

**RESOLUTION NO. 1967**

**APPROVING TEMPORARY LICENSE AND TRAIL CONSTRUCTION AGREEMENT  
BETWEEN PUEBLO WEST METROPOLITAN DISTRICT AND  
CITY OF COLORADO SPRINGS**

WHEREAS, the City of Colorado Springs has agreed to construct a trail on property owned by Pueblo West Metropolitan District (District); and

WHEREAS, the trail will run from Industrial Boulevard north to the District Boundary approximately paralleling the SDS Pipeline to the west of the Fountain Valley Authority Easement; and

WHEREAS, District Staff and legal counsel have reviewed the Temporary License and Trail Construction Agreement and recommend approval of the Temporary License and Trail Construction Agreement attached hereto as **Exhibit A**; and

WHEREAS, the Board of Directors of the District has reviewed the Temporary License and Trail Construction Agreement and believes it is in the best interests of the District to enter into the attached Temporary License and Trail Construction Agreement with the City of Colorado Springs; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Pueblo West Metropolitan District that the Temporary License and Trail Construction Agreement between the City of Colorado Springs, a home rule city and Colorado municipal corporation and Pueblo West Metropolitan District attached hereto as **Exhibit A** be and is hereby approved.

BE IT FURTHER RESOLEVED that the District Manager of the District is hereby authorized to execute said Temporary License and Trail Construction Agreement on behalf of the District.

\* \* \* \* \*

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regularly held meeting of the Board of Directors of the Pueblo West Metropolitan District on the 4<sup>th</sup> day of April, 2012, by the following vote:

AYES, and in favor thereof, Directors: Jerry Martin, Mike French, Bill Vickers

NOES, Directors:

ABSENT, Directors: Christine McCarthy  
John Lisi

*William H. Vickers*  
ASSISTANT Secretary



## TEMPORARY LICENSE AND TRAIL CONSTRUCTION AGREEMENT

THIS TEMPORARY LICENSE AND TRAIL CONSTRUCTION AGREEMENT ("Agreement") is made this 6th day of April 2012 ("Effective Date") by and between the PUEBLO WEST METROPOLITAN DISTRICT herein referred to as "District", and the CITY OF COLORADO SPRINGS, a home rule city and Colorado municipal corporation, on behalf of its enterprise Colorado Springs Utilities herein referred to as "Licensee" (whether grammatically singular or plural).

### RECITALS

WHEREAS, the District owns the real property described in Exhibits A-1 through A-8, attached hereto and made a part hereof by reference ("District Property"); and

WHEREAS, the term "Licensee" shall include employees, agents and contractors of Licensee; and

WHEREAS, the District grants through this Agreement a Temporary License to Licensee over the District Property; and

WHEREAS, the District has requested that Licensee construct a gravel trail ("The Trail") over certain portions of the District Property, as further described herein, in lieu of revegetating the District Property in those locations where there has been land disturbance associated with the construction of the Southern Delivery System Project, with specific reference to the installation of pipeline segments associated with the Project; and

WHEREAS, the parties hereby enter into this Agreement.

### AGREEMENT

1. **Prior Agreement to Construction:** This Agreement provides further documentation regarding the terms and conditions under which the Licensee shall construct the Trail on District property for the benefit of the District. Such construction was previously considered and committed to by both the District and Licensee by letter dated January 5, 2011, labeled Exhibit C attached hereto and incorporated herein by reference.
2. **Granting of License:** For and in consideration of the construction of the Trail, the District without warranting title or interest, and subject to the covenants hereinafter set forth, does hereby authorize the Licensee, its successors and assigns to enter, occupy, use, and construct the Trail on the District Property, generally known as Sections 5 and 8, Township 19 South, Range 65 West and Sections 8, 17, 20, 29, and 32, Township 20 South, Range 65 West of the 6<sup>th</sup> P.M., Pueblo County, State of Colorado, more particularly described on Exhibits A-1 through A-8.

Licensee shall have the right of reasonable ingress and egress in, to through, over, under, and across the District Property to perform its obligations established in this Agreement.

The District has previously acknowledged, and hereby confirms, Licensee's right to occupy and utilize a portion of the areas described in the above-referenced Exhibits A-1 through A-8, as work limits shown on construction drawings. In addition, the District has also granted to Licensee, through separate instruments, permanent easements for the pipeline corridor and temporary construction easements for construction purposes in platted and developable lots.

3. **The Trail:** Licensee shall construct a variable width gravel trail (the "Trail") generally 8 ft. wide all situated in a portion of inclusive and depicted in the locations shown on the construction drawings labeled Exhibit B, all attached hereto and made a part hereof by reference. The District has reviewed the construction drawings included in Exhibit B and approves the construction standards and location of the Trail.
4. **Term:** The term of this agreement ("Term") shall commence the Effective Date and run 270 days from the date construction begins on the Trail as noted by Section 5 below, but in no event shall last longer than two (2) years from the Effective Date. Upon the close of the Term, the District shall be solely liable for the totality of the Trail and all Licensee liabilities and obligations shall be fulfilled.
5. **Notice of Construction:** The Licensee shall notify the District's District Manager at least three (3) working days prior to commencement of the construction of Licensee's intended installation so that the District may make such inspections as it considers necessary.
6. **Reservation of Rights in Property:** In granting the License within this Agreement, the District reserves the right to make full use of the property involved as may be necessary or convenient and the District retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the District's property at any time and in such a manner as it deems necessary or convenient.
7. **Completion and Cleanup:** The Licensee shall complete the Trail installation, clear the area of all construction debris and restore, to the extent practicable, the area to its pre-existing condition, excluding the physical space taken by the Trail. This shall be accomplished within 270 days from the date of commencement of construction.
8. **Restoration of Roads, Fences and Facilities:** All District roads, fencing and other facilities which are disturbed by the construction of Licensee's installation shall, within the time prescribed in Section 7: Completion and Cleanup, be restored as commercially and practically reasonable, to the pre-existing condition.
9. **Markers:** Licensee shall be responsible for the initial installation of signage related to the operation of the Trail, with Licensee and the District to mutually agree upon the size, number, location and content of such signage. The Licensee shall have no responsibility for

maintaining or replacing such signage or markers nor any liability related to such signage or markers after initial installation or after the completion of the Term of this Agreement.

**10. Indemnification:**

- a. To the extent specifically authorized by law, Licensee shall indemnify and save harmless the District, its officers, employees and agents, against any and all claims, damages, actions or causes of action and expense to which it, or they, may be subjected by reason of Licensee's construction activities within and across the property of the District.
- b. To the extent specifically authorized by law, the District, for itself, its representatives, successors and assigns hereby releases Licensee and shall fully protect, defend, indemnify and hold harmless Licensee and Colorado Springs Utilities, together with their officers, City Council, Utilities Board, directors, employees, agents, contractors and representatives from and against any and all losses, claims of personal injury, death or property damage, causes of action, costs and expenses, including attorney's fees, or liability of any nature arising out of or related to any and all uses of the Trail whether by the District or others.
- c. Nothing in this License shall be interpreted to limit or prevent the protections afforded to Licensee under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

**11. Ownership and Future Maintenance:** All work authorized by this Agreement shall be performed by the Licensee at no expense to the District. Following the completion of the Trail construction as provided herein, District shall own and be solely liable for the totality of all operation, repair, maintenance, costs, and replacement of the Trail.

**12. No Warranty of Title:** The rights and privileges granted in this Agreement are subject to prior Agreements, Licenses and conveyances, recorded or unrecorded. District covenants that it owns or holds a possessory interest in the land upon which the Trail is to be constructed and it shall be the District's sole responsibility to determine the existence of any rights, uses or installations conflicting with the Licensee's use of the District's property hereunder and to resolve any conflict.

**13. Assignment:** The rights granted hereunder shall not be assigned without the written consent of both parties.

**14. Fees:** No fees are applicable in connection with this Agreement.

**15. Special Conditions:** This Agreement is subject to the foregoing conditions and to the following special conditions:

- a. In relation to Section 4, Licensee shall be released and held harmless from any requirement to re-vegetate the area occupied by the Trail.

- b. The construction of the Trail, in lieu of re-vegetation, is subject to the approval of Pueblo County. Such approval shall be obtained by the District with the assistance of Licensee prior to construction commencing.
- 16. Notice:** Wherever herein notice is required to be given to any party hereto, such notice shall be given by U.S. Postal Service first class delivery, or by personal hand delivery addressed as follows:
- To the District:
- District Manager  
Pueblo West Metropolitan District  
P.O. Box 7005  
Pueblo West, CO 81007
- To the Licensee:
- SDS Deputy Program Director  
Colorado Springs Utilities  
P.O. Box 1103, Mail Code 930  
Colorado Springs, CO 80947
- 17. Recordation:** Following execution of this Agreement by both parties hereto, the District shall cause this Agreement to be recorded with the County Clerk and Recorder's Office in Pueblo County, Colorado.
- 18. Governing Law and Jurisdiction:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado, the Colorado Springs City Charter, City Code, Ordinances, Rules and Regulations. The Parties consent to venue and jurisdiction in the District Court in and for El Paso County, Colorado, or in the United States District Court for the District of Colorado in any action commenced relating to this License or the transactions contemplated hereby.
- 19. Environmental:** Licensee shall comply with all applicable local, state and federal laws, regulations, and rules related to the environment or public health in Licensee's activities related to this Agreement.
- 20. Appropriation of Funds:** In accord with the Colorado Springs City Charter, performance of any of Licensee's obligations that require expenditure of funds under this Agreement is expressly subject to appropriation of funds by the Colorado Springs City Council. In the event funds are not appropriated in whole or in part sufficient for performance of Licensee's obligations under this Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then this Agreement shall thereafter become null and void by operation of law, and Licensee shall thereafter have no liability for compensation or damages to the District in excess of Licensee's authorized appropriation for this Agreement or the applicable spending limit, whichever is less. Licensee shall notify the District as soon as reasonably practicable in the event of non-appropriation or in the event a spending limitation becomes applicable.

21. **Survival of Obligations.** All express representations and indemnifications shall survive this Agreement, including any duties or obligations that are required in the event of termination.
22. **Entire Agreement.** This Agreement and the incorporated exhibits represent the entire agreement between the parties concerning the topic of the Trail, 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 parties.

[*Signatures on following page*]

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

PUEBLO WEST METROPOLITAN DISTRICT

By: X 4/4/12  
District Manager

Approved as to form:

T. Mullans  
Tom Mullans

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

By: KR  
Title: Keith Riley, SDS Deputy Program Director, Colorado Springs Utilities

Approved as to form:

By: Charly Brash  
City Attorney's Office – Utilities

Reviewed by:

By: Ingrid Richter  
Ingrid Richter, Manager of Real Estate Services

PARCEL DESIGNATION:	517000007	DATE:	June 29, 2010
OWNER:	PUEBLO WEST METRO DISTRICT Owner current as of the date of certification hereon)		

**EXHIBIT A - 1**

A parcel of land located in Section 17, Township 20 South, Range 65 West of the Sixth Principal Meridian, Pueblo County, Colorado, as recorded in Book 1917 at Page 327 of the records of Pueblo County.



