



# **Falcon Regional Park Master Plan**

**February 2015**



**Community Services Department  
Planning Division**

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## **Acknowledgements**

### **Board of County Commissioners**

Dennis Hisey, Chairperson  
Amy Lathen, Vice Chair  
Sallie Clark, Parks Liaison  
Darryl Glenn  
Peggy Littleton

Jeff Greene, County Administrator  
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Terri Hayes  
Shirley Gipson  
Bob Falcone

### **Key County Staff**

Tim Wolken, Community Services Department Director  
Elaine Kleckner, Planning Manager  
Brad Bixler, Park Operations Manager

### **Consultant Team**

N.E.S. Inc.

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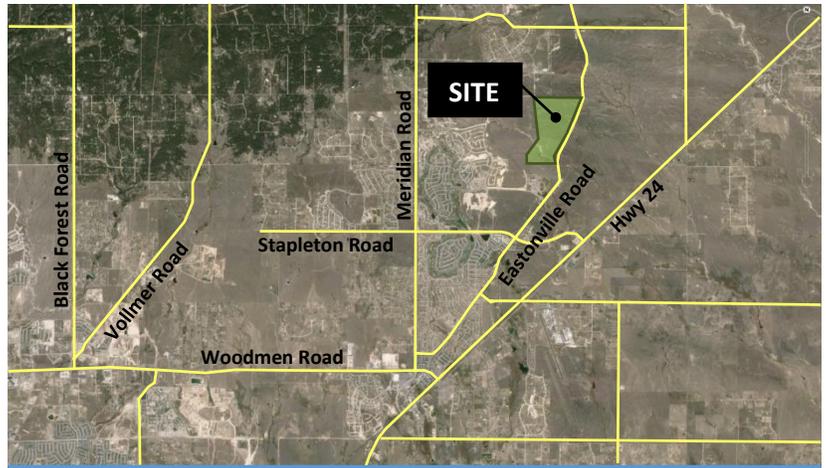
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# Falcon Regional Park Master Plan

## I. Introduction

Falcon Regional Park is 215-acre parcel of land located in the Falcon/Peyton area of El Paso County, Colorado. The park is bordered by the Trails Subdivision to the north, Eastonville Road to the east, the Meridian Ranch Development to the west, and is north of the District 49 Falcon High School.



Vicinity Map

The zoning of the parcel is PUD (Planned Unit Development).

Falcon Regional Park is surrounded by existing/planned residential subdivisions and will service the rapidly growing Falcon area. Access to the park will be primarily off of Eastonville Road and the future extension of Rex Road.

The 215-acres of land was accepted by El Paso County through a Board of County Commissioners approved Development and Parks Land Agreement (Appendix G) from GTL Development, Inc./Meridian Ranch Metropolitan District, the developers of the Meridian Ranch Development. The specific provisions of acceptance included the developer to provide adequate water supply to support park operations and an extension of the existing concrete trail system within the Meridian Ranch development around the park boundary.

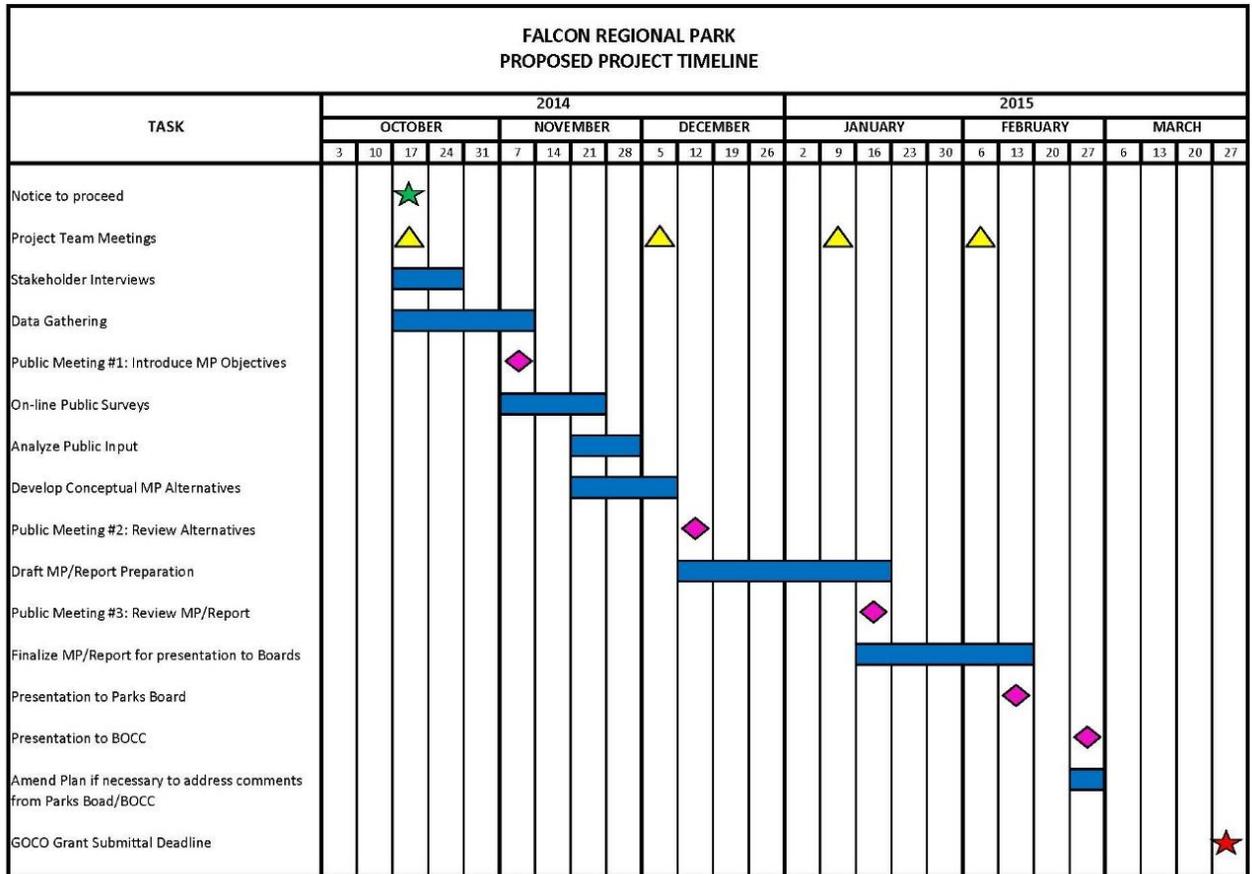
The intent of the Falcon Regional Park Master Plan is to establish a vision for development of the park in its entirety, identifying all of the park facilities and amenities that will ultimately be constructed. This master plan serves as the guide for development and management activities for the park and is intended to satisfy the Regional Park and Recreation Areas goals established by the El Paso County Parks Master Plan. It includes a proposed first phase. This plan details the planning process through which the development concept was created, provides a physical site inventory and analysis, and summarizes operations and management costs, estimates costs of implementation, and addresses funding opportunities.

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## II. Planning Process/Public Outreach

An open, public process was used to gather input for the master plan. The public involvement process consisted of several elements, including public community meetings, stakeholder interviews (in person, via phone or email surveys) and an on-line survey.

### A. Timeline



### B. Public Involvement

The public process consisted of several public involvement opportunities and formats to gather input for the Falcon Regional Park Master Plan.

#### 1. On-line Survey

An on-line survey was developed and made available to the public between November 12, 2014 and December 12, 2014. A press release with notification of the survey was issued to the newspapers and other resources identified by the County, as well as posted on the County website and Facebook page. Emails were sent out to all identified stakeholders and public meeting participants with a request to forward the on-line survey to organization members, neighbors and other interested participants.

A total of 726 responded to the survey, an unprecedented level of response to a Parks Planning effort. The majority of the responses came from eastern portion of El Paso County, which zip codes included: 80106; 80808; 80831; 80832; 80908; 80915; 80916; 80917; 80927; 80929; 80930). Input from the on-line survey were used in conjunction with comments from the stakeholder interviews and public meetings to develop an inventory of issues, needs (active and passive uses), opportunities, and ultimately, the recreation program for the park.

The result of the survey indicate a demonstrated need for both active and passive uses such as basic park amenities, walking/hiking (paved and non-paved) trails, bicycle trails, equestrian trails/activities, playground, spray park, open space/natural areas and sports fields.

A copy of the survey results are included in Appendix E.

