the Improvements are and remain in good repair and aesthetically pleasing. Should the Authority, in its reasonable discretion, consider Licensee's maintenance and/or lack of maintenance unacceptable, the Authority shall provide Licensee a written notice that identifies the Authority's specific concerns. Licensee shall have ten (10) days after receipt of such written notice to remedy the Authority's concerns. If the Authority's concerns are not remedied to the Authority's satisfaction within ten (10) days, the Authority may take action to have the concerns remedied or remedy the concerns on its own accord and Licensee shall be responsible to reimburse the Authority for costs incurred by the Authority in taking such action. Additionally, the Authority may thereafter elect to terminate this Agreement pursuant to the provisions of Paragraph 10, by providing the necessary notice of default to Licensee.

3. INSURANCE COVERAGE. Licensee shall maintain insurance, either through purchase of a third party policy or through self-insurance, covering the activities set forth in the

Agreement, in an amount up to Two Million Dollars (\$2,000,000) to insure against all claims, costs, and expenses Licensee has agreed, to the extent allowed by law, to indemnify the Authority for pursuant to this Agreement. Such coverage shall be effective as of the date that construction on the Improvements begins and shall be maintained for the duration of the time the Improvements occupy the Common Use Area or any other portion of the Authority Property. The Authority shall be named as an additional insured with respect to such policy or self-insurance. Licensee shall provide proof of insurance within thirty (30) days of the date this Agreement is fully executed

4. INDEMNIFICATION. Licensee shall, to the extent allowed by law, including, but not limited to, Article XI, Section 1 of the Colorado Constitution, indemnify, defend and hold harmless the Authority and each of its directors, employees, agents and consultants, from and against any loss, injury, death or damage, action, cause of action, or expense of whatever nature that may result from any loss, injury, death or damaged sustained by the Authority or any person, firm, corporation or other entity that arises out of or is caused by any willful or negligent act of omission of Licensee, its officers, agents, or employees in connection with Licensee's use of the Common Use Area or this Agreement. Provided, however, that nothing contained in this Paragraph shall be construed as a waiver, in whole or in part, of the Authority's or Licensee's sovereign immunity under the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes, as the same may be amended from time to time.

5. CONTRACTORS AND SUBCONTRACTOR'S. Licensee is solely and fully responsible to the Authority for its obligations under this Agreement. Licensee shall include in its contracts with any of its contractors or sub-contractors performing work on the Improvements a provision stating that the contractor and/or sub-contractor "shall defend, indemnify, protect and hold the E-470 Public Highways Authority (the "Authority") harmless from any and all liability, loss, cost, damage, claim or expense which the Authority may sustain or incur by reason of entry onto the Authority's property or any third parties' property and work performed on the Authority's property or any third parties' property by contractor and/or its agents, representatives, subcontractors or employees. The provisions of this paragraph shall survive termination of this agreement." Furthermore, Licensee shall include in its contracts with any of its contractors or sub-contractors performing work on the Improvements the insurance required in Paragraph 3 and Licensee shall require such contractors and/or sub-contractors to provide adequate bonds that name the Authority as an additional obligee.

6. USE AND OCCUPANCY OF COMMON USE AREA BY THE AUTHORITY. Notwithstanding any contrary provision, the Authority reserves all of its right and title to the Common Use Area and shall continue to have the full rights to use the Common Use Area for any purpose. The Authority has no obligation to provide notice of any third parties' intent to construct facilities within any part of the Common Use Area. The Authority and Licensee shall mutually occupy and use said Common Use Area in such a manner as not to unreasonably interfere with the rights of the other Party.

7. OWNERSHIP OF FEE UNDERLYING COMMON USE AREA. The Authority owns a multiple use easement through portions of the Common Use Area. Licensee acknowledges that the Authority makes no representations or warranties related to the fee title to the Common Use Area.

8. PUBLIC STREETS, ROADS AND RAILWAYS NOT INCLUDED IN COMMON USE AREA. Licensee acknowledges the Improvements may cross existing public streets, public roads, public highways or privately owned railways which may not be part of the Common Use Area and are not within the governance or jurisdiction of the Authority. Licensee shall bear responsibility to acquire all rights necessary for any reconstruction, relocation, repair and/or maintenance of the Improvements from appropriate counties, municipal entities, the Colorado Department of Transportation and/or railroads.