Prepared for and on behalf of Colorado Springs Utilities by: Thomas W. Shaughnessy, L.S. 38166, of CRITIGEN, LLC, 90 South Cascade Avenue, Suite 700, Colorado Springs, Colorado, 80903

PARCEL DESIGNATION:	517099386	DATE:	July 27, 2010
OWNER:	PUEBLO WEST METRO DISTRICT (Owner current as of the date of certification hereon)		

**EXHIBIT A -2**

PARCEL C, TRACT NO. 386, PUEBLO WEST COLORADO, located in the North Half of Section 17 and the South Half of Section 8, Township 20 South, Range 65 West of the Sixth Principal Meridian, Pueblo County, Colorado, according to the plat thereof recorded in Book 1738 at Page 421 of the records of Pueblo County.



Prepared for and on behalf of Colorado Springs Utilities by: Thomas W. Shaughnessy, L.S. 38166, of CRITIGEN, LLC, 90 South Cascade Avenue, Suite 700, Colorado Springs, Colorado, 80903

PARCEL DESIGNATION:	508099998	DATE:	July 27, 2010
OWNER:	PUEBLO WEST METRO DISTRICT (Owner current as of the date of certification hereon)		

**EXHIBIT A -3**

PARCEL D, TRACT NO. 386, PUEBLO WEST COLORADO, located in the South Half of Section 8, Township 20 South, Range 65 West of the Sixth Principal Meridian, Pueblo County, Colorado, as recorded in Book 1738 at Page 421 of the records of Pueblo County.



Prepared for and on behalf of Colorado Springs Utilities by: Thomas W. Shaughnessy, L.S. 38166, of CRITIGEN, LLC, 90 South Cascade Avenue, Suite 700, Colorado Springs, Colorado, 80903

PARCEL DESIGNATION:	508099254	DATE:	June 28, 2010
OWNER:	PUEBLO WEST METRO DISTRICT (Owner current as of the date of certification hereon)		

**EXHIBIT A - 4**

PARCELS D, E, F, G and H, TRACT NO. 254, PUEBLO WEST COLORADO, located in Section 8 and the South Half of Section 5, Township 20 South, Range 65 West of the Sixth Principal Meridian, Pueblo County, Colorado, as recorded in Book 1735 at Page 529 of the records of Pueblo County.



Prepared for and on behalf of Colorado Springs Utilities by: Thomas W. Shaughnessy, L.S. 38166, of CRITIGEN, LLC, 90 South Cascade Avenue, Suite 700, Colorado Springs, Colorado, 80903

PARCEL DESIGNATION:	9529099238	DATE:	June 29, 2010
OWNER:	PUEBLO WEST METRO DISTRICT (Owner current as of the date of certification hereon)		

**EXHIBIT A-5**

PARCELS H and B, TRACT NO. 238, PUEBLO WEST COLORADO, located in the North Half of Section 32 and Section 29, Township 19 South, Range 65 West of the Sixth Principal Meridian, Pueblo County, Colorado, according to the plat thereof recorded in Book 1696 at Page 517 of the records of Pueblo County.



Prepared for and on behalf of Colorado Springs Utilities by: Thomas W. Shaughnessy, L.S. 38166, of CRITIGEN, LLC, 90 South Cascade Avenue, Suite 700, Colorado Springs, Colorado, 80903

PARCEL DESIGNATION:	9529099237	DATE:	June 28, 2010
OWNER:	PUEBLO WEST METRO DISTRICT (Owner current as of the date of certification hereon)		

**EXHIBIT A - 6**

PARCEL G, TRACT NO. 237, PUEBLO WEST COLORADO, located in Section 29 and the South Half of Section 20, Township 19 South, Range 65 West of the Sixth Principal Meridian, Pueblo County, Colorado, according to the plat thereof recorded in Book 1679 at Page 219 of the records of Pueblo County.



Prepared for and on behalf of Colorado Springs Utilities by: Thomas W. Shaughnessy, L.S. 38166, of CRITIGEN, LLC, 90 South Cascade Avenue, Suite 700, Colorado Springs, Colorado, 80903

PARCEL DESIGNATION:	9521099400	DATE:	June 28, 2010
OWNER:	PUEBLO WEST METRO DISTRICT (Owner current as of the date of certification hereon)		

**EXHIBIT A -7**

PARCELS W, X, Y, Z and A, TRACT NO. 400, PUEBLO WEST COLORADO, located in Section 20, Section 17 and the South Half of Section 8, Township 19 South, Range 65 West of the Sixth Principal Meridian, Pueblo County, Colorado, according to the plat thereof recorded in Book 1721 at Page 48 of the records of Pueblo County.



Prepared for and on behalf of Colorado Springs Utilities by: Thomas W. Shaughnessy, L.S. 38166, of CRITIGEN, LLC, 90 South Cascade Avenue, Suite 700, Colorado Springs, Colorado, 80903

PARCEL DESIGNATION:	9508000002	DATE:	June 29, 2010
OWNER:	PUEBLO WEST METRO DISTRICT (Owner current as of the date of certification hereon)		

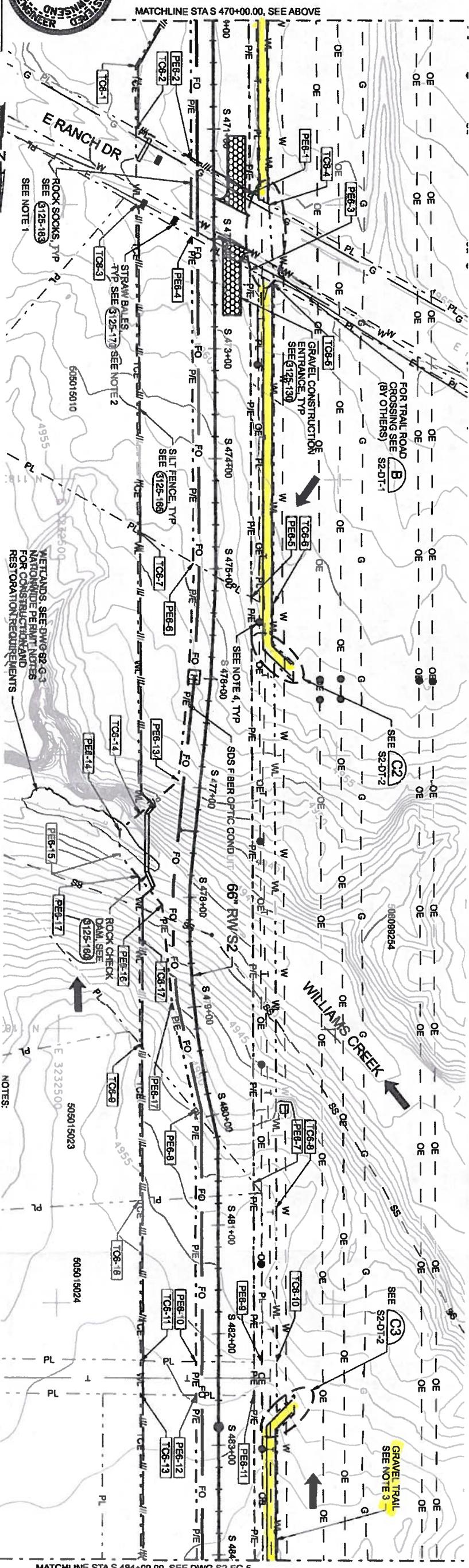
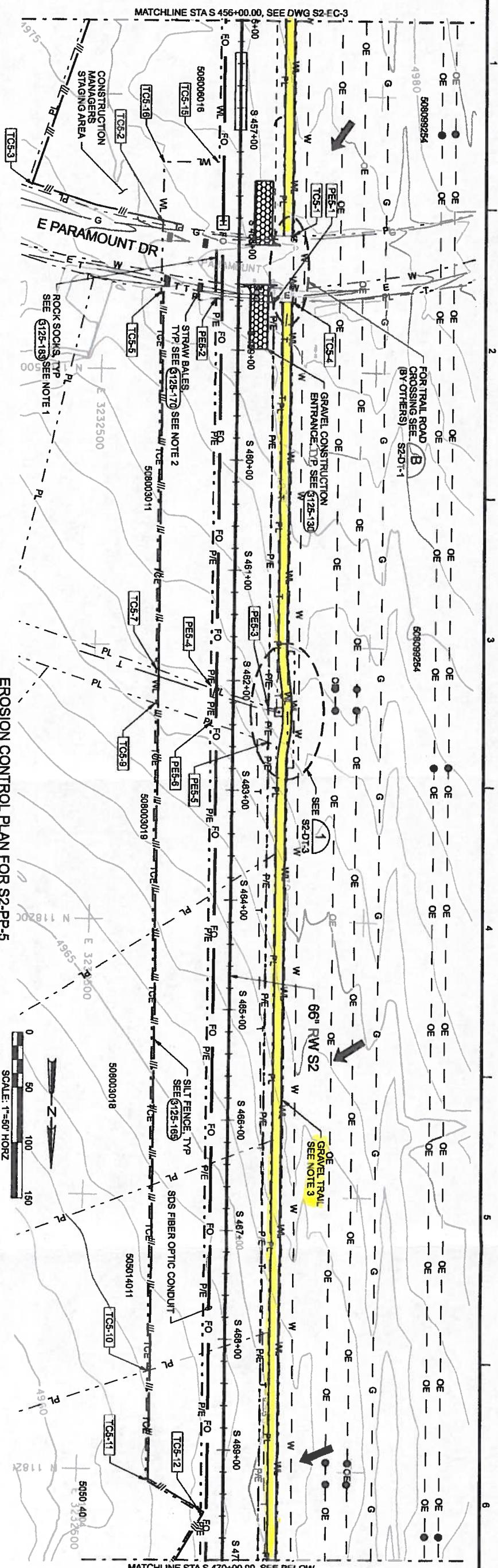
**EXHIBIT A -B**

A parcel of land located in Section 8, Township 19 South, Range 65 West of the Sixth Principal Meridian, Pueblo County, Colorado, as recorded in Book 1917 at Page 160 of the records of Pueblo County.