## **2. Stakeholder Interview Summary**

As an early step in the master plan process for the Falcon Regional Park, the consultant team interviewed a cross-section of interested stakeholders representing a range of perceptive and interested: athletic organizations (soccer, lacrosse, baseball, and softball), metropolitan districts, city and county staff, and other close observers. Interviews were conducted in-person, by telephone, or comments were received via email.

The consultant team conducted in-depth interviews with 11 stakeholders. These interviews were conducted in November, 2014. Stakeholders asked to be updated as the Master Plan moved forward.

Interviewees were asked to share their perceptions related to the park development, along with their vision and suggestions for the future of the park. The questions asked and a summary of the stakeholder interviews are in Appendix A.

## **3. Public Meeting**

Three public meetings were held at the Meridian Ranch Recreation Center on November 18, 2014, January 7, 2015, and January 28, 2015. Meeting minute summary notes for all three meetings are located in Appendix B, Appendix C and Appendix D.

The first meeting held on November 17, 2014 was an information gathering meeting to collect public input on the active and passive elements for the park. This meeting provided an introduction to mastering planning process for the park and site attributes. A “dot” exercise was performed where attendees were each given four dots to place on the list of potential facilities, activities and/or amenities. The participants were instructed to place one or more dots on those activities they would like to see within the park.

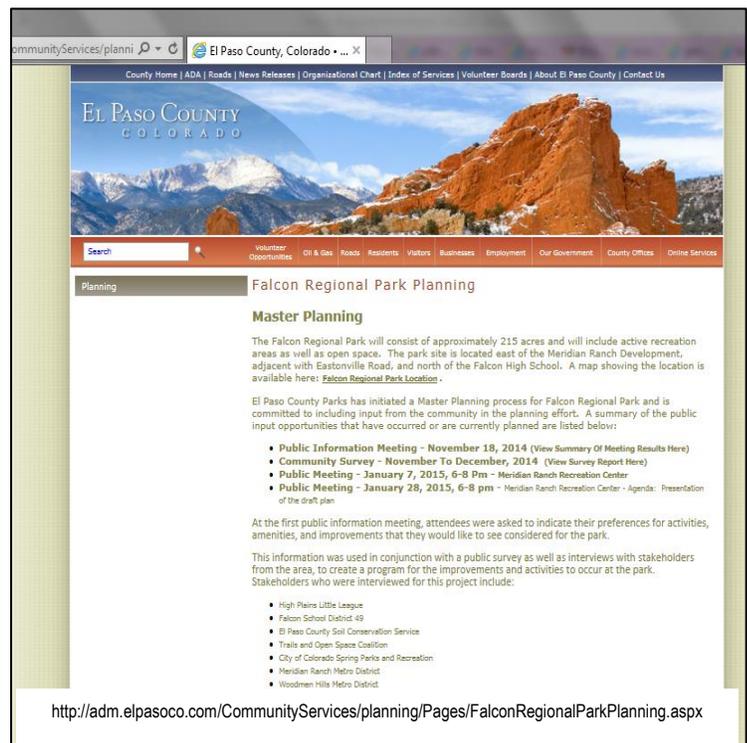
The second public meeting was held on January 7, 2015. This meeting provided a presentation on the public outreach efforts, including the online-survey results and a summary of the stakeholder interviews. Three concept alternatives were developed for the park, and attendees were encouraged to share their views on suggested activities and facilities for the park.

The third public community meeting was held on January 28, 2015. This meeting provided a summary of the three concept alternatives and participant discussion, a presentation of the recommended master plan for the park and a recap of the next steps for the final master plan document.

Throughout all three public meetings, there was strong support for basic park amenities, multi-use sport fields, multi-use trails (new and trail expansion), courts (tennis, racquetball and basketball), equestrian activities, dog park, open space and play zone (playground, gazebos, restrooms, sprayground/splash pad), and a special events and educational area.

#### 4. County Website

El Paso County maintained a website throughout the public process. The website provided a link to the public survey, public meeting minutes, and concept alternatives.



County Website

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### III. Site Inventory and Analysis

The purpose of the site inventory and analysis was to develop an overall understanding of existing conditions of the park. This section of the Plan contains information about natural features of the park, including topography, soils, geology, vegetation, wildlife, visual resources, and historical and cultural resources.

#### A. Topography and Slope

The terrain of the park is generally flat with a gentle northwest to southeast slope (the lowest point adjacent to the southern drainage). The elevation ranges between 7,085 feet at the northwest corner and 6,994 feet at the southeast corner.

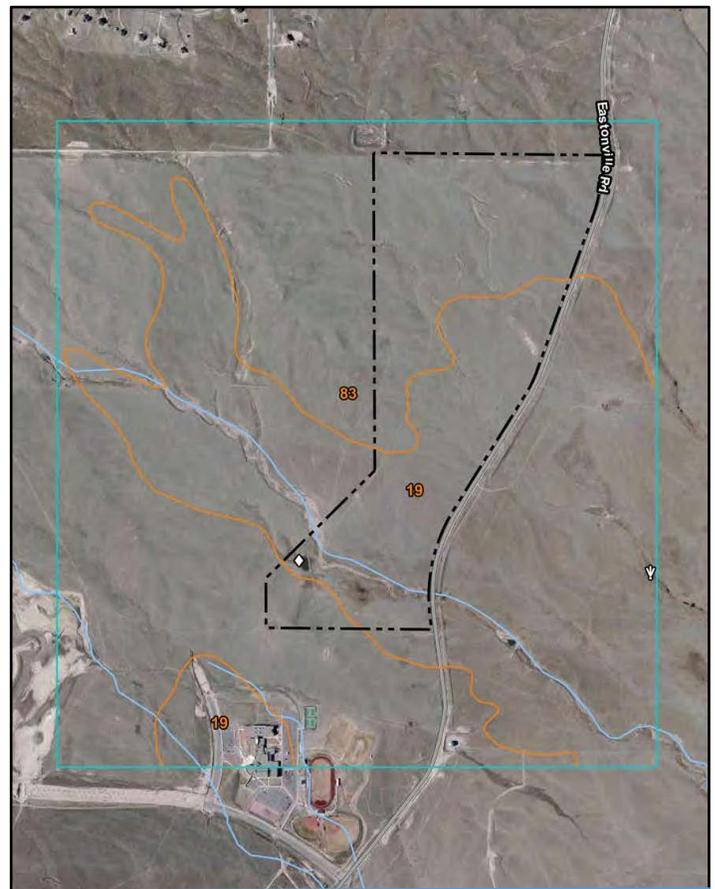
#### B. Soils and Geology

According to the USDA's Soil Survey of El Paso County, there are two soil types on the park site:

- Columbine gravelly sandy loam, 0-3% slopes (map unit symbol is 19);
- Stapleton sandy loam, 3 to 8 % slopes (map unit symbol is 83).

The Columbine series soils consist of deep, well drained to excessively drained soils that formed in very gravelly arkosic alluvium. These soils are on terraces, flood plains, and alluvial fans and in drainage ways. They have slopes of 0 to 3 percent. Columbine gravelly sandy loam has the following properties and qualities: Not prime farmland; 0-14 inches: gravelly sandy loam; 14-60 inches: very gravelly loamy sand; well drained; very low runoff; and available water storage is very low (2.5 inches).

The Stapleton series soils consist of deep, well drained soils that formed in sandy alluvium derived from arkosic bedrock. These soils are uplands that generally have slopes of 3 to 20 percent. Columbine gravelly sandy loam has the following properties and qualities: Not prime farmland; 0 to 11 inches: sandy loam; 11 to 17 inches: gravelly sandy loam; 17 to 60 inches: gravelly loamy sand; well drained; low runoff; and available water storage is low (about 4.7 inches).