9. FUTURE RELOCATION OF IMPROVEMENTS. The Authority may require Licensee to relocate all or any part of the Improvements upon the Authority's determination, in its reasonable discretion, that any portion of the Improvements should be relocated, reconstructed, adjusted, or removed from the Common Use Area. In this event, the Authority shall, not less than one hundred and eighty (180) days prior to the date on which the completion of same shall be required, notify Licensee in writing of such necessity. The Authority will reimburse Licensee for the reasonable costs to perform such relocation, reconstruction, adjustment or removal, provided that Licensee obtains the Authority's approval of such costs and provided that the relocation, reconstruction, adjustment or removal shall proceed regardless of whether the Authority has reimbursed Licensee. In the event the relocation of any of the Improvements will require easements located on property belonging to a third party in which the Authority does not own a multiple use easement, the Authority and Licensee will cooperate in obtaining the necessary easements for the reconstructed, relocated or adjusted Improvements. The reasonable cost of these additional easements shall be borne by the Authority. Licensee shall provide Authority with plans for Licensee's proposed relocation, reconstruction or adjustment and, upon approval thereof by the Authority, Licensee, subject to the terms of any Authority approvals and permits, including construction permits, shall promptly proceed to effect such relocation, reconstruction or adjustment. The Parties agree to use their best efforts to meet the Authority's schedule. If the relocation, reconstruction, adjustment or removal is not completed by the date required by the Authority, the Authority, without incurring liability, may perform the relocation, reconstruction, adjustment or removal, thereafter billing Licensee for any costs incurred beyond the monetary cap provided in this Paragraph. In the event that any of the Improvements will necessarily be required to be located outside the Common Use Area, the Parties shall amend Exhibit A to this Agreement to reflect the actual new configuration of the Common Use Area. In the event Licensee determines that re-location will interfere with the purpose of the Improvements, the parties shall cooperate to terminate this Agreement and to either remove the Improvements or to convey the Improvements to the Authority, as provided in Paragraph 10.

10. TERMINATION. Either party shall have the right to terminate this Agreement for cause or convenience, by providing the non-terminating party with written notice, whereupon this Agreement shall terminate thirty (30) days after such notice is given. In the event of termination for convenience and without cause, the Authority may determine to either (1) require ownership of all Improvements to be immediately conveyed to the Authority at no cost or (2) require that Licensee, at its cost, restore the area to its previous condition by removing the Improvements and restoring the Common Use Area to its previous condition. To the extent necessary, Licensee agrees to execute any additional documents required to effect conveyance of the Improvements at the time of termination or thereafter at the Authority's request. In the event of termination, the Authority shall have no obligation to maintain the Improvements.

11. DEFAULT. In addition to the termination provisions above, the Authority shall have the right to terminate this Agreement for cause if Licensee fails to perform in accordance with the terms, covenants, and conditions of this Agreement, including, but not limited to, the failure to maintain the Common Use Area. In the event that the Authority deems the Licensee to be in default, it shall provide written notice to Licensee indicating the event of default. Licensee shall have thirty (30) days from the date of the notice to cure the stated default or, if such default is not capable of being cured within thirty (30) days, cure of such default shall commence and be diligently pursued. In no event shall the cure period exceed sixty (60) days except by mutual written consent of the Parties. In the event that Licensee has failed to cure in accordance with this Paragraph, the Authority shall have the right to terminate this Agreement for cause. The Authority may terminate by providing Licensee with written notice of termination, whereupon this Agreement shall terminate upon the date of the notice. In the case of termination for cause, the Authority may determine to either (1) require ownership of all Improvements to be immediately conveyed to the Authority at no cost or (2) require that Licensee, at its cost, restore the area to its previous condition by removing the Improvements and restoring the Common Use Area to its previous condition. To the extent necessary, Licensee agrees to execute any additional documents required to effect conveyance of the Improvements at the time of termination or thereafter at the Authority's request. In the event of termination, the Authority shall have no obligation to maintain the Improvements.

12. NOTICES. Any notice required or permitted to be given hereunder shall be deemed given and received: (i) two business days after mailing by United States certified mail, return receipt requested, postage prepaid, (ii) one business day after deposit prepaid with a reputable overnight courier for next day delivery, (iii) upon personal delivery during regular business hours, properly addressed as follows:

If to Licensee:

Adams County Attorney's Office
4430 South Adams County Parkway, Suite C5000B
Brighton, CO 80601

If to the Authority:

E-470 Public Highway Authority
Attention: Executive Director
Administrative Headquarters Facility
22470 East 6th Parkway
Aurora, Colorado 80018

Either party may change its address for the purposes of notice by giving written notice of such change to the other party, in any manner above specified.

13. MISCELLANEOUS.

A. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Adams County, State of Colorado.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

C. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written

D. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto.

E. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the parties their officials, employees, contractors, or agents, or any other person acting on behalf of the parties and, in particular, governmental immunity that may be afforded or available to the parties pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes, as the same may be amended from time to time.

F. Non-Assignability. Licensee may not assign its rights or delegate its duties hereunder without the prior written consent of the Authority. The Authority may assign its rights or delegate its duties hereunder without the prior written consent of Licensee.

G. Payment of Tolls. Licensee understands and agrees the Authority will not waive any tolls incurred by the Licensee, its subcontractors, vendors and employees that are related to the performance of Licensee's obligations or the exercise of Licensee's rights under this Agreement.

H. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

J. Recordation. The Parties agree that this Agreement shall be recorded in the records of the Clerk and Recorder for Adams County.

K. Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants with respect to the real property so indicated and are to run with the land.

L. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the heirs, executors, administrators, successors, and assigns of the Parties.

M. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

N. Survival of Representations. Each and every covenant, promise, and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.

O. Non-Severability. Each Paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

P. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the Parties will immediately negotiate valid alternative portion(s) that as near as possible give effect to any stricken portion(s).

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

E-470 PUBLIC HIGHWAY AUTHORITY

David M. Kristick

By: DAVID M. KRISTICK
Its: Executive Director
for John D. McCuskey

ATTEST:

Nickel Watson

STATE OF Colorado)

COUNTY OF Arapahoe)

ss.

The foregoing instrument was acknowledged before me this 26th day of March, 2014 by - and David M. Kristick, as for Executive Director and John D. McCuskey of the E-470 Public Highway Authority.

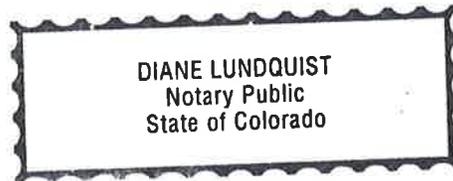
WITNESS my hand and official seal.

My commission expires: September 25, 2015

Diane Lundquist
Notary Public

APPROVED AS TO FORM:
ICENOGLIE | SEAVER | POGUE
A Professional Corporation

[Signature]
General Counsel



BOARD APPROVAL: MARCH 13, 2014

EXHIBIT A

COMMON USE AREA

EXHIBIT A

LEGAL DESCRIPTION: 40 FOOT WIDE COMMON USE AREA, CUA-TK-205&206-1 REV-6

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 89°08'18" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 1,248.82 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF E470 PUBLIC HIGHWAY AUTHORITY AS RECORDED IN RECEPTION NO. C0795061, ADAMS COUNTY RECORDS; THENCE NORTH 22°12'54" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE 227.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 22°12'54" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET; THENCE SOUTH 67°47'06" EAST A DISTANCE OF 20.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF E470 PUBLIC HIGHWAY AUTHORITY AS RECORDED IN RECEPTION NO. C0795061, ADAMS COUNTY RECORDS; THENCE SOUTH 22°12'54" WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 67°47'06" WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.0184 ACRES OR 800 SQUARE FEET, MORE OR LESS.

BASIS FOR BEARINGS:

THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (THE S.¼ CORNER IS A 3-¼" ALUMINUM CAP, P.L.S. 23519 AND THE S.E. CORNER IS A 3-¼" ALUMINUM CAP, P.L.S. 6973, 1996, IN RANGE BOX) OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEARS NORTH 89°08'18" EAST, TAKEN FROM THE PLAT OF WILLOW BAY SUBDIVISION FILING NO. 1, AS RECORDED IN RECEPTION NO. 2013000028648, ADAMS COUNTY RECORDS.



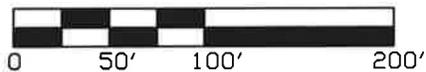
Raymond W. Bayer
RAYMOND W. BAYER, REG. P.L.S. NO. 6973,
WITHIN THE STATE OF COLORADO

DATE: Aug. 5, 2013

Prepared By:

R. W. BAYER & ASSOCIATES, INC.
2090 EAST 104TH AVENUE, SUITE 200
THORNTON, COLORADO 80233-4316
(303) 452-4433 FAX: (303) 452-4515
CAD: AP13087-2.WPS FILE: 23-17-42S
SHEET 1 OF 2
Date Prepared: JULY 05, 2013
REVISED 07-27-2013 PER ADCO

EXHIBIT A



SCALE: 1"=100'

LINE #	BEARING	DISTANCE	AREA
L1	N22° 12' 54" E	40.00'	
L2	S67° 47' 06" E	20.00'	
L3	S22° 12' 54" W	40.00'	
L4	N67° 47' 06" W	20.00'	

Prepared By:

R. W. BAYER & ASSOCIATES, INC.
 2090 EAST 104TH AVENUE, SUITE 200
 THORNTON, COLORADO 80233-4316
 (303) 452-4433 FAX: (303) 452-4515
 CAD: AP13087. DWG FILE: 23-17-42S
 SHEET 2 OF 2
 Date Prepared: JULY 05, 2013
 REVISED 07-27-2013 PER ADCO

MULTI-USE EASEMENT AGREEMENT MU-204 RT
 REV-2 (RECEPTION NO. C0733020, ADAMS
 COUNTY RECORDS)

PARCEL TO E-470 PUBLIC
 HIGHWAY AUTHORITY, TK-204
 REV-2 (RECEPTION NO. C0733019,
 ADAMS COUNTY RECORDS)