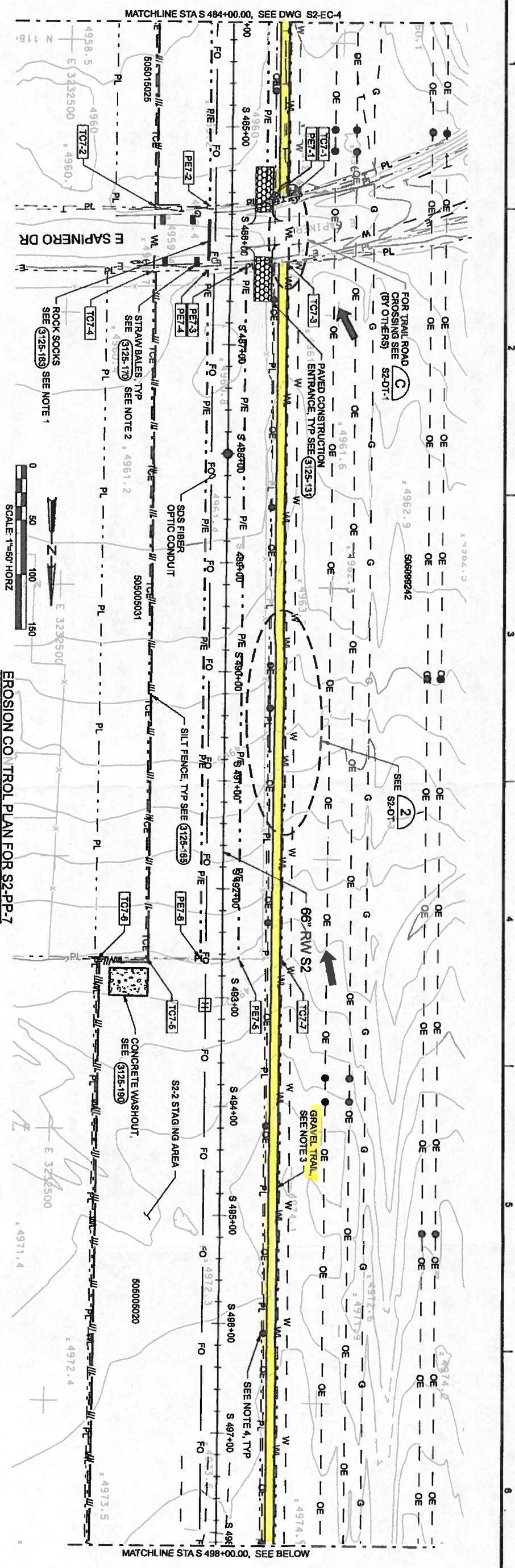
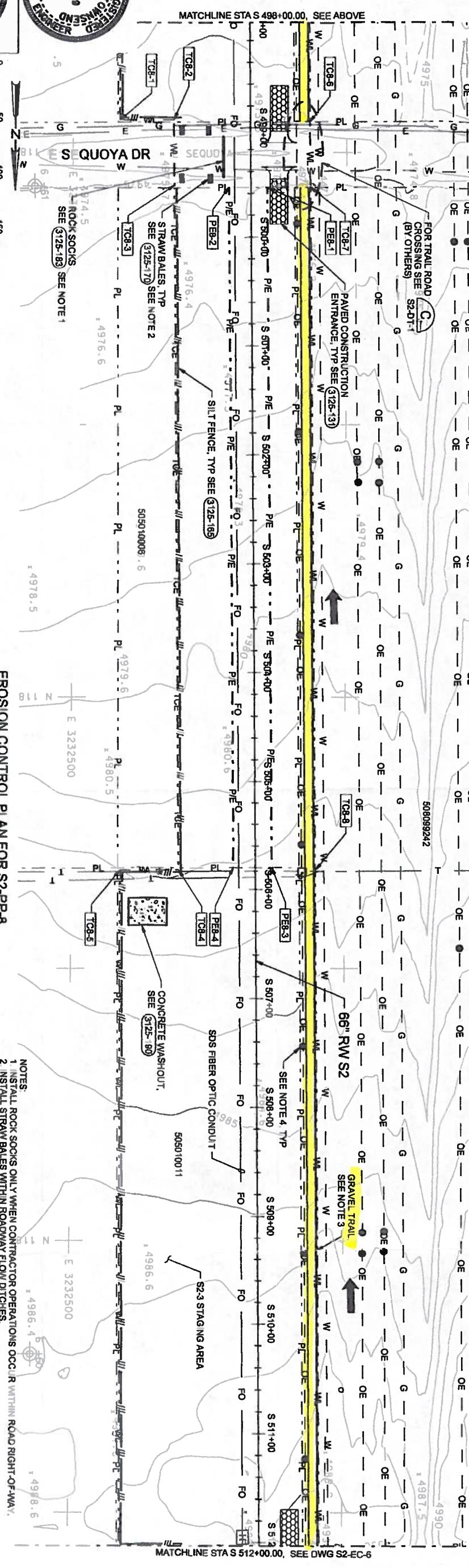


Prepared for and on behalf of Colorado Springs Utilities by: Thomas W. Shaughnessy, L.S. 38166, of CRITIGEN, LLC, 90 South Cascade Avenue, Suite 700, Colorado Springs, Colorado, 80903





COLORADO REGIONAL ENGINEER WENDY CHRISTOFFERSON SENIOR ENGINEER		COLORADO REGIONAL ENGINEER ROBERT TOWNSEND SENIOR ENGINEER	
J5846		J5849	
DSGN EFCOR/TOWNSEND	DR M. MONTBRIAN	DSGN EFCOR/TOWNSEND	DR M. MONTBRIAN
M. CHRISTOFFERSON	C. K. GOLDENCO BENTON	M. CHRISTOFFERSON	C. K. GOLDENCO BENTON
NO.	DATE	NO.	DATE
REVISION	BY	REVISION	BY
APR'D	APR'D	APR'D	APR'D



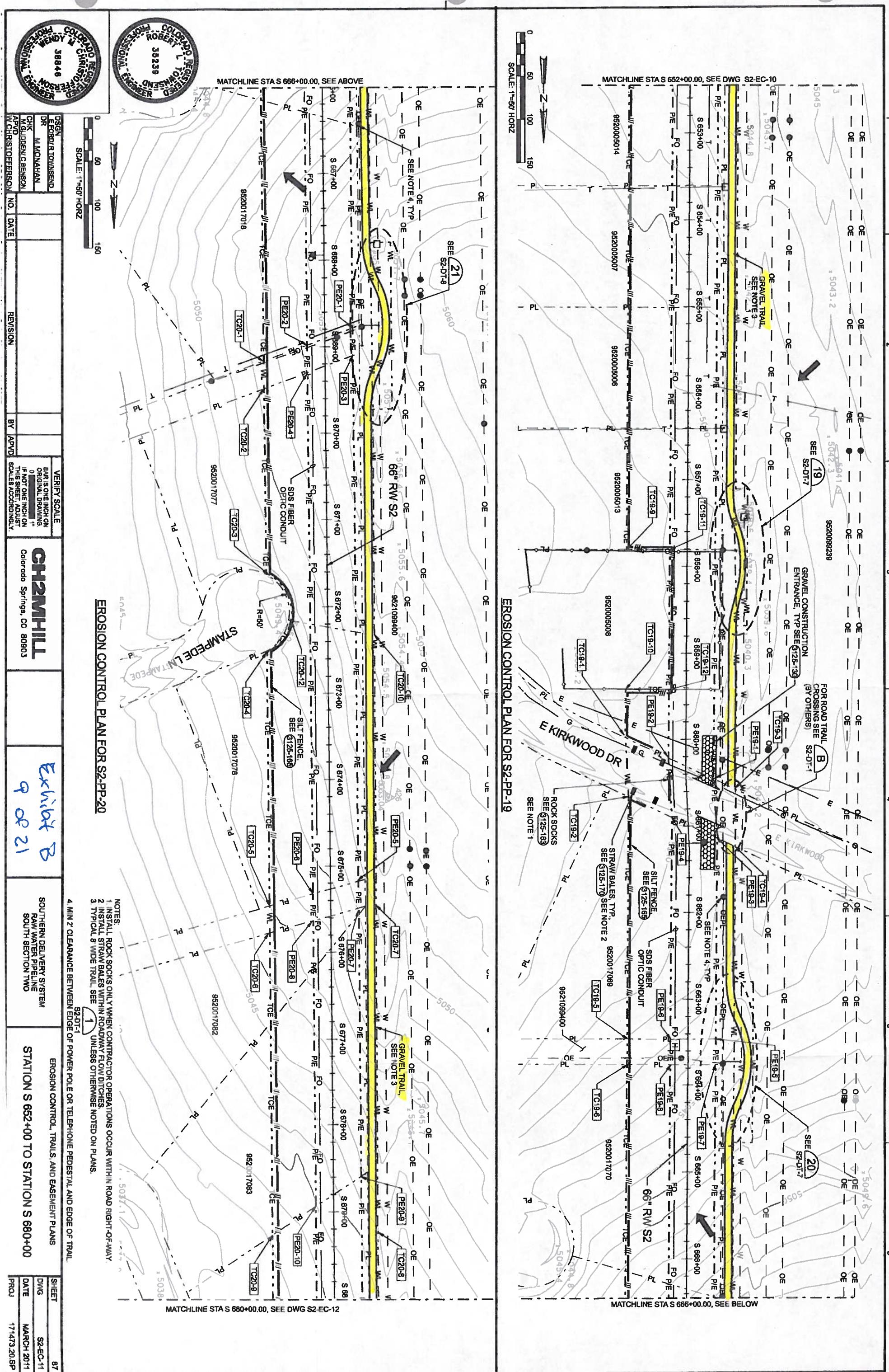




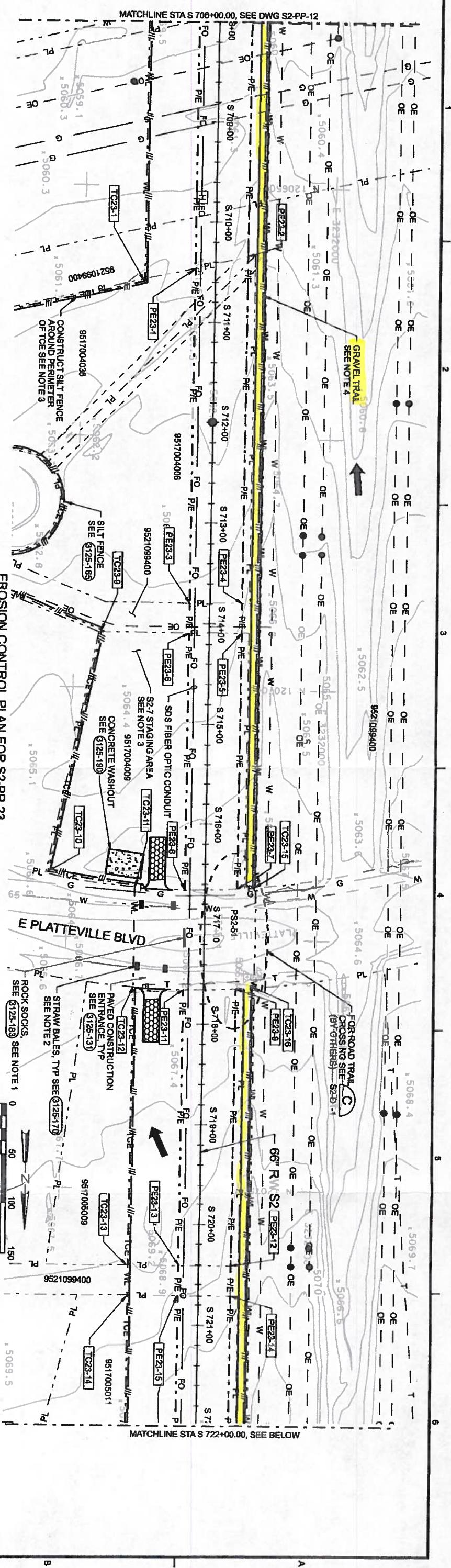
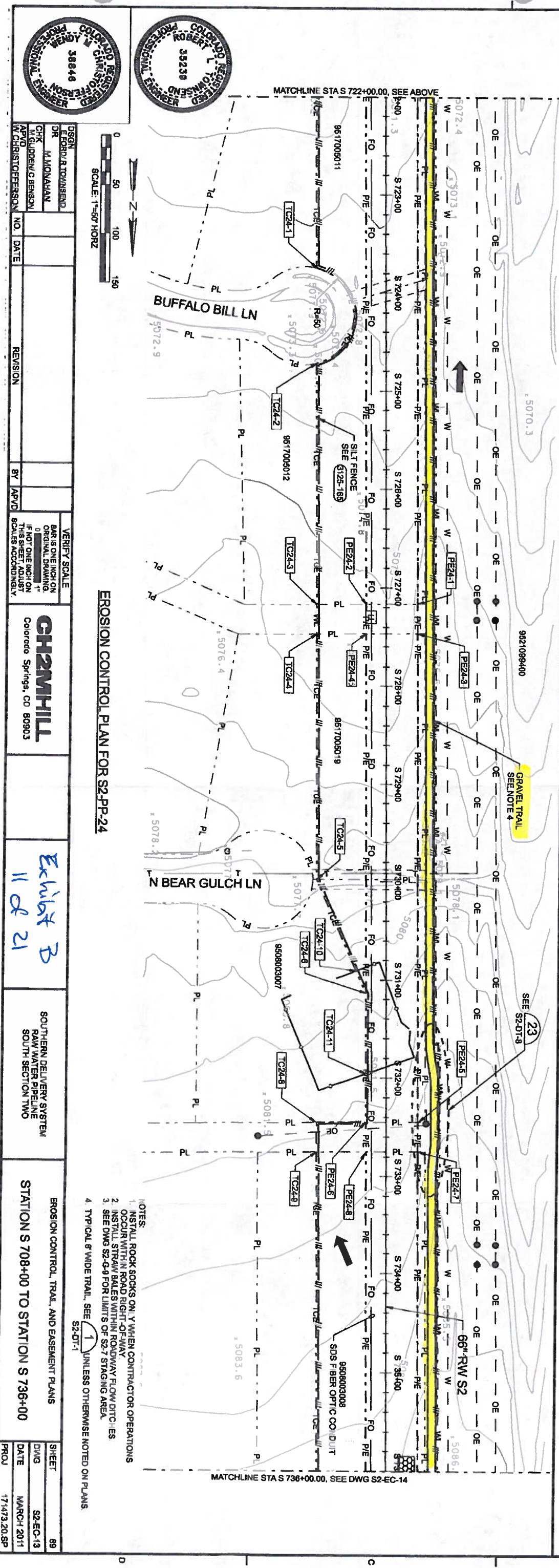