Soil Types (NRCS)

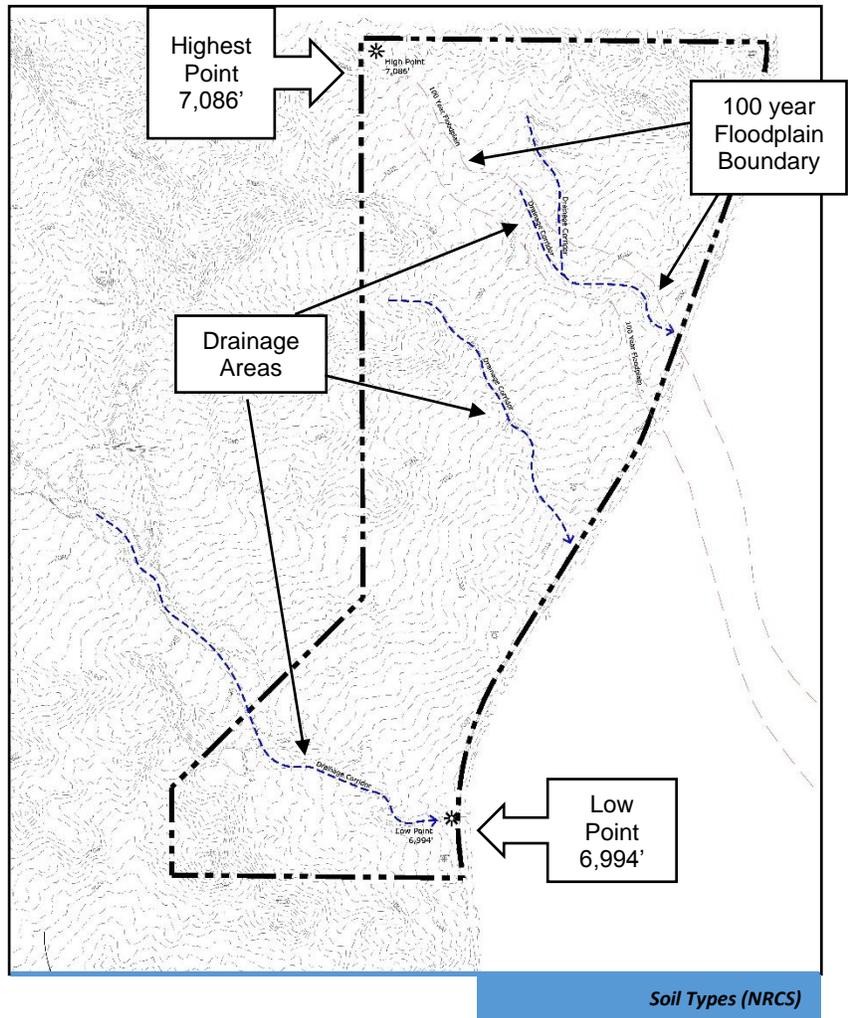
### C. Drainage

There is one major drainage area in Falcon Regional Park located on the south portion of the park and generally runs west to east from the Meridian Ranch Development to Eastonville Road. Discharge peak for this drainage area is approximately 530 c.s.f. With the future residential development of the Meridian Ranch Development to the west of the park site, a detention pond will be constructed that will bring discharge back to historic flows. Drainage through the Park will need to be addressed upon development. There are also two minor drainages, with minimal discharge, in the northern portion of the property.

The park's southern drainage is comprised of a sandy wash with adjacent wet meadows. A small area of woody vegetation is

present at the drainage's intersection with Eastonville Road on the park's eastern boundary and a stock pond is located adjacent to the drainage near the property's western boundary. Although heavily impacted by grazing, the stock pond may support some wetland vegetation once the grazing pressure is removed. A jurisdictional determination should be completed and wetland delineation may be required if ground disturbing activities are planned in the southern portion of the property.

A FEMA regulated flood plain is identified within the north portion of the park in accordance with the FIRM Flood Insurance Rate Map, Community Panel # 0805590200B. The 100-year floodplain delineation is classified as Zone A which has no base flood elevation determined.



#### **D. Vegetation**

The vegetation within the park area is primarily typical eastern Colorado native prairie grass with little or no shrubs except near the intersection with Eastonville Road. Naturally occurring woody vegetation is minimal.

Noxious weeds impose a wide variety of negative impacts on people, wildlife, and the environment. Several including Canada thistle, diffuse knapweed, musk thistle, and spotted knapweed are known to exist in the immediate area. In 1996 the Colorado Noxious Weed Act (Title 35, Article 5.5) was passed to control noxious weeds in the state. “Noxious weed” means an alien plant or parts of an alien plant that have been designated by rule as being noxious or has been declared a noxious weed by a local advisory board, and meets one or more of the following criteria:

- (a) Aggressively invades or is detrimental to economic crops or native plant communities;
- (b) Is poisonous to livestock;
- (c) Is a carrier of detrimental insects, diseases, or parasites; and
- (d) The direct or indirect effect of the presence of this plant is detrimental to the environmentally sound management of natural or agricultural ecosystems.

El Paso County will manage any noxious weeds through Integrated Pest Management (IPM). IPM that incorporates weed biology, environmental information, and available management techniques to create a management plan that prevents unacceptable damage. IPM includes prevention, biological, mechanical, and chemical control.

#### **E. Wildlife Habitat**

According to Colorado Parks and Wildlife Natural Diversity Information Source, the entire park falls within mule deer overall range while the southeast corner falls within swift fox overall range. The property is likely utilized by typical prairie animals such as pronghorn, coyotes, rabbits, snakes, raptors and assorted prairie songbirds. Both northern and plains leopard frogs may utilize the wet meadows of the property and will likely utilize the pond if its surrounding wetland vegetation improves/increases with the removal of grazing. Although the property lacks suitable habitat for the federally-threatened Preble’s meadow jumping mouse (*Zapus hudsonius preblei*), it is necessary to consult with the U.S. Fish and Wildlife Service if ground disturbing activities occur within the southern portion of the property.

## F. Visual Resources

With the unique location of the Park, there are ample opportunities for long-range view corridors of the Rampart Range to the west, with spectacular views of Pikes Peak and south of the Wet Mountains and Spanish Peaks, and portions of the Sangre de Cristo Mountains.



Pikes Peak View

## G. Climate

The climate is characterized by mild summers and winters, light precipitation, high evaporation and moderately high wind velocities. The average annual monthly temperature is 48.4 F with an average monthly low of 30.3 F in the winter and an average monthly high of 68.1 F in the summer. Precipitation averages 15.73 inches annually, with 80% of this occurring during the months of April through September.

## H. Historic and Cultural Resources

El Paso County has an interesting human history that is often linked to its natural features and landscape. The El Paso County Parks Master Plan provides a list of a number of important historical and cultural sites in the County. Some of these are also natural landforms or landmarks and have been identified on *Map 7-8: Land Covers, Land forms and Landmarks* in the Parks Master Plan. The list is by no means inclusive of all significant historic features or sites in the County. It is intended to highlight historically and culturally important features in the county that merit consideration for protection and potential inclusion within the county's system of regional parks and open space. Information on these sites was obtained primarily through reference contained in the *Historic Sites and Structures of El Paso County, Colorado* (1979) by Freed and Barber.

The *Historic Sites and Structures* document organized the identified historic sites and structures of El Paso County by four areas. The High Plains area encompasses the Towns of Falcon, Peyton, Calhan, Ramah, Fountain and the Fort Carson area. The High Plains area is identified as a flat dry terrain, first settled in the late 1880s for sheep and cattle ranching. This area offered a chance for settlers to have farm land that could be passed down from generation to generation. The area was broken up into homesteads, which reverted to larger ranch holdings after the natural and economic calamities of the 1930s. Explorers, crossing this country in the early nineteenth century, called it "The Great American Desert". Historic sites on the Plains are not tableau of man's progress. There are no exquisite buildings or elaborate

monuments. Instead, the historic structures are simple and without embellishment, representing a struggle for survival using only the materials at hand.

In the area of the Falcon Regional Park and immediately surrounding area, no significant historical or archeological features, sites or structures have been identified.

#### **I. Trail and Roadway Circulation**

The park is bounded by Eastonville Road on the east, which will provide the primary access to the park. The extension of Rex Road will bisect the park and will provide connection to Meridian Road to the west and with Eastonville Road. The 2030 Major Transportation Corridors Plan Map, in the El Paso County Major Transportation Corridors Plan (MTCP), identifies both the functional classification of roadways in El Paso County and the number of proposed lanes. Eastonville Road is identified as a 2-lane minor arterial road. Eastonville Road, from McLaughlin Road to Latigo Boulevard, was included in the 2012 list of the Pikes Peak Regional Transportation Authority improvements, with anticipated improvements to occur between 2016 and 2024. Specific timing of improvements may be influenced by park development.

The El Paso County Parks Master Plan identifies trails within the County. A focus on trail completion and connectivity is highly desired by County residents. The Parks Master Plan provides a Trailshed Analysis which is a useful way for the County to look at the trail system and its connectivity to other recreational opportunities.