MULTI-USE EASEMENT AGREEMENT
 MU-205 & 206-1 RT REV-6
 ACCESS EASEMENT RESERVED UNTO
 PLATTE RIVER FARMS, LLC, BY PLAT

POINT OF BEGINNING

NORTHWESTERLY RIGHT-OF-WAY
 LINE RECEPTION NO. C0795061

PARCEL TO E-470 PUBLIC
 HIGHWAY AUTHORITY,
 TK-205 & TK-206-1 REV-6
 (RECEPTION NO. C0795061,
 ADAMS COUNTY RECORDS)

LOT 1, WILLOW BAY
 SUBDIVISION FILING NO. 1
 (RECEPTION NO. 2013000028648,
 ADAMS COUNTY RECORDS)

BRIGHTON ROAD (COUNTY ROAD NO. 31)
 40' WIDE COMMON USE AREA
 RIGHT-OF-WAY WIDTH VARIES

PARCEL TO E-470
 PUBLIC HIGHWAY
 AUTHORITY,
 TK-205A REV-2



S. W. CORNER S. E. 1/4
 SEC. 23, T. 1S., R. 67W.
 (FOUND 3-1/4" ALUMINUM
 CAP, P. L. S. 23519)

POINT OF COMMENCEMENT

SOUTH LINE
 S. E. 1/4 SEC. 23
 (BASIS FOR
 BEARINGS)

S. E. CORNER
 SEC. 23, T. 1S., R. 67W.
 (FOUND 3-1/4" ALUMINUM
 CAP, BAYER, P. L. S. 6973,
 1996, IN RANGE BOX)

EXHIBIT A

LEGAL DESCRIPTION: 24 FOOT WIDE COMMON USE AREA, CUA-TK-205&206-3 REV-6

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 79°39'20" WEST A DISTANCE OF 383.13 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF E470 PUBLIC HIGHWAY AUTHORITY AS RECORDED IN RECEPTION NO. C0795061, ADAMS COUNTY RECORDS, ALSO BEING THE POINT OF BEGINNING;
THENCE SOUTH 38°00'01" WEST A DISTANCE OF 5.63 FEET; THENCE SOUTH 00°00'00" WEST A DISTANCE OF 8.66 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 24.00 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 16.92 FEET; THENCE NORTH 38°00'01" EAST A DISTANCE OF 13.89 FEET; TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 51°59'59" EAST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.0124 ACRES OR 541 SQUARE FEET, MORE OR LESS.

BASIS FOR BEARINGS:

THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (THE S. $\frac{1}{4}$ CORNER IS A 3- $\frac{1}{4}$ " ALUMINUM CAP, P.L.S. 23519 AND THE N.E. CORNER IS A 3- $\frac{1}{4}$ " ALUMINUM CAP, P.L.S. 6973, 1996, IN RANGE BOX) OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEARS NORTH 00°23'40" WEST, TAKEN FROM THE PLAT OF WILLOW BAY SUBDIVISION FILING NO. 1, AS RECORDED IN RECEPTION NO. 2013000028648, ADAMS COUNTY RECORDS.


RAYMOND W. BAYER, REG. P.L.S. NO. 6973,
WITHIN THE STATE OF COLORADO



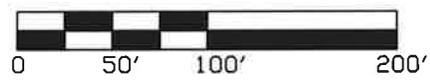
DATE: July 31, 2013

Prepared By:

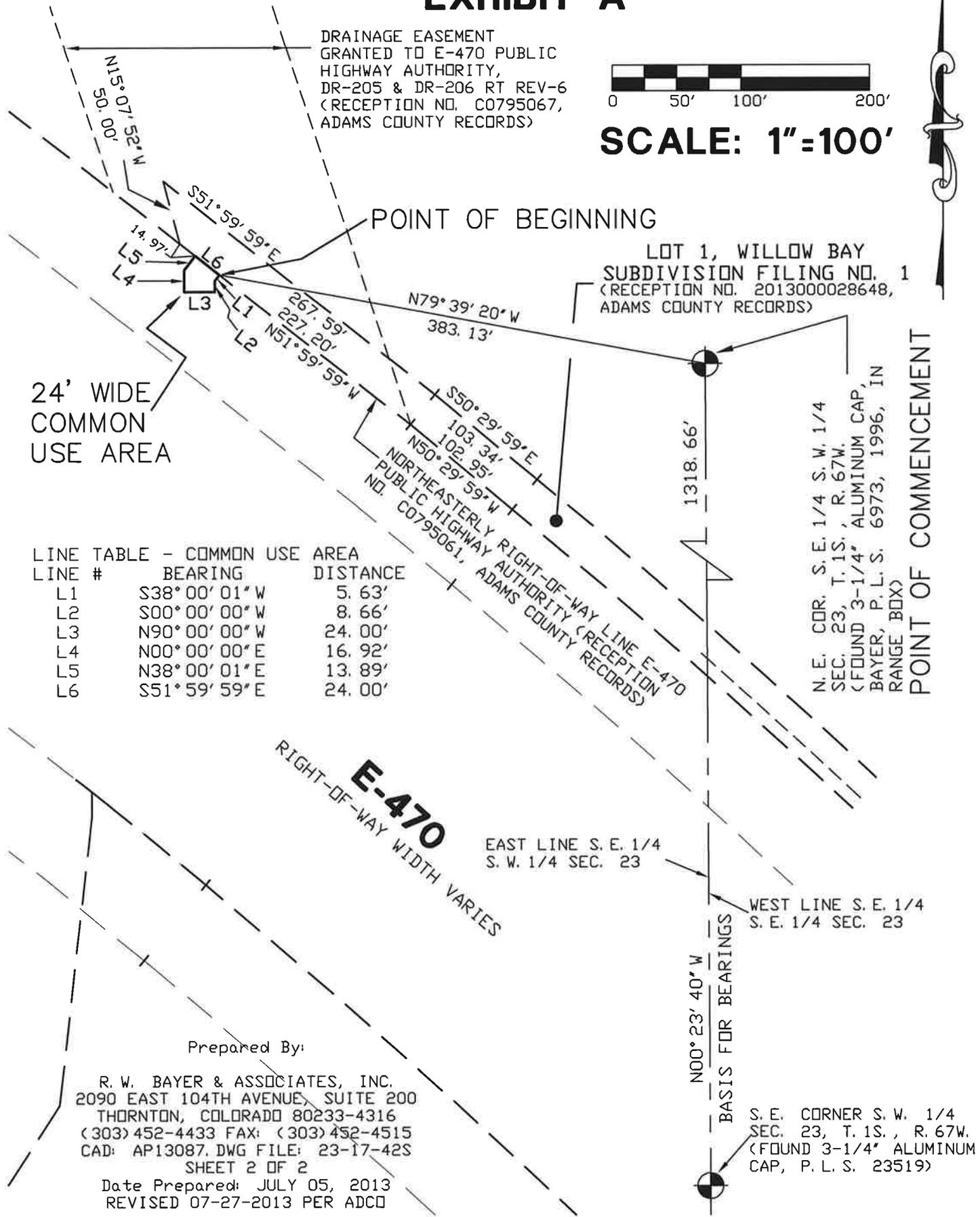
R. W. BAYER & ASSOCIATES, INC.
2090 EAST 104TH AVENUE, SUITE 200
THORNTON, COLORADO 80233-4316
(303) 452-4433 FAX: (303) 452-4515
CAD: AP13087-1.WPS FILE: 23-17-42S
SHEET 1 OF 2
Date Prepared: JULY 05, 2013
REVISED 07-27-2013 PER ADCO

EXHIBIT A

DRAINAGE EASEMENT
GRANTED TO E-470 PUBLIC
HIGHWAY AUTHORITY,
DR-205 & DR-206 RT REV-6
(RECEPTION NO. C0795067,
ADAMS COUNTY RECORDS)



SCALE: 1"=100'



24' WIDE
COMMON
USE AREA

LINE #	BEARING	DISTANCE	AREA
L1	S38°00'01"W	5.63'	
L2	S00°00'00"W	8.66'	
L3	N90°00'00"W	24.00'	
L4	N00°00'00"E	16.92'	
L5	N38°00'01"E	13.89'	
L6	S51°59'59"E	24.00'	

LOT 1, WILLOW BAY
SUBDIVISION FILING NO. 1
(RECEPTION NO. 2013000028648,
ADAMS COUNTY RECORDS)

N. E. COR. S. E. 1/4 S. W. 1/4
SEC. 23, T. 1 S., R. 67 W.
(FOUND 3-1/4" ALUMINUM CAP,
BAYER, P. L. S. 6973, 1996, IN
RANGE BOX)

POINT OF COMMENCEMENT

E-470
RIGHT-OF-WAY WIDTH VARIES

EAST LINE S. E. 1/4
S. W. 1/4 SEC. 23

WEST LINE S. E. 1/4
S. E. 1/4 SEC. 23

N00°23'40"W
BASIS FOR BEARINGS

S. E. CORNER S. W. 1/4
SEC. 23, T. 1 S., R. 67 W.
(FOUND 3-1/4" ALUMINUM
CAP, P. L. S. 23519)

Prepared By:

R. W. BAYER & ASSOCIATES, INC.
2090 EAST 104TH AVENUE, SUITE 200
THORNTON, COLORADO 80233-4316
(303) 452-4433 FAX: (303) 452-4515
CAD: AP13087. DWG FILE: 23-17-42S
SHEET 2 OF 2