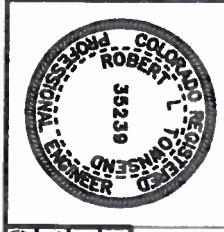












COLO. DEPT. OF TRANSPORTATION  
GENERAL ENGINEER  
J5239

DSGN R. TOWNSEND  
DR M. MONAHAN  
CIR. M. ROSSER & G. BENSON  
APD. W. CHRISTOFFERSON  
REVISION BY APD  
SHEET NO. DATE

**GH2MHILL**  
Colorado Springs, CO 80903

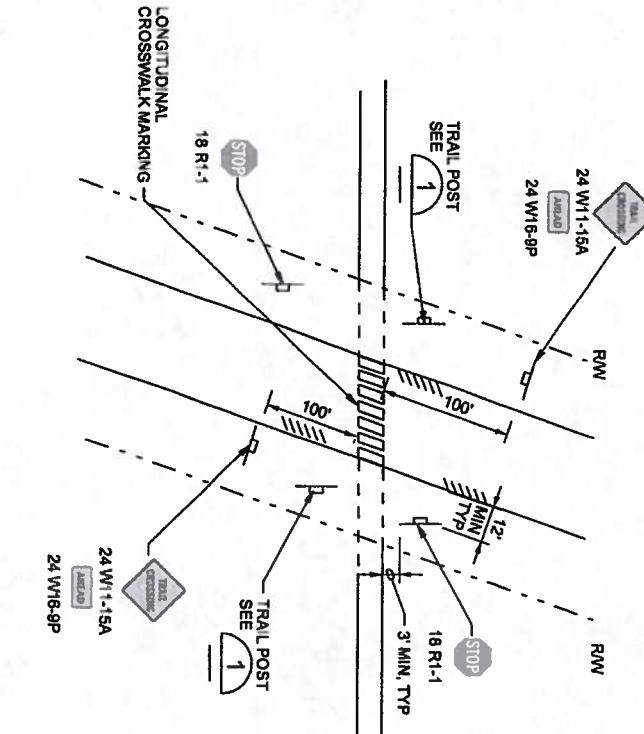
**Exhibit B**  
13 of 21

TRAIL DETAIL  
NTS

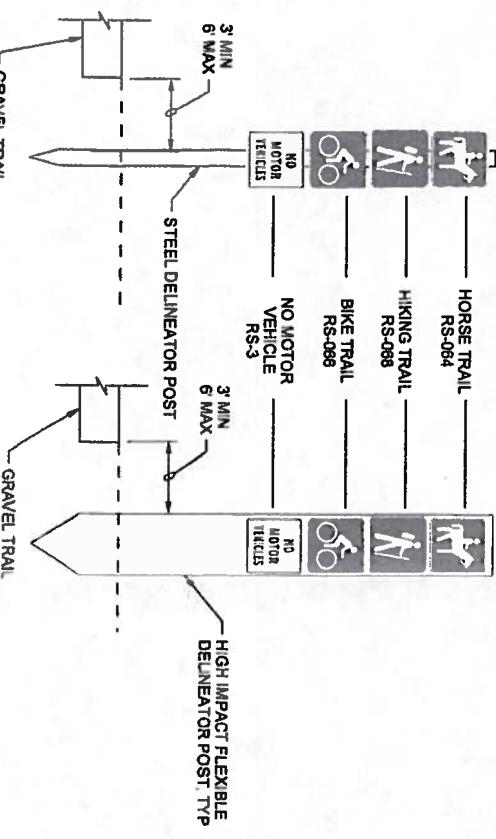
SHEET 91  
DWG S2-DT-1  
DATE MARCH 2011  
PROJ 17-47320-SP

NOTE:  
SIGNAGE (BY OTHERS) TO MEET REQUIREMENTS OF CDOT AND UTCOD 2009 EDITION.

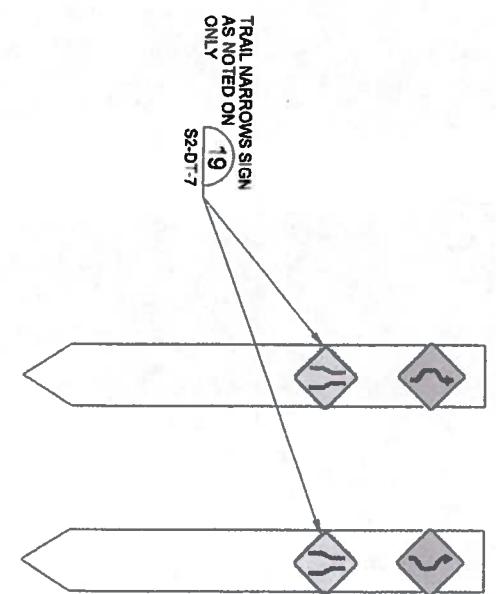
### PAVED ROAD TRAIL CROSSING (BY OTHERS) C NTS



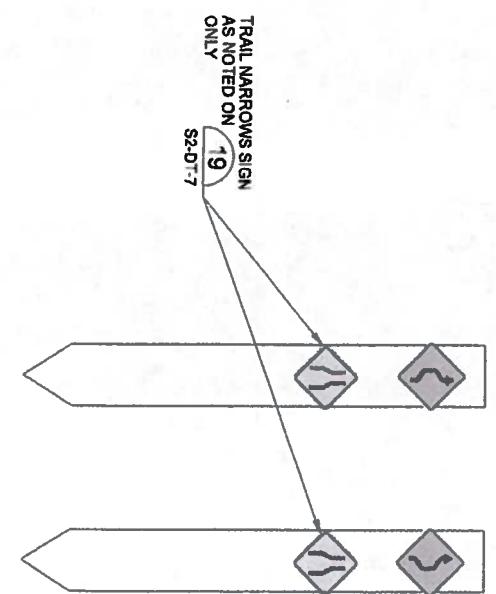
### TRAIL SIGNAGE (BY OTHERS) S1 NTS



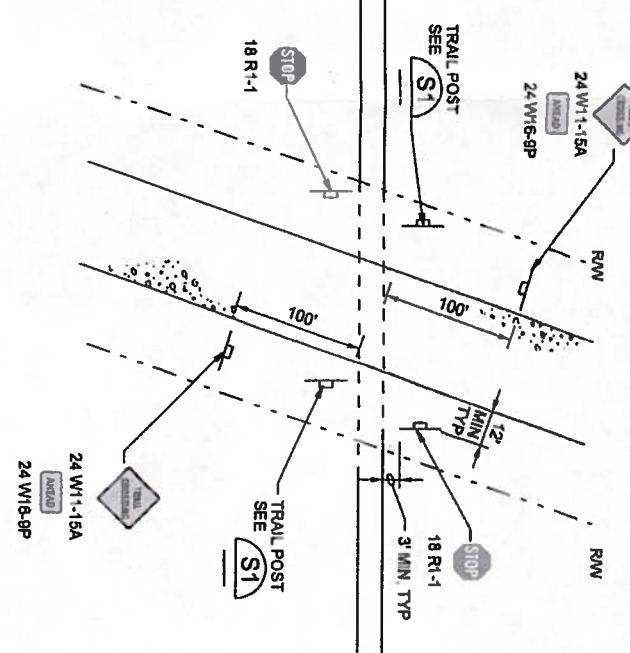
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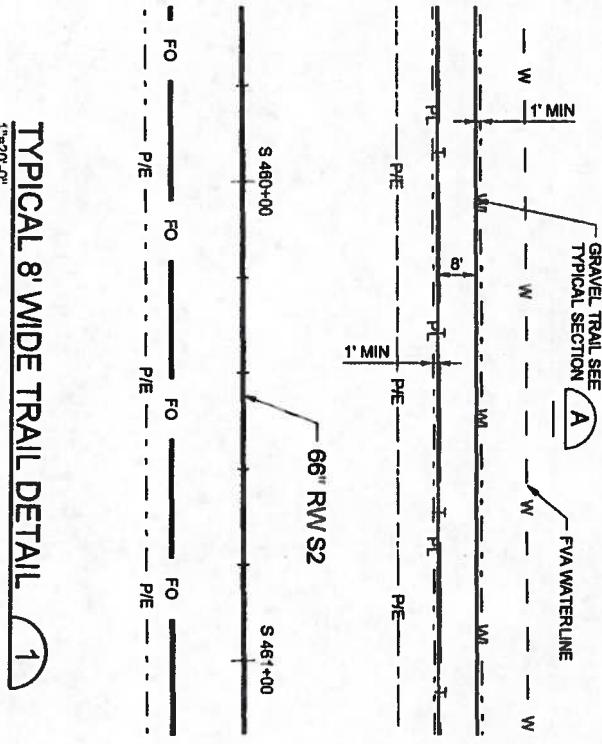
### TRAIL SIGNAGE (BY OTHERS) S3 NTS