The Trails Master Plan, Map 8-2 in the El Paso County Parks Master Plan, illustrates completed and proposed primary and secondary trails connections throughout the County. A proposed Primary Regional Trail is delineated along Eastonville Road. The summary for the Eastonville Road Regional Trail in the Parks Master Plan is as follows:

*Starting in Falcon, the trail follows Eastonville northeast through the Meridian Ranch subdivision, Four Way Ranch subdivision and Falcon High School. The trail continues north along Eastonville Road through the Latigo Trail subdivision to Black Squirrel Creek Regional Trail. This trail connects to the Rock Island Regional Trail, Meridian Road route, Meridian Trail, Latigo Trail, and Black Squirrel Creek Regional Trail. Currently no portions of this trail are completed.*

As part of the approved Development and Parks Land Agreement with GTL Development, Inc./Meridian Service Metropolitan District, the Meridian Ranch Developer will construct a concrete pedestrian trail around the perimeter of the park to match the existing trail within the Meridian Ranch Development.

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## IV. Goals and Objectives

The County's Mission Statement for Parks, as updated in 2013, is to enhance quality of life in El Paso County by:

- *Acquiring, developing, maintaining, and preserving regional parks, trails and open space.*
- *Providing responsible resource management for open space lands characterized by unique natural environments.*
- *Providing natural and cultural history interpretation, education, and information services.*
- *Supporting major community events and festivals that celebrate our County's heritage and culture.*
- *Providing and managing visitor destinations and experiences.*

Goals and objectives have been developed to guide more specifically the types of actions that El Paso County Parks will take in support of its mission. The *El Paso County Parks Master Plan* outlined three goals and associate objective for Regional Parks and Recreation Areas, which are provided below.

Goal 1: Provide high quality and safe experiences for users of county park facilities and recreational areas.

*Objectives:*

- A. Provide appropriate recreational access while protecting the natural character and environmental quality of the County's parks and open space.
- B. Provide visitors a high quality experience and minimize user conflicts through master planning and thoughtful facility design, sustainable park management and maintenance practices, and appropriate signage and public education.
- C. Consider public safety in the planning and management of all park facilities.
- D. Provide access for people of all abilities through the development and implementation of the Americans with Disabilities (ADA) Transition Plan.

Goal 2: Enhance communication and engagement with users to maximize satisfaction with the visitor experience and to help ensure user safety.

*Objectives:*

- A. Evaluate and adapt management practices based on input from users and observation and experience of Parks personnel.
- B. Provide for enhanced enforcement of existing rules throughout the system through signage, public education, and staff training focused on monitoring, educating users, and development of enforcement tools.
- C. Continue to develop cooperative relationships with other enforcement authorities such as the County Sheriff's Office.

Goal 3: Maintain a consistent and equitable level of services by filling gaps in existing service levels and providing new facilities and services to meet future population demand.

*Objectives:*

- A. Enhance park and recreation facilities to serve population bases through:
  - 1. Expand recreation facilities in the north central to northeast part of the County
  - 2. Regional parks in population growth areas such as north central to northeast and south central El Paso County
  - 3. Active use areas in the south central part of the County (parks, athletic fields )
  - 4. Baseball fields and park facilities in the Monument, Falcon, and Fountain areas
- B. Continue to explore the development of an Off-Highway Vehicle park that may include partnerships with interested stakeholders.
- C. Enhance use of the Fairgrounds and Event Center site to offer facility opportunity for recreation, working in collaboration with other organizations to provide programming.
- D. Complete master planning processes for:
  - 1. El Paso County Fairgrounds and Event Center (update)
  - 2. Fox Run Regional Park (update)
  - 3. Fountain Creek Regional Park (update)
  - 4. Kane Ranch Open Space
  - 5. Falcon Regional Park (need to secure land and develop in cooperation with other service providers)

Table 8-2: Implementation Plan - Parks, Trails and Open Space Facilities in the *El Paso County Parks Master Plan*, identifies the Falcon Regional Park as an Action Item. The Parks Master Plan, Map 8-1, denotes *Potential Regional Park* in the Falcon/Peyton Area. As noted previously, the Falcon Regional Park was conveyed to the County by GTL Development, Inc. to be used for a regional park to serve the rapidly growing Falcon area.

## V. Master Plan Concept

Three master plan concepts were developed for the Falcon Regional Park. The first step in developing the concepts was to prepare a program for the park based upon four sources of input: County Parks staff, on-line survey, stakeholder interviews, and public meetings. From the data received from these four sources, a program was developed that included the following concepts:

	Concept A	Concept B	Concept C
Activity Areas (red shape)	Play Zone <ul style="list-style-type: none"> <li>Restrooms,</li> <li>Playground,</li> <li>Gazebos,</li> <li>Benches</li> </ul> Baseball/Softball Fields Multi-purpose fields (soccer, lacrosse, football) Courts (tennis, racquetball, pickleball, basketball) Parking	Play Zone Play Zone <ul style="list-style-type: none"> <li>Restrooms,</li> <li>Playground,</li> <li>Gazebos,</li> <li>Benches</li> <li>Sprayground/Splash Pad</li> <li>Skate Park</li> </ul> Baseball/Softball Fields Multi-purpose fields (soccer, lacrosse, football) Courts (tennis, racquetball, pickleball, basketball) Parking	Play Zone Play Zone <ul style="list-style-type: none"> <li>Restrooms,</li> <li>Playground,</li> <li>Gazebos,</li> <li>Benches</li> <li>Sprayground/Splash Pad</li> <li>Skate Park</li> </ul> Baseball/Softball Fields Multi-purpose fields (soccer, lacrosse, football) Courts (tennis, racquetball, pickleball, basketball) Parking
Trails/Open Space (green shape)	Multi-purpose trails <ul style="list-style-type: none"> <li>Pedestrian</li> <li>Bike</li> <li>Equestrian</li> </ul> Parking	Multi-purpose trails <ul style="list-style-type: none"> <li>Pedestrian</li> <li>Bike</li> <li>Equestrian</li> </ul> Parking	Multi-purpose trails <ul style="list-style-type: none"> <li>Pedestrian</li> <li>Bike</li> <li>Equestrian</li> </ul> El Paso County Soil Conservation Service area Parking
Educational Area (blue shape)	El Paso County Soil Conservation Service area Open Space and Event area Overflow parking  <i>Area identified in the middle of park</i>	El Paso County Soil Conservation Service area Open Space and Event area Overflow parking Dog Park  <i>Area identified in the southern portion of park</i>	Open Space and Event area Overflow parking Dog Park  <i>Area identified in the southern portion of park</i>

To reflect the popularity of certain elements that were mentioned in all three sources of input, the program for all three concepts was generally the same, with a rearrangement of the program elements on the site in the different concepts. Concept B did add a sprayground/splash pad, skate park and dog park as program elements, and Concept C added a skate park.

Based on the program elements to be included in each concept, three primary use areas were identified:

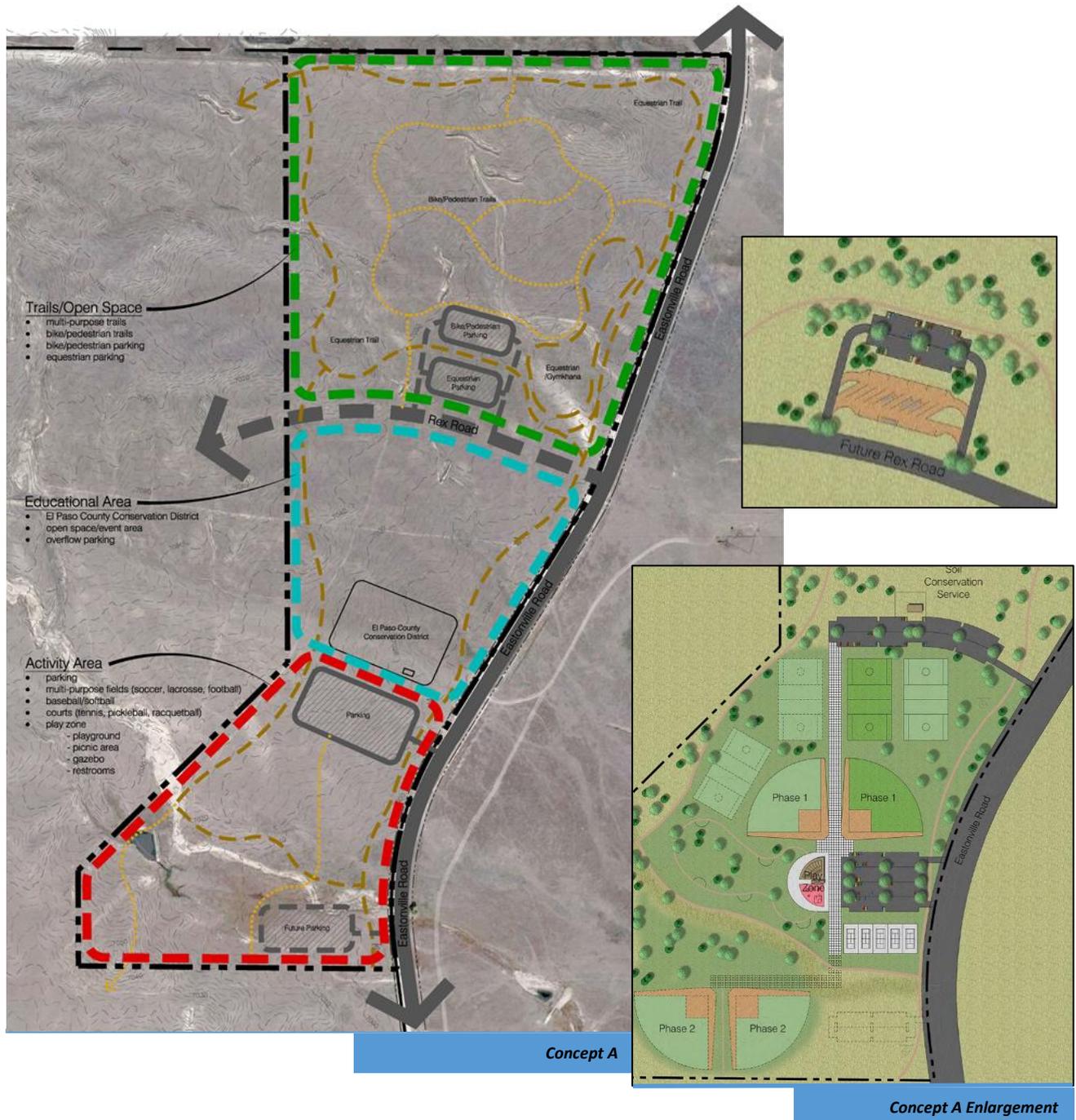
1. Activity Area- This would be an area where the most intensive uses would be located, including the ball fields, playground, gathering areas, restrooms, etc.
2. Educational Area- This was an area that would include the El Paso County Conservation District facilities which would provide a resource for the community for educational

opportunities related to erosion, drainage, wind breaks, demonstration garden, etc. This area would also include a relatively large undeveloped natural open space that could be utilized for community events.

3. Trails and Open Space- This area would also remain in a primarily natural condition where trailhead facilities, equestrian facilities and trails would be located. This open space area could also be used for community events and festivals.

## A. Concept A

Concept A locates the Activity Area in the very southern portion of the site, adjacent to the future District 49 Elementary/Middle School site. This location of the activity area would perhaps allow for some partnering with D49 for the development of joint facilities associated with the future school site. The Educational Area was located immediately north of the Activity Area. The Conservation District component would be located at the southern end adjacent to the Activity Area to allow for shared facilities such as parking, meeting space, and restrooms. The Trails and Open Space Area was located on the very northern portion of the park parcel. This area in general has the greatest topographic interest and lies adjacent to existing or future residential land uses where this low impact use would be most compatible.



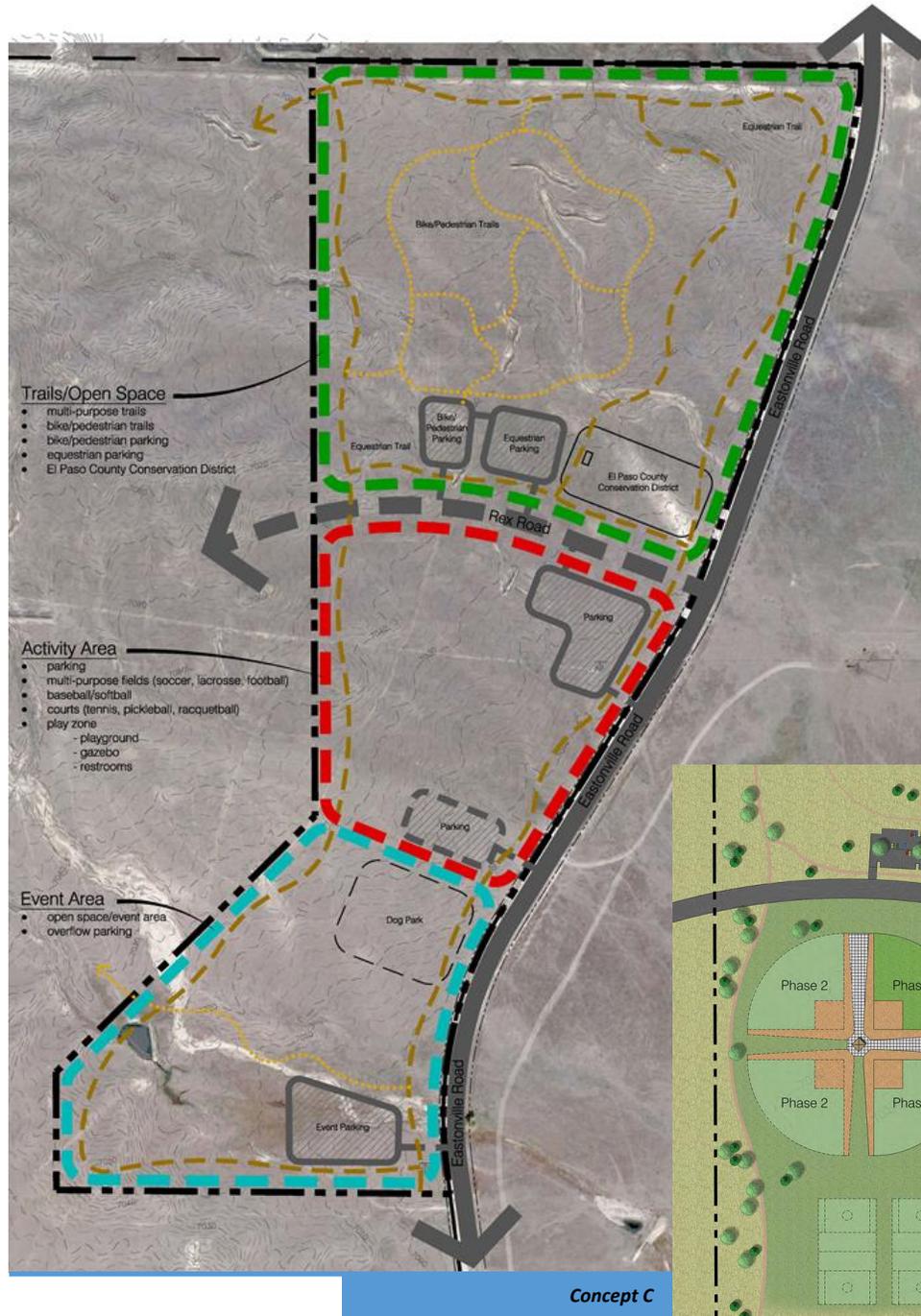
## B. Concept B

Concept B essentially flips the location of the Activity Area and Education Area from that shown in Concept A. This would locate the athletic facilities and park amenities in the center of the park site with access to both Eastonville Road and the future Rex Road. The Soil Conservation component would then be located in the southern area of the park adjacent to the school sites to allow for the opportunity of shared resources between School District 49 and the Soil Conservation District. This concept adds the program elements of a dog park, sprayground/splash pad and skate park in the Activity area.



### C. Concept C

Concept C in general is identical to Concept B with respect to the location of the use areas, but moves the Conservation District facility within the Trails and Open space use area. This dog park program element is included in this concept, but not the sprayground/splash pad or skate parks.