Date Prepared: JULY 05, 2013
REVISED 07-27-2013 PER ADCO

EXHIBIT A

LEGAL DESCRIPTION: 24 FOOT WIDE COMMON USE AREA, CUA-MU-205&206-1 REV-6

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, THE CENTERLINE OF THE 24' COMMON USE AREA (12' ON EACH SIDE) IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 89°08'18" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 1,248.82 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF E470 PUBLIC HIGHWAY AUTHORITY AS RECORDED IN RECEPTION NO. C0795061, ADAMS COUNTY RECORDS; THENCE NORTH 22°12'54" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE 247.84 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE CENTERLINE OF SAID COMMON USE AREA THE FOLLOWING FOUR (4) COURSES AND DISTANCES: ALONG A NON-TANGENT CURVE TO THE LEFT, THE RADIUS OF SAID CURVE IS 50.00 FEET, THE DELTA OF SAID CURVE IS 45°03'12", THE CHORD OF SAID CURVE BEARS SOUTH 46°15'45" WEST, 38.31 FEET THENCE 1) ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.32 FEET TO THE END OF SAID CURVE; THENCE 2) SOUTH 23°44'09" WEST A DISTANCE OF 110.89 FEET; TO THE BEGINNING OF A CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE IS 45.00 FEET; THE DELTA OF SAID CURVE IS 52°13'58", THE CHORD OF SAID CURVE BEARS SOUTH 49°51'08" WEST, 39.62 FEET, THENCE 3) ALONG THE ARC OF SAID CURVE, A DISTANCE OF 41.02 FEET TO THE END OF SAID CURVE; THENCE 4) SOUTH 75°58'07" WEST A DISTANCE OF 47.20 FEET TO THE NORTHWESTERLY LINE OF THE MULTI-USE AGREEMENT MU-205 & 206-1 RT REV-6 AS RECORDED IN RECEPTION NO. C0795063, ADAMS COUNTY RECORDS, ALSO BEING THE POINT OF TERMINUS.
CONTAINING 0.1311 ACRES OR 5,710 SQUARE FEET, MORE OR LESS.

THE SIDE LINES OF SAID COMMON USE AREA ARE TO BE EXTENDED OR SHORTENED TO TERMINATE ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF E470 PUBLIC HIGHWAY AUTHORITY AS RECORDED IN RECEPTION NO. C0795061 AND THE NORTHWESTERLY LINE OF THE MULTI-USE AGREEMENT MU-205 & 206-1 RT REV-6.

BASIS FOR BEARINGS:

THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (THE S. 1/4 CORNER IS A 3-1/4" ALUMINUM CAP, P.L.S. 23519 AND THE S.E. CORNER IS A 3-1/4" ALUMINUM CAP, P.L.S. 6973, 1996, IN RANGE BOX) OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEARS NORTH 89°08'18" EAST, TAKEN FROM THE PLAT OF WILLOW BAY SUBDIVISION FILING NO. 1, AS RECORDED IN RECEPTION NO. 2013000028648, ADAMS COUNTY RECORDS.

Raymond W. Bayer

RAYMOND W. BAYER, REG. P.L.S. NO. 6973,
WITHIN THE STATE OF COLORADO

DATE: Aug 5, 2013



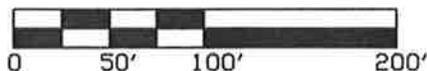
Prepared By:

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CAD: AP13087-3.WPS FILE: 23-17-42S

SHEET 1 OF 2

Date Prepared: JULY 05, 2013
REVISED 07-27-2013 PER ADCO

EXHIBIT A



SCALE: 1"=100'

Prepared By:

R. W. BAYER & ASSOCIATES, INC.
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SHEET 2 OF 2

Date Prepared: JULY 05, 2013
REVISED 07-27-2013 PER ADCO

LINE TABLE - € COMMON USE AREA

LINE #	BEARING	DISTANCE
L2	S23° 44' 09" W	110.89'
L4	S75° 58' 07" W	47.20'

CURVE TABLE - € COMMON USE AREA

CURVE#	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	45° 03' 12"	50.00'	39.32'	S46° 15' 45" W	38.31'
C3	52° 13' 58"	45.00'	41.02'	S49° 51' 08" W	39.62'

MULTI-USE EASEMENT AGREEMENT MU-204 RT
REV-2 (RECEPTION NO. C0733020, ADAMS
COUNTY RECORDS)

PARCEL TO E-470 PUBLIC
HIGHWAY AUTHORITY, TK-204
REV-2 (RECEPTION NO. C0733019,
ADAMS COUNTY RECORDS)

MULTI-USE EASEMENT AGREEMENT
MU-205 & 206-1 RT REV-6
RECEPTION NO. C0795063

ACCESS EASEMENT RESERVED UNTO
PLATTE RIVER FARMS, LLC, BY PLAT

POINT OF BEGINNING

NORTHWESTERLY LINE MU-205
& 206-1 REV-6

PARCEL TO E-470 PUBLIC
HIGHWAY AUTHORITY,
TK-205 & TK-206-1 REV-6
(RECEPTION NO. C0795061,
ADAMS COUNTY RECORDS)