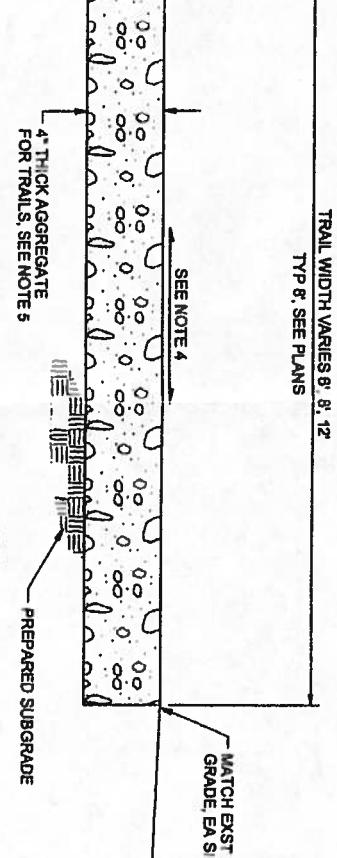
### GRAVEL ROAD TRAIL CROSSING (BY OTHERS) B NTS



### TYPICAL 8' WIDE TRAIL DETAIL 1 1=1'-0"



### TYPICAL TRAIL SECTION A 1=1'-0"



- GENERAL TRAIL NOTES.
1. INSTALL GRAVEL WITH A MINIMUM 1" CLEARANCE BETWEEN WEST PROPERTY LINE AND EAST EDGE OF THE TRAIL.
  2. TYPICAL TRAIL IS WIDE, UNLESS OTHERWISE NOTED ON PLANS.
  3. CONSTRUCTION VEHICLES WITH TOTAL OPERATIONAL WEIGHT OF MORE THAN 10,000 LBS ARE NOT ALLOWED WITHIN RESTRICTED WORK LIMITS. PLACEMENT OF FILL STOCKPILES OR MATERIALS WITHIN RESTRICTED WORK LIMITS IS PROHIBITED. RESTRICTED WORK LIMITS ARE 15 FEET CENTERED ON FVA/WATERLINE. RESTRICTED WORK LIMITS FOR TRAIL CONSTRUCTION ONLY: 66' RW S2 CONSTRUCTION NOT ALLOWED.
  4. TRAIL CROSS-SLOPE IS PROHIBITED.
  5. THICK AGGREGATE SURFACE WHERE TRAIL WIDTH IS 12'; SEE 10.

6. AUTOCAD FILE OF GRAVEL TRAIL AVAILABLE FROM CONSTRUCTION MANAGER.

S2-DT-5

NTS

24 W1-15A  
[ANGLE]  
24 W16-9P

SEE S1

A

B

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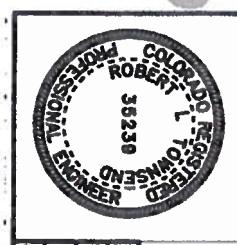
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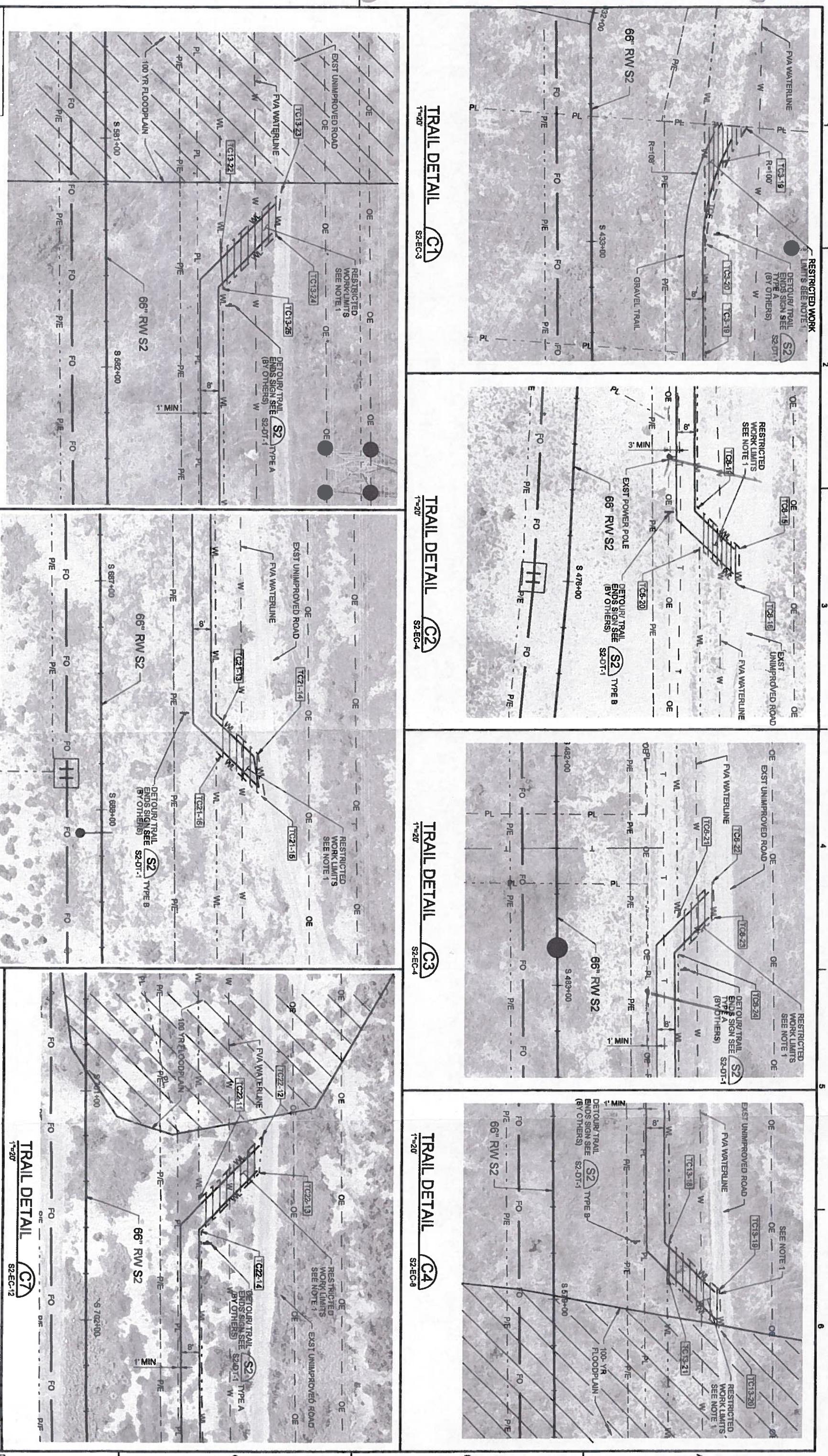
Z



ROBERT L. SWINSON  
SENIOR ENGINEER  
PROFESSIONAL ENGINEER  
35239  
COLORADO DEPARTMENT OF TRANSPORTATION

DSGN R. TOWNSEND  
DR. M. MONAHAN  
CHK C. BENSON  
RWD N. CHRISTOFFERSON  
NO. DATE BY APRD

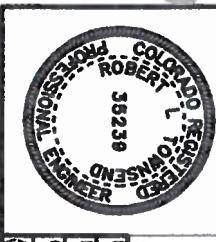
REVISION



SOUTHERN DELIVERY SYSTEM  
RAW WATER PIPELINE  
SOUTH SECTION TWO

VERIFICATION  
SHEET  
DRAWING  
DATE  
PAGE

CH2MHILL  
Exhibit B  
14 of 21  
SHEET 92  
DRAWING S2-DT-2  
DATE MARCH 2011  
PAGE 17-1473-20 SP



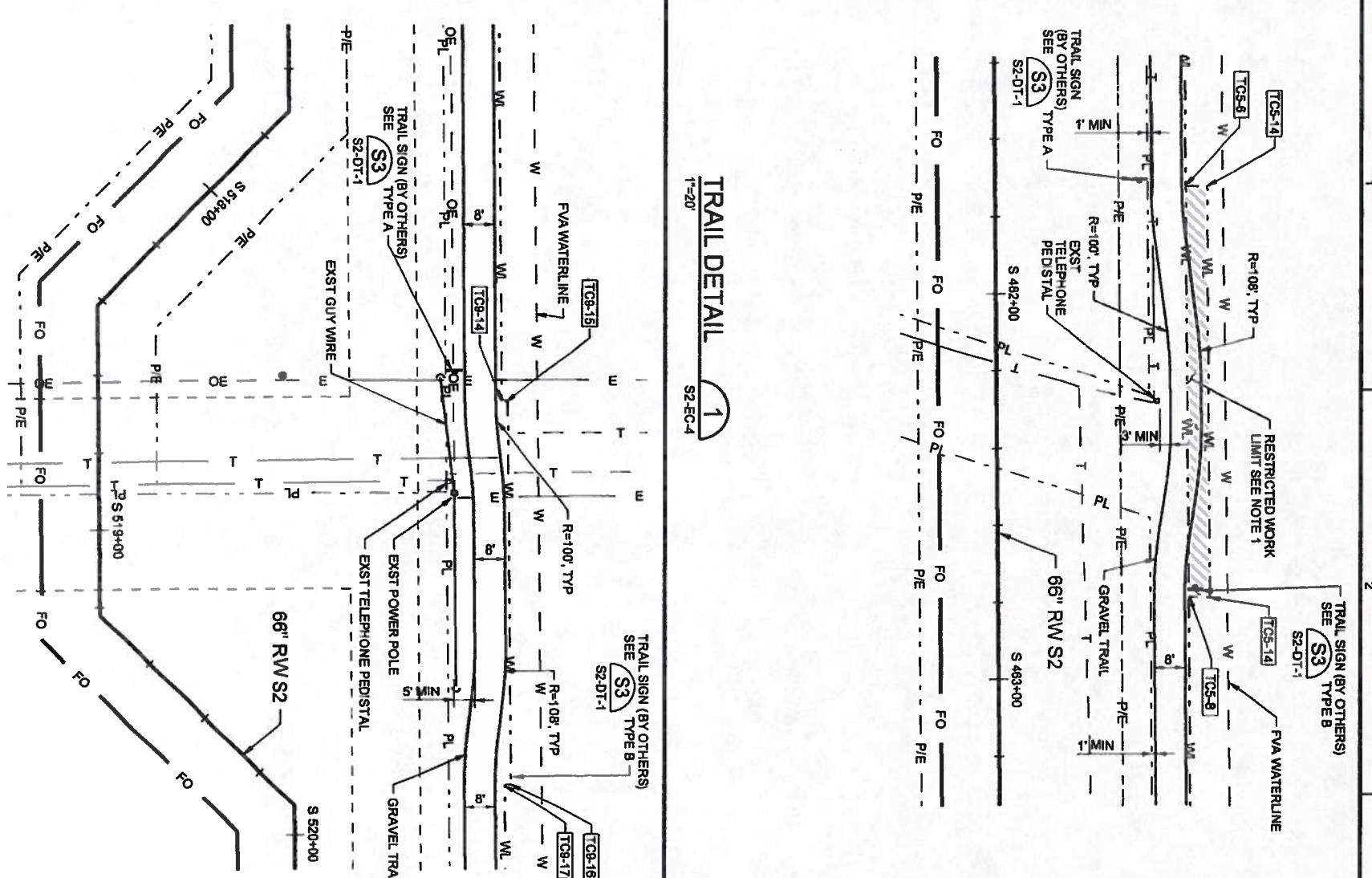
COLO. DEPT. OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
SPECIAL ENGINEER  
APVO CHRISTOFFERSON  
35239

REVISION NO. BY APVO

VERIFY SCALE  
BARS ONE INCH ON  
ORIGINAL DRAWING.  
IF NOT ONE INCH ON  
THIS SHEET, ADJUST  
SCALES ACCORDINGLY.