#### **D. Landscape Approach**

The landscape approach for all concepts will be similar. The athletic fields may initially be comprised of an irrigated bluegrass-type turf based on cost considerations. While this turf type generally has a higher water requirement than other potential grass mixes and turf types, bluegrass tends to have the greatest durability with respect to use. Proper management through the irrigation system can effectively limit water waste, taking full advantage of the weather and responding to those conditions through the irrigation control. The master plan process will also take into consideration the development of at least one artificial turf field for the baseball/softball uses and the multi-purpose uses. There will be consideration of phasing of the artificial turf. Beyond the fields themselves, the landscape area associated with the Activity Area would also be developed with a bluegrass turf primarily due to the functionality and durability of this turf type. This will provide for areas where more informal play could occur for park users. Vegetation in the form primarily of trees and shrubs will also be concentrated in the area where the greatest concentration of users will occur. Tree placement will take into consideration functional and aesthetic principles to provide shade, screening, windbreaks, etc., where appropriate.

Beyond the developed landscape of the Activity Area, the balance of the park will reflect the natural character of the region with native grasses. Consistent with the eastern plains of Colorado, naturally occurring woody vegetation is minimal. It would be appropriate, however, to introduce trees in strategic locations where gathering areas might be or where screening and or buffering of park uses or adjacent uses might be appropriate.

All landscape materials should be selected based upon compatibility with the regional context. By using native and/or regionally adapted plant materials, long term sustainability with respect to water use and maintenance requirements can be achieved.

#### **E. Lighting**

It is anticipated that one or more of the fields would be lighted to extend the availability of the facilities. Consideration will be given to compatibility with adjacent and regional land uses in determining which fields will be lighted. Included would be the recommendation for the development of operational procedures related to the use of lighted fields, including the hours of operation and any potential seasonal limitations.

#### **F. Conclusion**

The Falcon Regional Park will be a community asset for the region, accommodating a wide variety of user types and interests. This is recognized in the development of the Falcon Regional Park Master Plan with the understanding that the Park must also be a good neighbor to current and future residents, creating a facility in which all Falcon community members can be proud.

## VI. Master Plan

The Falcon Regional Park, like most regional parks, is intended to provide a wide range of benefits and services to individuals and the community as a whole. The preferred Final Master Plan for the Falcon Regional Park was developed from discussion and input on the three alternatives presented to the public beginning on January 7 at the second community meeting. In addition to input received at that meeting, discussions with stakeholder groups continued during this time to refine the final preferred alternative.

The Master Plan for Falcon Regional Park is shown on the following page. The key elements of the Plan include three distinct areas:

- Open Space/Trails Area
- Activity Area
- Educational Area

The Master Plan defines the long-term vision for the regional park, and provides recommendations for the systematic implementation of the park program as resources permit within the County.

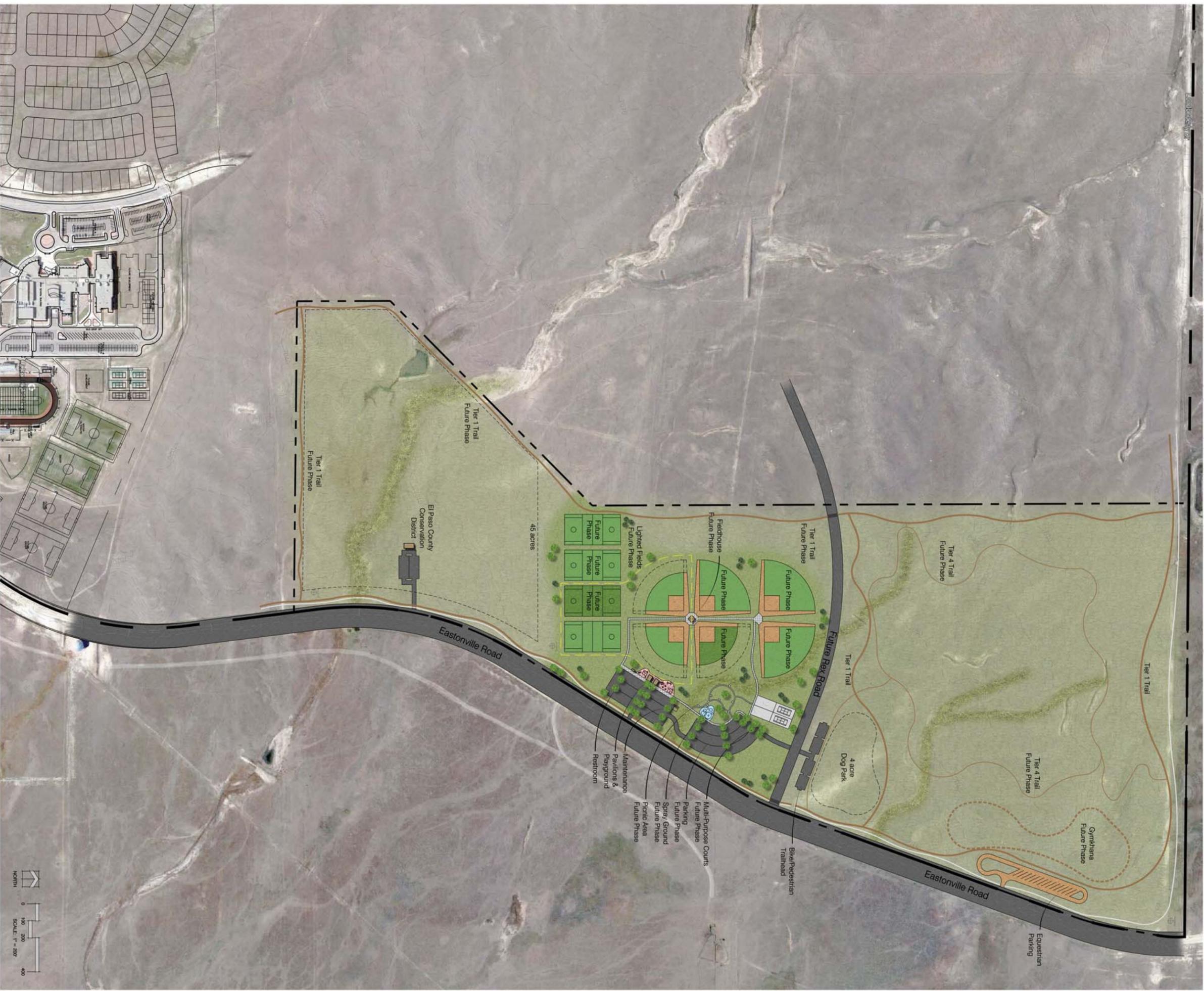
### A. Master Plan Program

The Master Plan program will include the following program elements, to be included within the three defined areas:

- Open Space
- Trails
  - 6' Concrete walk
  - Tier I (8' crusher fines)
  - Tier IV (Single track- crusher fines/native surface)
  - Equestrian Gymkhana course
- Trailhead parking (pedestrian/bike)
- Trailhead parking (equestrian/trailers)
- Dog Park (4 acres, fenced)
- Baseball/softball fields
  - 6 total
  - Bleachers
  - Dugouts
  - 2 lighted fields (future)
- Multipurpose Fields
  - 4 total
  - 2 lighted fields (future)

- Courts
  - 2 tennis
  - 2 multi-purpose
- Sprayground/splash pad
- Restroom
- Pavilions (2)
- Playground
- Landscape
- Site furnishings
  - Benches
  - Picnic tables
- El Paso County Conservation District
- Special Events Space
- Parking
 

○ Baseball/Softball/Multipurpose Fields (30sp/Field)-	300 spaces
○ Courts (4 sp/court)	16 spaces
○ Picnic area-	10 spaces
○ Sprayground/splash pad	20 spaces
○ Playground	10 spaces
○ <u>Pavilions- 10 sp/structure</u>	<u>20 spaces</u>
<b>Total</b>	<b>376 spaces</b>



# Falcon Regional Park

Master Plan - February 2015



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## B. Trails and Open Space Area

The Trails and Open Space area of the Plan is comprised of approximately 110 acres located north of Rex Road. The program for this area will include:

- Open Space
- Trails
  - 6' Concrete walk (along park boundary)
  - Tier I trail (8' crusher fines)
  - Tier IV (Single track- crusher fines/native surface)
  - Gymkhana (horse event area)
- Trailhead parking (pedestrian/bike)
- Trailhead parking (equestrian/trailers)
- Dog Park (4 acres, fenced- 6' chain link)
- Special Events Space