LOT 1, WILLOW BAY
SUBDIVISION FILING NO. 1
(RECEPTION NO. 2013000028648,
ADAMS COUNTY RECORDS)

POINT OF TERMINUS

1248.82'

N89° 08' 18" E

EAST 136TH

S. W. CORNER S. E. 1/4
SEC. 23, T. 1S., R. 67W.
(FOUND 3-1/4" ALUMINUM
CAP, P. L. S. 23519)

POINT OF COMMENCEMENT

SOUTH LINE
S. E. 1/4 SEC. 23
(BASIS FOR
BEARINGS)

S. E. CORNER
SEC. 23, T. 1S., R. 67W.
(FOUND 3-1/4" ALUMINUM
CAP, BAYER, P. L. S. 6973,
1996, IN RANGE BOX)

AVENUE

S70° 38' 50" E
50.06'
75.09'

249.95'
72.00'

247.84'
70.95'

1377.53'
2626.35'

24' WIDE COMMON USE AREA
BRIGHTON ROAD (COUNTY ROAD NO. 31)
RIGHT-OF-WAY WIDTH VARIES
NORTHWESTERLY RIGHT-OF-WAY
LINE RECEPTION NO. C0795061
PARCEL TO E-470
PUBLIC HIGHWAY
AUTHORITY,
TK-205A REV-2

EXHIBIT B
IMPROVEMENTS

ADAMS COUNTY, COLORADO



EXHIBIT B

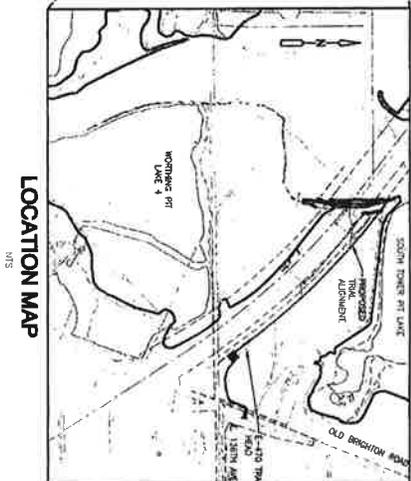
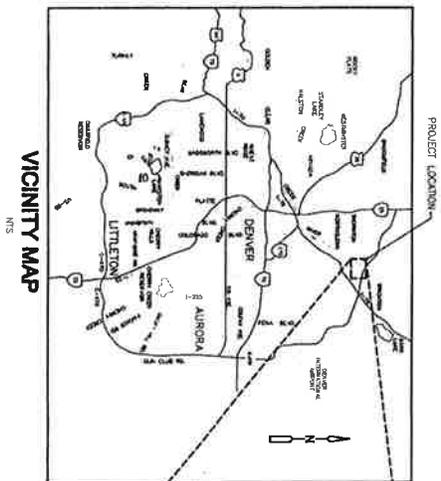
SOUTH PLATTE RIVER TRAIL E-470 TRAIL HEAD

NOVEMBER 2012

DRAWN:
ADAMS COUNTY RESOURCE DEPARTMENT
725 ANDERSON ROAD
BRIDGTON, CO 80401
303-441-1700
CONTACT: MR. LARRY PERDUE

ENGINEER:
CDM SMITH
555 17TH STREET, SUITE 1100
DENVER, CO 80202
303-733-4000
CONTACT: MR. BRIAN WATSON, PE

CALL US TODAY!
ADAMS COUNTY
303-441-1700
1-800-922-1987
CALL 2 STRUCTURAL DETAILS IN ADVANCE
BEFORE YOU GO TO BIDDING OR EXCAVATE
FOR THE NUMBER OF UNDERGROUND



SHEET INDEX

- DRAWN:**
GENERAL NOTES AND LEGEND
C-1 ORIGINAL SITE PLAN
C-2 SITE GRADING PLAN AND PROFILE
C-3 TRAIL PLAN AND PROFILE
C-4 CONCRETE AND GULCH DETAILS
C-5 GULCH DETAILS

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR BIDDING	11/15/12	[Signature]	[Signature]
2	ISSUED FOR CONSTRUCTION	11/15/12	[Signature]	[Signature]

Notes: All materials shown to be used within 60 days of receipt. Verify all materials shown to be used within 60 days of receipt. Verify all materials shown to be used within 60 days of receipt.