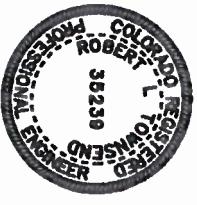
**CH2MHILL**  
Colorado Springs, CO 80903

TRAIL DETAIL  
SHEET 93  
DIV S2-DT-3  
DATE MARCH 2011  
FRRU 171473 20 SP









TRAIL DETAIL				13	
				S2-EC-9	
				1-20'	
DSGN R. TOWNSEND					
DR M. MOONAHAN					
CHK C. BENSON					
APD D. STACOFF	NO	DATE	REASON	BY	ARM

**TRAIL DRILL**

1-20

VERIFY SCALE  
BAR IS ONE INCH ON  
ORIGINAL DRAWING  
0      1  
IF NOT ONE INCH ON  
THIS SHEET ADJUST  
COPIER CONSIDERABLY

**CH2MHILL**

Colorado Springs, CO 80903

	S2-EC-9
Exhibit B 18 of 21	SOUTHERN RAW WIRE SOUTH S.

**DELIVERY SYSTEM**  
**TER PIPELINE**  
**SECTION TWO**

**TRAIL C**

**CENTERED ON RVA WATERLINE. RESTRICTED WORK  
65' RW \$32 CONSTRUCTION NOT ALLOWED**

**2 CONTRACTOR TO VERIFY GUY WIRE LOCATION AND  
5' CLEAR FROM GUY WIRE**

**ADJUST TRAIL AS REQUIRED TO MAINTAIN  
LIMITS FOR TRAIL CONSTRUCTION ONLY.**

T  
S2-DT-6  
MARCH 2011

— 3 —

66" RW S2

GRAVEL TRAIL

EXIST POWER POLE, TYP

EXIST GUY WIRE

WL

W

OE

PIE

FO

PL

S 822+00

TC-6-9

S2-DT-1

SEE S3 TYPE B

TRAIL SIGN (BY OTHERS)