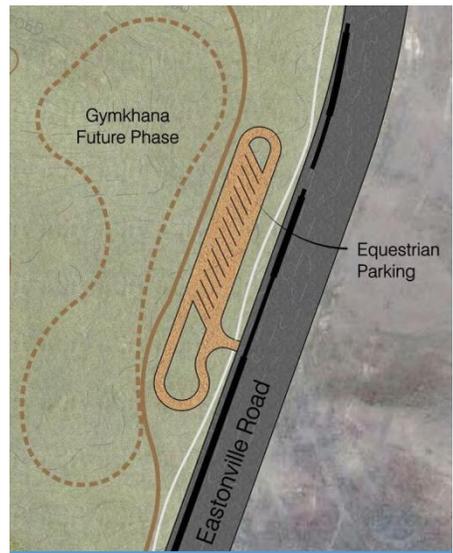
*Trails and Open Space Area*

This area will largely remain in its natural condition, with trail systems and trailhead parking being the primary development. This area contains the greatest topographic relief to provide interest in trail layout and diversity in the user experience. A multi-use trail (Tier 1) will loop the perimeter of this parcel. A secondary 6' concrete walk will parallel the multi-use trail. In some areas these



**Pedestrian/Bike/Dog Park Trailhead/Parking Trailhead**

two trails will be immediately adjacent one another for efficiencies in construction. Two crossings of the future Rex Road (a collector street) will be required. One crossing will be located at the intersection of Rex Road and Eastonville Road. A stop condition for Rex Road will exist at this intersection, providing a safe crossing opportunity. The second crossing will occur mid-block. Traffic calming through bump-outs, signalization, and/or signage should be implemented at this location to maintain safety. Possibilities of a pedestrian underpass should be explored with the design of Rex Road at drainage crossings to determine if drainage structures can be sized to accommodate a pedestrian underpass. Tier IV single track trails are proposed for the interior of this parcel. The Tier IV network can be developed and expanded as demand warrants. This area will remain primarily as open space, and as such the opportunity for community special events and activities may be programmed in this location.



**Equestrian Trailhead**

A 4 acre dog park is included in this area, with parking support associated with the pedestrian/bike trailhead parking. The dog park will be enclosed with a 6' chain-link fence.

A dedicated equestrian trailhead will be located off Eastonville Road near the north boundary of the Park. The equestrian trailhead will be constructed of gravel and will contain pull through spaces to accommodate horse trailers.

### **C. Activity Area**

The Activity area of the Park has been located south of the intersection of Rex Road and Eastonville Road to maximize access potential in what will likely be the area that receives the highest users associated with the athletic fields and recreational facilities. The Activity Area of the park will include the following program:

- Baseball/softball fields
  - 6 total
  - Bleachers
  - Dugouts
  - 2 lighted fields (future)
- Multipurpose Fields
  - 4 total
  - 2 lighted fields (future)
- Courts
  - 2 tennis
  - 2 multi-purpose
- Sprayground/splash pad
- Restroom
- Pavilions (2)
- Playground
- Landscape
- Site furnishings
  - Benches
  - Picnic tables

The Activity Area will receive the greatest amount of improvements associated with the athletic facilities and support infrastructure. Area to accommodate up to six (6) baseball/softball fields have been planned, with the intent to provide flexibility in use. The fields are designed with a maximum 300' outfield to provide the greatest long-term flexibility of use for youth baseball, softball and adult sports. All fields will be fenced with backstops and will include skinned infields and dugouts.



**Activity Area**

#### **D. Educational Area**

The Educational Area program for the Park is located in the south portion of the property. This area includes 45 acre area recognized for the El Paso County Conservation District for the purpose of providing educational programs and opportunities for citizens of El Paso County and surrounding areas. The Conservation District has identified a basic program to include the following:

- 7.5 acre paddock areas to be used for programs such as:
  - A demonstration garden;
  - Water and erosion control along the drainage area;
  - Livestock area for grazing demonstrations and rangeland; and
  - Ecotourism for the area.
- Offices
- Meeting space
- Parking
- Special Events Space

The District has identified a need for an office area, parking, storage, and possible shared public restrooms. A corridor will be maintained around the perimeter of the Educational Area to allow for trail extensions.



### E. Utilities

The Falcon Regional Park will ultimately be served by three primary utilities: water, wastewater and electric.

Electricity: Electric service will be provided Mountain View Electric Association (MVEA). There are several options for connection to the MVEA system within a mile of the park.

Water: Water will be provided by the Meridian Ranch Metropolitan District per the Development and Parks Land Agreement with El Paso County. Water service will be extended to the site either from the west along Rex Road, or from the south by means of an extension from Lambert Road which is located adjacent to D-49 High School and Filing 11 of the Meridian Ranch. An existing well on the site, the Dawson Well, is available to the park to provide initial water to the site or supplement future water needs. The Dawson Well has been tested and it currently produces 12 gallons per minute of water. In order to use the well for irrigation purposes for Phase 1 of the park, it may be necessary to install a tank and tank storage.

Wastewater: As with water, wastewater improvements will be provided by the Meridian Ranch Metropolitan District under the same conditions as the water service. Septic systems are not allowed in Meridian Ranch to treat wastewater, however, per the land development agreement, the County would be allowed to install up to two engineered evaporative septic systems within the park as necessary.

Natural Gas: Black Hills Energy provides natural gas services to the area should natural gas be needed for the Park.

Telecommunications: Fiber optic lines are available along Londonderry Road and Rex Road. Comcast and Century Link currently on the only two companies that provide telecommunication services for the Meridian Ranch Development.

#### **F. Access**

Access to the Park will primarily occur off of Eastonville Road. Three permanent access points have been identified on the Master Plan to service the Educational Area, Activity Area and Trails and Open Space Area. Access to the Educational Area will be developed in conjunction with improvements by the El Paso County Conservation District. The access to the Activity Area will generate the highest traffic volumes which would likely require improvement in Eastonville Road, including turn land and deceleration/ acceleration lanes. These improvements would occur with the Eastonville Road construction. Currently, improvements to Eastonville Road are slated to be completed with Pikes Peak Regional Transportation Authority funds, and would be completed no later than 2024. This timeframe can be accelerated should a need be demonstrated following park development. Park improvements are to be setback at least 50' from the existing right-of-way to allow for the expansion of the right-of-way on the park side, if necessary.

#### **G. Drainage**

Three primary drainage courses are located on the park property, one lying in the north Trails and Open Space Parcel, a second in the center of the park site near the future Rex Road, and the third in the south portion of the park site. The northern-most drainage does have an identified 100 year flood plain, but only trails are proposed to be constructed in this area. The central drainage course that crosses Rex Road will be accommodated with park development. The potential for accommodating a trail underpass at the Rex Road drainage crossing should be explored when future design work for Rex Road underway. The third, largest, drainage is located in the southern portion of the site

#### **H. Design Guidelines**

Design Guidelines are intended to aid in the design and implementation of the proposed site improvement, amenities and trail layout and create a cohesive pallet of materials that can be implemented throughout the development of the park. Given the park location and character a rural agricultural theme has been established. Site improvements such as furnishings, fencing, materials and general thematic elements should reflect this character. Several resources were used in the development of these guidelines. El Paso County Parks strives to use best management practices in the design and construction of park improvements. The

intent of the Design Guidelines is to provide recommendations on design elements that will be carried through as development of the Falcon Regional Park progresses. These guidelines will define a general character, materials, and colors that reflect the efficient simplicity of the eastern plains with an agricultural character.

The following Design Guidelines will aid in the park-specific design and implementation of the proposed site improvements and trail layout. El Paso County Parks Division strives to use best management practices in the design and construction of park improvements. The Falcon Regional Park provides for a mix of active and passive activities. Consideration in the design of all projects should be achieved through careful planning of the site, grading, drainage, parking areas, fencing, lighting, access to trails, and site furnishings.

All design standards and guidelines outlines in this document for the use of planning, design development, or construction must be performed in accordance with all applicable local, state, and federal codes and criteria.

### **1. Drainage and Grading**

The significant drainage channel that traverses through the south portion of the park has existing significant flow of 530 c.s.f./100 year. A detention pond adjacent within the Meridian Ranch Development will be constructed that will bring discharge to historic flow. Outflow from the Meridian Ranch Development through the Park will need to be addressed. Drainage crossings will be necessary for trails. The drainage crossings will require careful consideration.

### **2. Site Furnishings**

Site furnishings within the park should provide benches, bicycle racks, trash receptacles, picnic tables and other site furnishings as necessary. Furnishings should be reasonably consistent and compatible in style through the park and forms that blend with the landscape. Earth tone colors of tans and browns are to be used that matches/complements the structures. Types of site furniture selected should be durable, vandal resistant, and have a consistent theme established for the park.