CDM Smith
WATER-ENVIRONMENT-TRANSPORTATION-ENERGY-FACILITIES
100% DESIGN - NOT FOR CONSTRUCTION

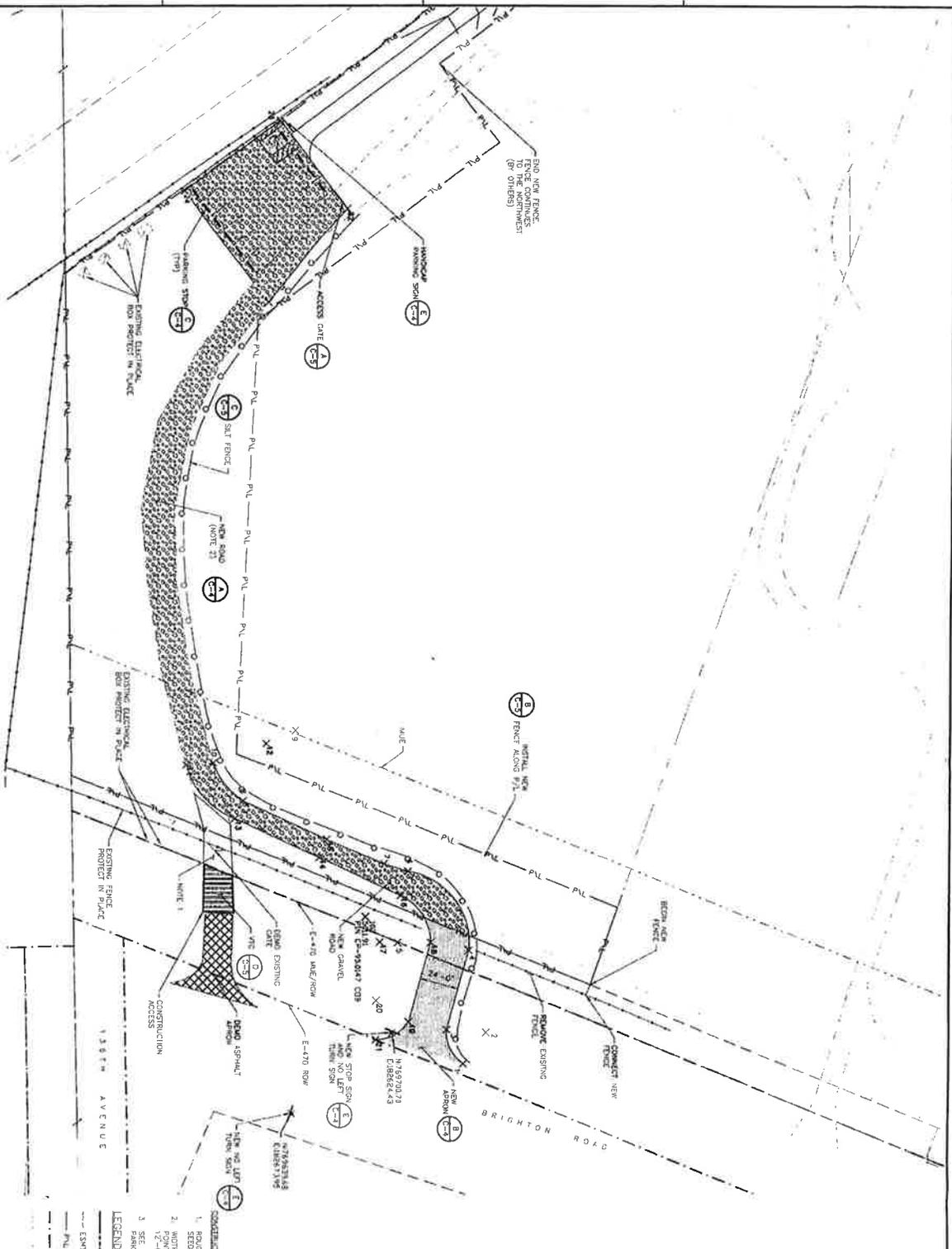


PROJECT BENCHMARKS

POINT NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
101	78980.50	182533.18	5011.31	PIVOT BENCHMARK

POINT TABLE

POINT #	NORTHING	EASTING	DESCRIPTION
9	78981.02	182489.55	PC
10	78981.02	182489.55	PC
11	78981.02	182489.55	PC
12	78981.02	182489.55	PC
13	78981.02	182489.55	PC
14	78981.02	182489.55	PC
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98	78981.02	182489.55	PC
99	78981.02	182489.55	PC
100	78981.02	182489.55	PC



DESIGNED BY: B. L. SMITH
 CHECKED BY: B. L. SMITH
 DATE: 08/11/2011

PROJECT NO.: 1111111111
 SHEET NO.: C-1

ADAMS COUNTY, CO
 SOUTH PLATTE RIVER TRAIL - E470 TRAIL HEAD

100% DESIGN - NOT FOR CONSTRUCTION

1. REVISION EXISTING DIRT ACCESS ROAD AND
 SECT. 30.00

2. WORK TO MATCH EXISTING ROAD WIDTH & NO
 12'-0"

3. SEE SHEET C-4 FOR ENLARGED PLAN OF
 PARKING LOT.

1-800-922-1987

LEGEND:

- E-470 (SEE EXISTING) (M&D)
- EXISTING
- PROPERTY LINE
- E-470 RIGHT OF WAY
- EXISTING OPEN ROAD
- EXISTING EDGE OF ROAD

DATE: 08/11/2011
 TIME: 09:00