R=108, TYP

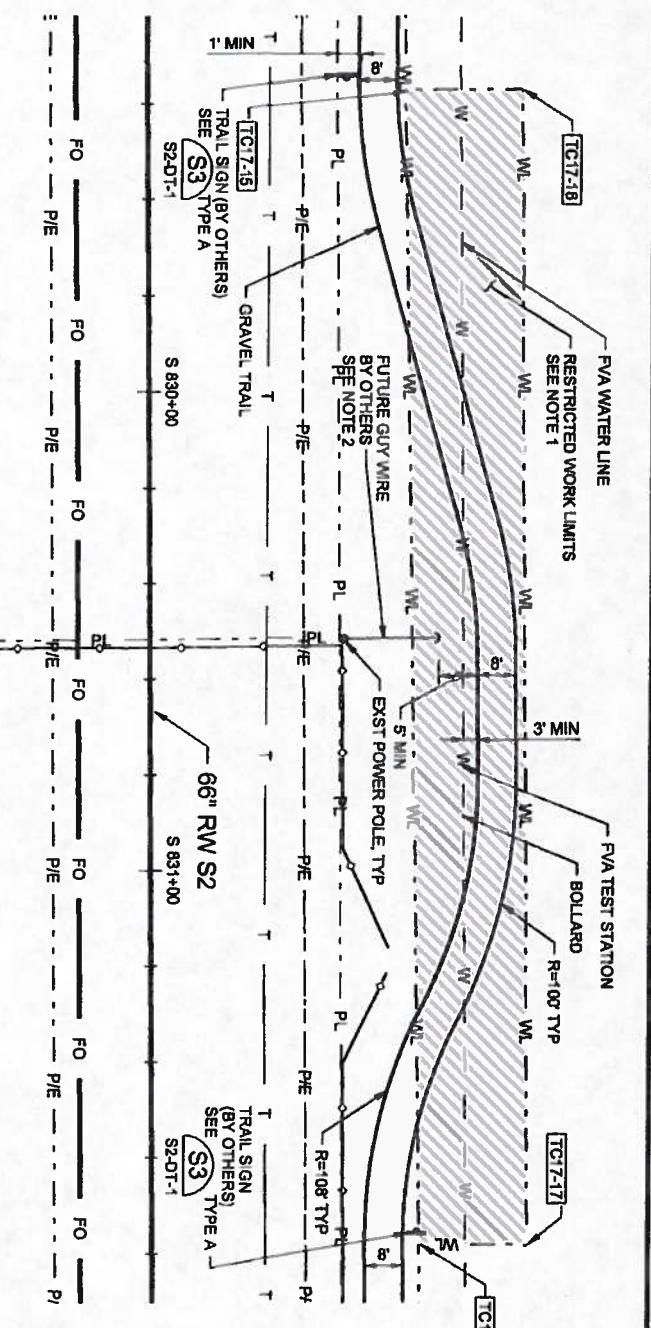
SEE NOTE

TC-15-8

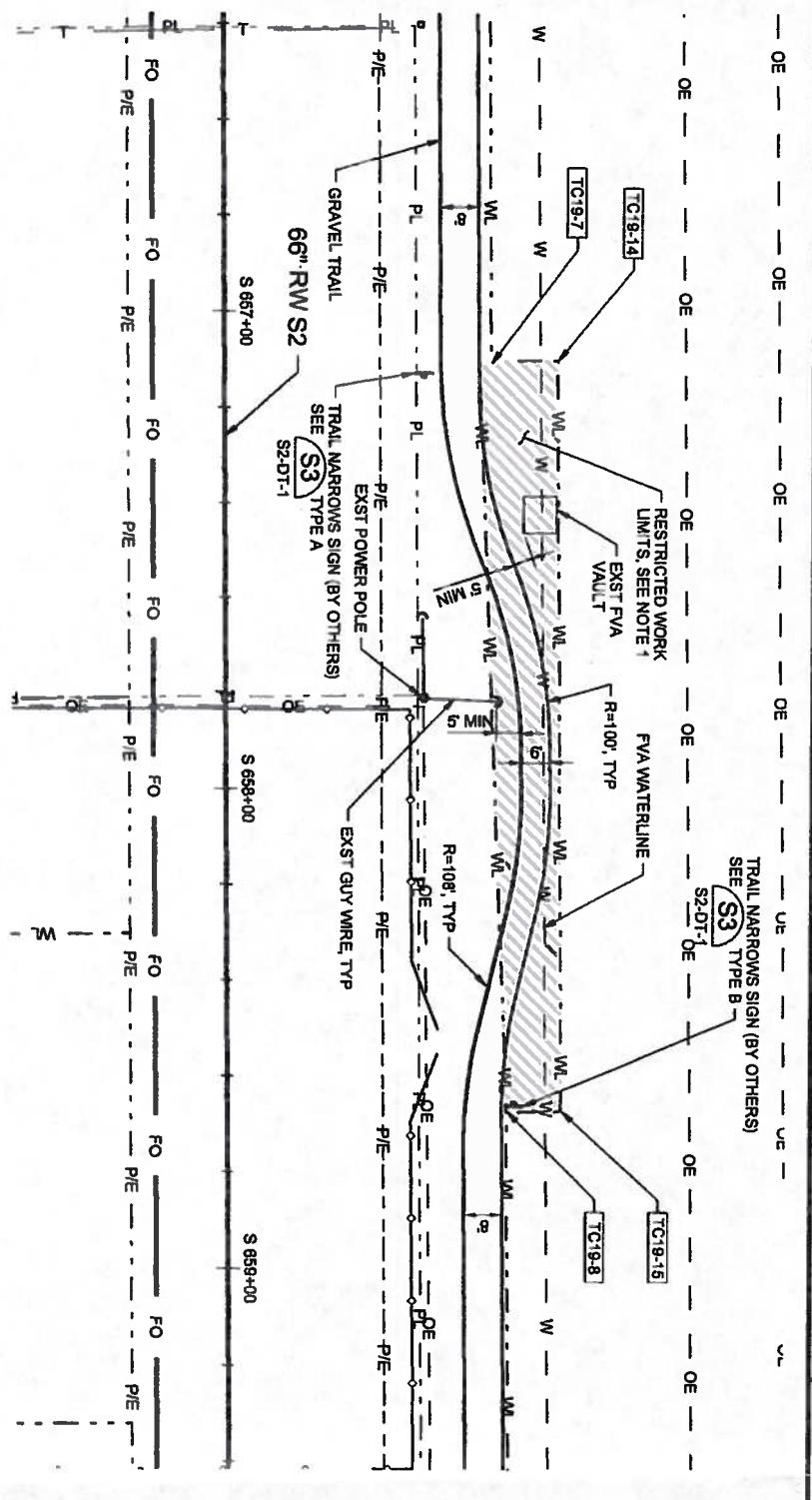
TC-15-12

S 801

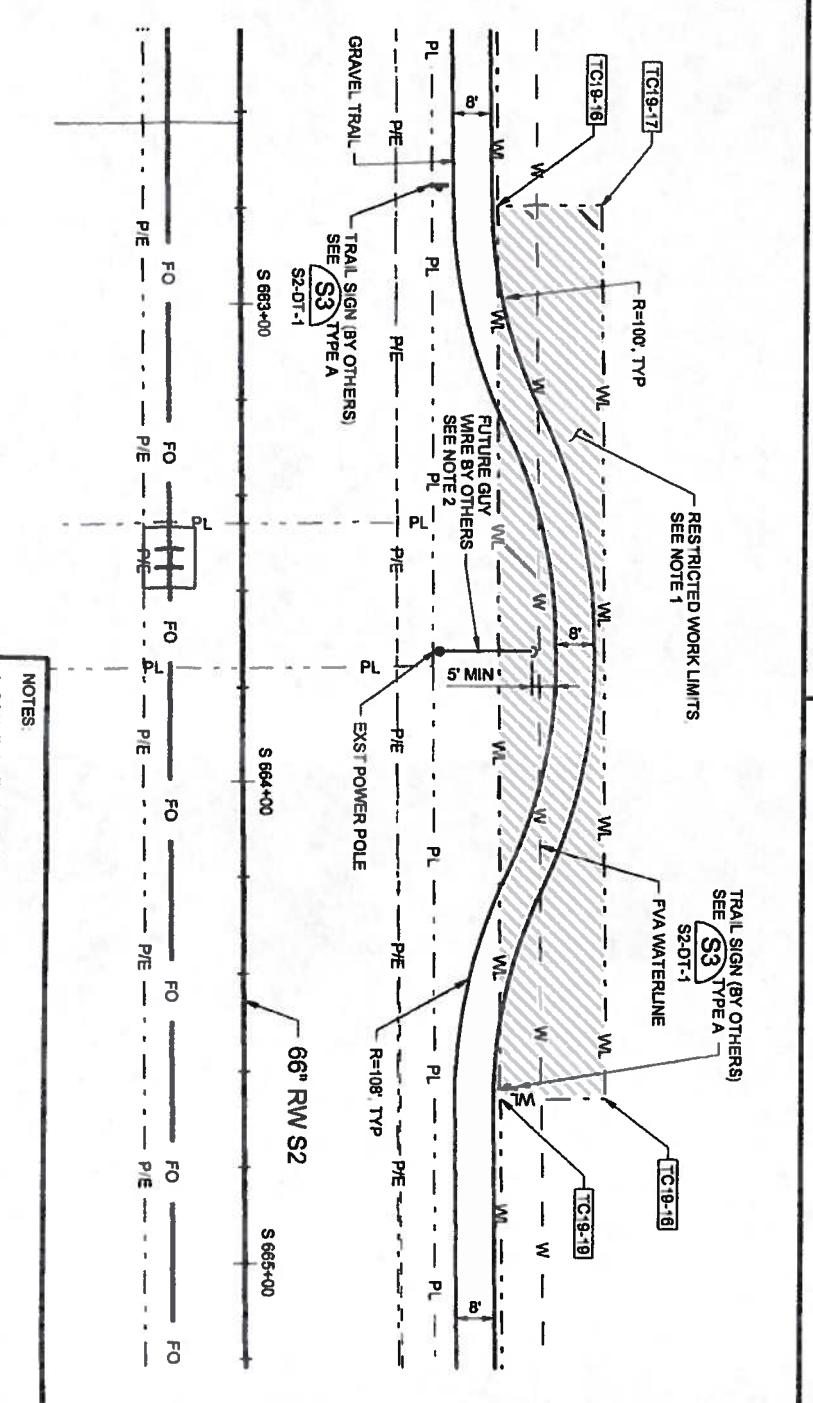
**TC7-13**  
**TC7-14**  
W  
WL  
PL OR  
PPE  
GRAVEL TRAIL



**TRAIL DETAIL 16**  
S2-EC-10



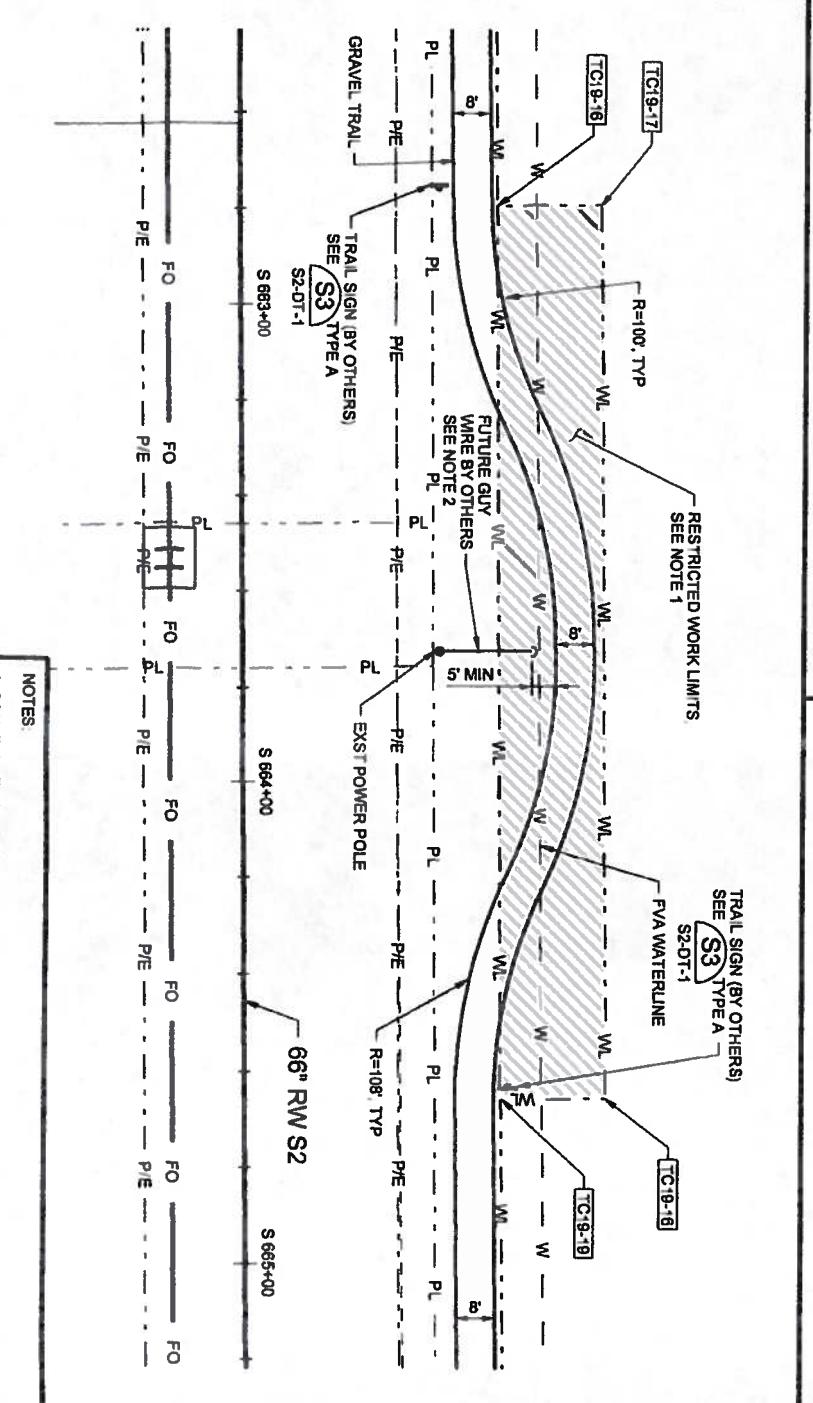
**TRAIL DETAIL 17**  
S2-EC-10



**TRAIL DETAIL 18**  
S2-EC-10



**TRAIL DETAIL 19**  
S2-EC-11



**TRAIL DETAIL 20**  
S2-EC-11



B

NOTES

- CONSTRUCTION VEHICLES WITH AN OPERATIONAL WEIGHT OF MORE THAN 10,000 LBS. ARE NOT ALLOWED WITHIN RESTRICTED WORK LIMITS. PLACEMENT OF FILL, STOCKPILES, OR MATERIALS WITHIN RESTRICTED WORK LIMITS IS PROHIBITED. RESTRICTED WORK LIMITS ARE 15 FEET CENTERED ON FVA WATERLINE. RESTRICTED WORK LIMITS FOR TRAIL CONSTRUCTION ONLY.
- CONTRACTOR TO VERIFY GUY WIRE LOCATION AND ADJUST TRAIL AS REQUIRED TO MAINTAIN 5' CLEAR FROM GUY WIRE.

D



COLO. SPRINGS UTILITIES  
PROJECT NO. SDS-002  
DRAWING NO. S2-DT-7  
MARCH 2011

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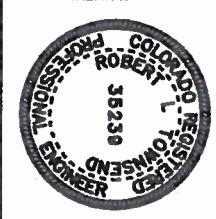
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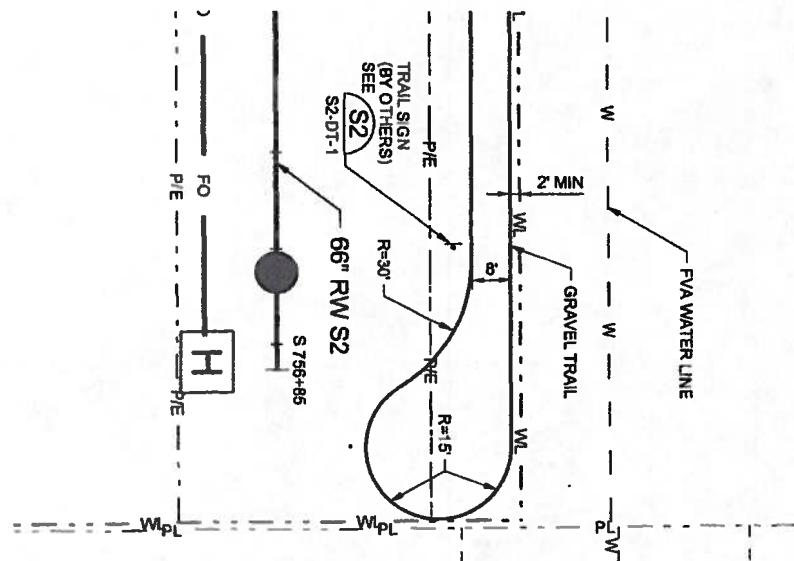


ROBERT  
ONE  
PROFESSIONAL  
ENGINEER  
APD/CHRISTOFFERSON

J5230  
DR M MONAHAN  
C/H C REINSON  
NO. DATE

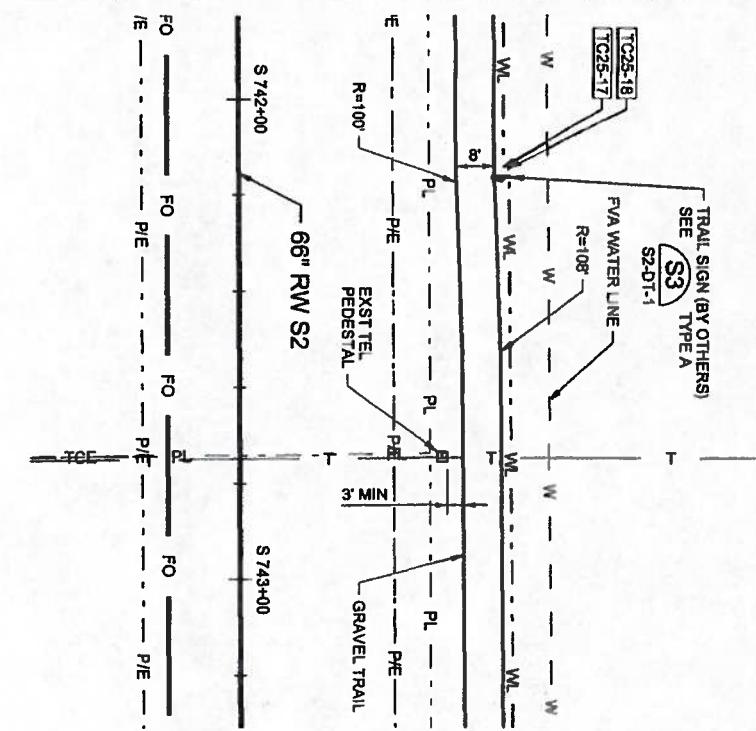
REVISION BY APD

### TRAIL DETAIL (28)

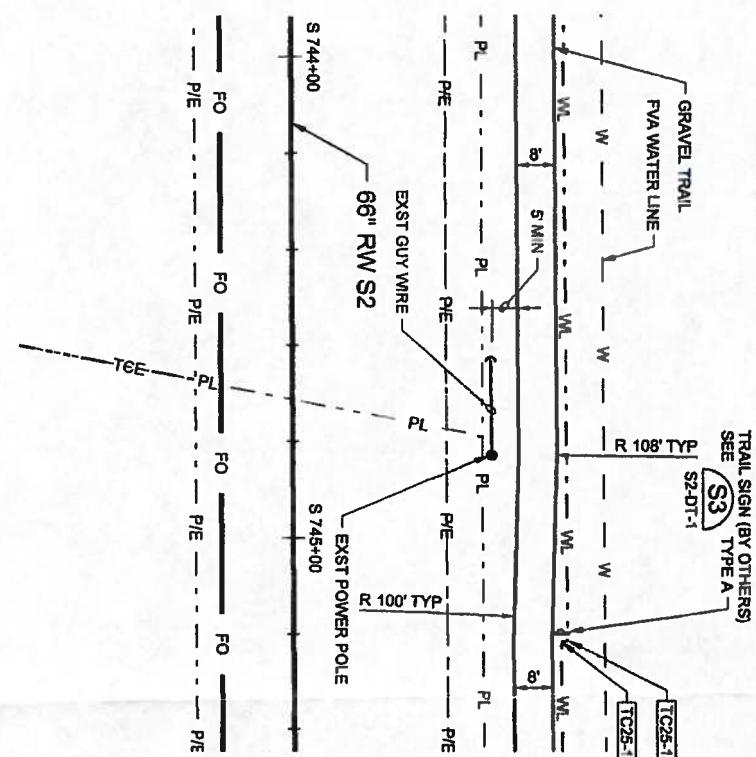


NOTES:  
1 CONSTRUCTION VEHICLES WITH AN OPERATIONAL WEIGHT OF MORE THAN 10,000 LBS ARE NOT ALLOWED WITHIN RESTRICTED WORK LIMITS. PLACEMENT OF FILL, STOCKPILES, OR MATERIALS WITHIN RESTRICTED WORK LIMITS IS PROHIBITED. RESTRICTED WORK LIMITS ARE 15 FEET CENTERED ON FVA WATERLINE. RESTRICTED WORK LIMITS FOR TRAIL CONSTRUCTION ONLY 66" RW S2 CONSTRUCTION NOT ALLOWED.

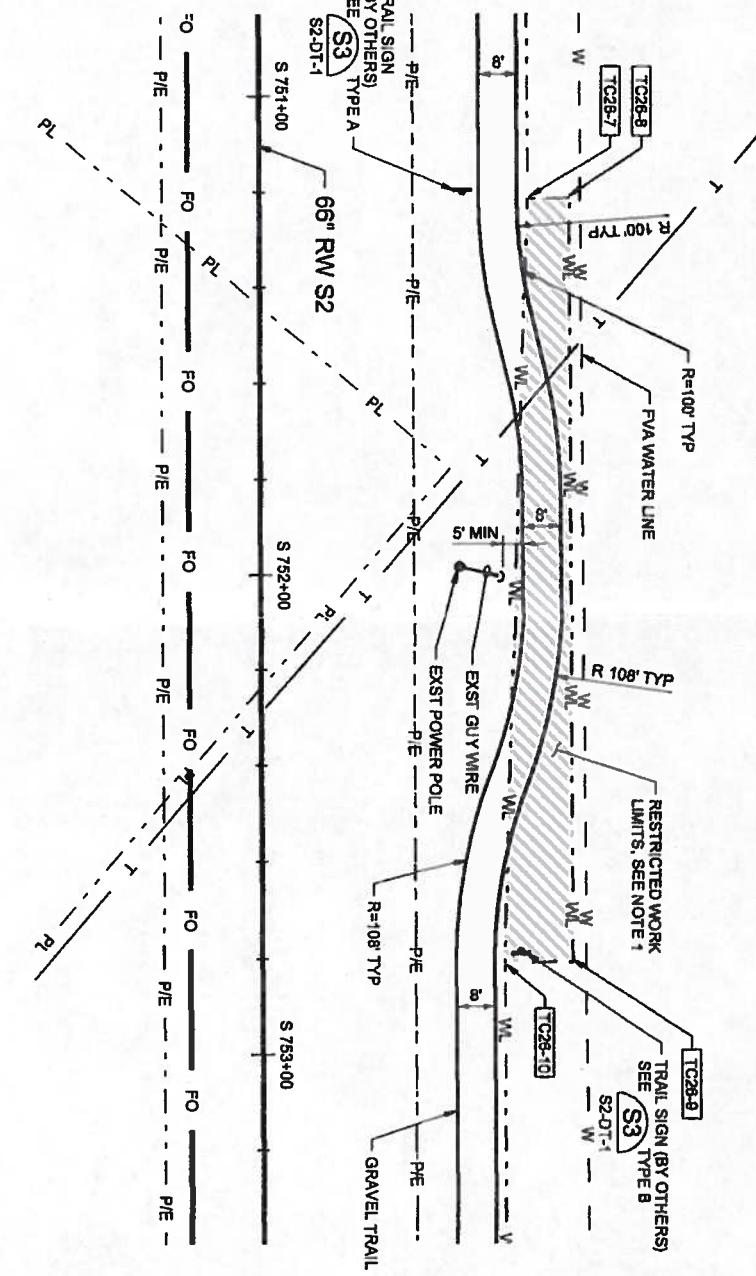
### TRAIL DETAIL (25)



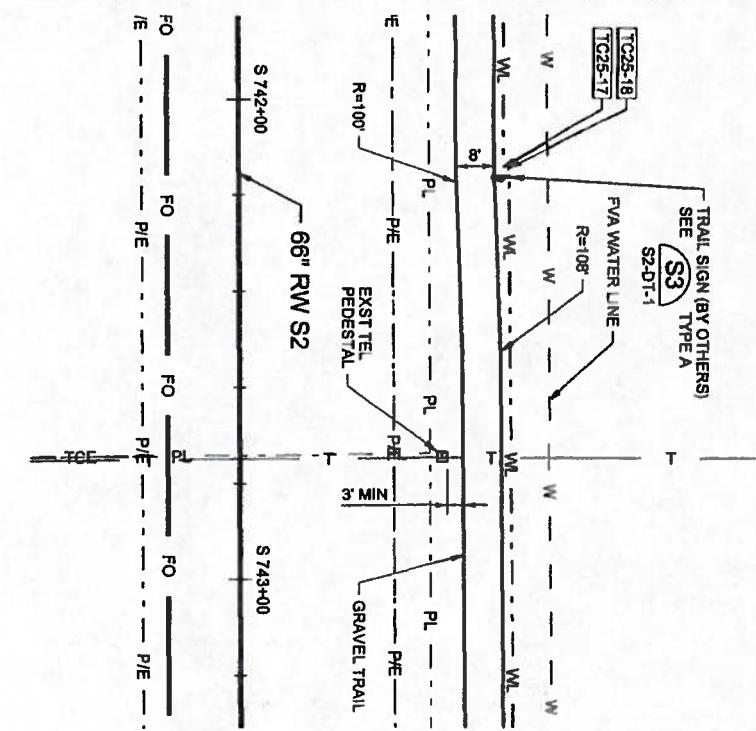
### TRAIL DETAIL (26)



### TRAIL DETAIL (27)



### TRAIL DETAIL (29)



**CH2MHILL**  
Colorado Springs, CO 80903

**Exhibit B**

SOUTHERN DELIVERY SYSTEM  
RAW WATER PIPELINE  
SOUTH SECTION TWO

TRAIL DETAILS

VERIFY SCALE	BAR IS ONE INCH ON ORIGINAL DRAWING	0 1"

SHEET 98  
DRAWING S2-DT-9  
DATE MARCH 2011  
PROJECT 17473.20 SP



## Colorado Springs Utilities

*It's how we're all connected*

January 5, 2011

Jack Johnston  
District Manager  
Pueblo West Metropolitan District  
P.O. Box 7005  
Pueblo West, CO 81007

Re: Southern Delivery System - Resolution of Issues

Dear Jack:

As you know, over the past several weeks Pueblo West (District) staff and Southern Delivery System Project (SDS) staff have engaged in discussions related to the acquisition of easements across District property for the SDS. As those discussions have progressed, other issues have emerged. The purpose of this letter is to confirm various commitments that have been made as part of those discussions.

The District asked whether its connection point to the SDS could be available more quickly than is currently contemplated, and if Colorado Springs Utilities would coordinate the tie-in of SDS infrastructure to the Pueblo West pump station. Under the current schedule that connection would be available in 2015. The SDS team believes that there is some flexibility in the timing for the completion of the connection point, and we will work with the District to coordinate the completion of any necessary planning, engineering, permitting, procurement and other processes to connect the SDS infrastructure to the Pueblo West pump station.

We have discussed revegetation on District property where easements will be acquired for the SDS construction. The District currently operates an unimproved recreational trail through its property. There is an opportunity to make improvements to the trail as part of site restoration in lieu of completing normal revegetation. We have committed to doing the grading that would be necessary for normal SDS construction and then placing four inches of local road base material on an eight foot wide area, identified by the District, for the entire length of the District's property along the alignment from Highway 50 to the northern boundary of Pueblo West. That having been said, there are some issues we will need to address before we can make this improvement.

- We will need the District to provide documentation establishing ownership of the property to be improved.
- We will need to have the District identify the exact location of the trail alignment to be improved including any necessary surveying and staking the centerline.

121 South Tejon Street, Third Floor  
P.O. Box 1103, Mail Code 930  
Colorado Springs, CO 80947-0930

Phone 719/668-4800  
Fax 719/668-8734  
<http://www.csu.org>

EXHIBIT "C"

1 of 2

- We will need to have the District provide us with a letter that indicates that any adjoining landowners whose privacy might be impacted by the existence of an improved trail have been contacted by the District so that the trail work doesn't become an issue for the SDS Project. We don't want our efforts to be good partners with the District to create unintended problems for the Project.
- We will need to have the District agree to undertake all operation, maintenance and repair of the trail after construction.
- We will need the District to execute the necessary documents to release and indemnify Colorado Springs and its employees, engineers and contractors from liability for all uses of the trail by the District or others.
- We will need to gain approval from Pueblo County to improve the trail in lieu of completing the revegetation specified in the Pueblo County 1041 Permit. Pueblo West will assist with any application for a waiver if necessary or at least support our application for that waiver.

In terms of land acquisition, the District has agreed to accept the compensation offered by Colorado Springs Utilities for properties owned by the District and affected by SDS. In addition, the District has agreed, as a partner in SDS, to continue to facilitate the construction of SDS in an expeditious manner.

It is our understanding that these agreements are being made in a spirit of comity and understanding to facilitate completion of the SDS Project so that we may realize its benefits. We look forward to promptly acting to complete these tasks. This agreement is in addition to and does not replace any obligations or commitments in the SDS IGA. Additionally, this agreement is intended to benefit solely the District and Colorado Springs Utilities and shall not be deemed to confer any rights upon any other persons or entities.

If this letter captures our agreements I would appreciate your acknowledgement of that fact.

Very truly yours,



John A. Fredell  
Program Director  
Southern Delivery System

The foregoing correctly represents the specific agreements and commitments between the District and the SDS Project on these topics.

 1/21/11  
Jack Johnston  
District Manager  
Pueblo West Metropolitan District

Exhibit "C"  
2 of 2