*Site Furnishings*

### **3. Trail Standards**

All trails in Falcon Regional Park will conform to El Paso County's trail hierarchy. Currently four trail standards exist: Tier I Regional Trail, Tier III Park Trail, and Tier IV Single-Track Trail (El Paso County Parks and Leisure Services Master Plan, 2012). The Tier I Regional Trail and Tier IV Single Track Trail will be utilized in Falcon Regional Park:



#### **Tier I Regional Trail**

Surface= 8' Average  
Trail Corridor = 12' Average.  
Multi-use crushed limestone surface with shoulders.

This Tier is included in the County Trail Master Plan document and is associated with the Land Development Code. This Regional Trail system connects communities with open spaces and parks. It's the County's core multi-use trail corridor.



#### **Tier IV Single-Track Trail**

Surface = 18"-2' Average.  
Trail Corridor = 4" Average.  
Crushed limestone / native surface without shoulders.

This Tier is designed to allow users to access remote open spaces. It is not multi-use and users are encouraged to use caution while passing other users. Typically, this trail is used by hikers, preferring a more rustic experience. Maintenance is not routinely performed on these trails.

*El Paso County Trail Standards*

In addition to complying with El Paso County Trail Standards, other resources should be utilized when developing and building trail corridors. Trail construction standards include:

- El Paso County Trail Hierarchy, El Paso County Community Services Department, Planning Division
- Equestrian Design Guidebook for Trails, Trailheads, and Campgrounds, USFS and USDOT,  
[http://www.fhwa.dot.gov/environment/recreational\\_trails/publications/fs\\_publications/07232816/toc.cfm](http://www.fhwa.dot.gov/environment/recreational_trails/publications/fs_publications/07232816/toc.cfm)
- Trail Construction and Maintenance Notebook, USFS and USDOT,  
<http://www.fhwa.dot.gov/environment/fspubs/07232806/index.htm>
- Trail Solutions: IMBA's Guide to Building Sweet Single-track, IMBA,  
<http://www.imba.com/catalog/book-trail-solutions>

At times a trail may be required to pass under a road. It is important to provide sufficient vertical and horizontal clearance for the trail type it is accommodating. Trail underpasses will require approval by appropriate department or agency to address site-specific conditions.

#### 4. Trailheads

All trailheads in the Regional Park will consist of a crushed limestone surface, wayfinding signage, and a message center for park and community information. Signage should not be located in the traveling path of any trail, and the approach should be widened to accommodate informal trail user gatherings.

Trailhead parking lots in Falcon Regional Park will be class #6 gravel (or equivalent) and accommodate standard vehicles, large vehicles, and equestrian trailers. To accomplish this, two parking lot types are proposed. The first is a standard parking lot accommodating standard vehicle, while the second is emphasized for equestrian use. All parking lots should have adequate separation between vehicle traffic lanes and trail users (Harris1998).

- Standard Parking Lot
  - 10x20 foot parking spaces
  - ADA parking spaces
- Equestrian Parking Lot
  - 16x50 foot pull through parking spaces
  - 16x50 foot parallel parking spaces
  - ADA parking spaces
  - Minimum 53 foot turning radius



County Regulatory Signage

#### 5. Signage:

A successful signage program provides regulatory, interpretive (educational) and directional information. All County signs should be designed in accordance with Park Division standards. Signs should be compatible and consistent with accurate trail identification and wayfinding.

##### Regulatory

Regulatory signage is used to identify the rules and regulations. It should be placed in strategic access points such as staging areas and trailheads and may include:

- Hours of operation,
- Appropriate use and activity information,
- Park rules and relations; and
- Public notices and general information.

##### Interpretive

Interpretive signage is used to identify and educate about topics such as natural and cultural resources. It should be placed in strategic areas such as staging areas, viewpoints and other features of interest. Interpretative signage can include: trail etiquette, identification and description of key plant and tree species including habitat and education about resource degradation (public misuse, urban runoff, noxious plants invasion, overuse, trash, feral animals, etc.)



Interpretive Signage

Directional

Directional signage is used to identify location, direction, distance and places of interest for trails users. Markers should be placed at strategic intervals such as every one-quarter of a mile or at strategic areas such as viewpoints or intersections. Directional signage should include designation and length and provide trail user location.

Road

Road signs inform motorists of trail system access points and provide warning at trail crossings.

Wayfinding- This sign type includes park entry signs, general park boundary markers, trail maps and wayfinding signage specific to Park facilities.



Park Entry Signage

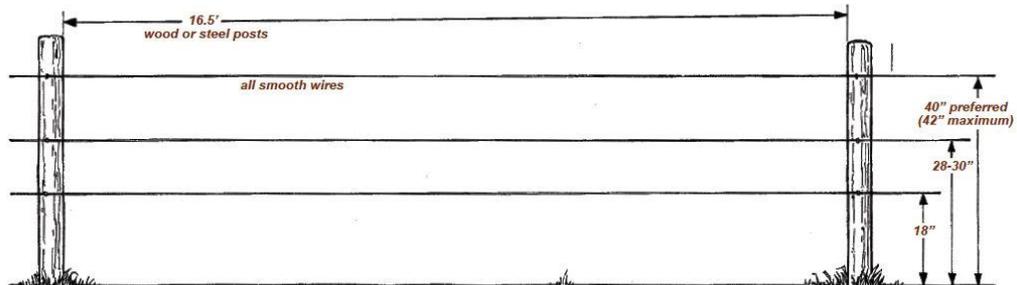
**6. Fencing:**

Three types of fencing are anticipated for use within the park. These would include:

- Chain link- To be used primarily at the athletic fields, dog park and to secure areas of outdoor storage. This fencing would be typical galvanized steel wire, posts and gates. Fence heights will vary depending on use but would generally be in heights of 4', 6' or 8'. A concrete mow strip may be desirable at the base of fences with adjacent turf fields for maintenance purposes.
- Wire fence- 3 strand smooth wire fencing would be incorporated in areas associated with the El Paso County Conservation District where livestock may be temporarily contained or agricultural activities would occur.



Chain Link Fencing



3 Strand Smooth Wire

- 2 rail or 3-rail post and dowel fence- To reinforce the agricultural character, post and dowel fencing would be used primarily to delineate spaces and provide barriers in appropriate areas, such as areas adjacent to roadways.



*3 Rail Pole Fence*

## 7. Structures:

Site structures should reinforce the simple agricultural character of eastern El Paso County:

### Roofing-

- Metal roofs, blue in color

### Materials-

- Metal columns, structure, tan/brown in color
- Metal siding, tan/brown in color
- Split face block, tan/brown in color

The design guidelines are to be implemented throughout the phasing in the park to develop the continuity and character.



*Pavilion*



*Vault Restrooms (blue roof)*

## VII. Implementation

Implementation will require significant initial and long-term capital investments for physical development, operations and maintenance. Implementation is expected to occur over a number of years as funding and other resources become available and plans become refined and ready for implementation. This section provides an overview of the County's governance, and operational and management practices and operational framework related to implementing the master plan.

Implementation will require significant initial and long-term capital investments for physical development, operations and maintenance. Implementation is expected to occur over a number of years as funding and other resources become available and plans become refined and ready for implementation. This section provides an overview of the County's governance, and operational and management practices and operational framework related to implementing the master plan.

### A. Organizational Structure

El Paso County Parks is comprised of three divisions: Parks Operations, Planning, and Recreation and Cultural Services, all of which are part of the six-division Community Services Department. The Director of Community Services provides the leadership for the six divisions and provides the ultimate direction for the El Paso County Parks.

The Park Operations Division is responsible for the daily maintenance of all park property and landscaping functions at numerous County buildings. This division is supervised by the Parks Operations Manager and is divided into four geographic districts: North, East, Central and South.

The Recreation and Cultural Service Division is responsible for the management of the Bear Creek and Fountain Creek Nature Center and the provisions of a wide variety of interpretive and recreation programming. This division is also responsible for management of the County Fair as well as non-fair programming, and the staff plans and conducts special events and other programs in County parks.

The Planning Division coordinates the planning functions of El Paso County Parks and provides long-range planning expertise for the other County departments/divisions. The staff coordinates development of master plan and construction plans for parks, open space, and trails projects; and provides project management of Park capital projects, reviews development permit applications, provides substantive direction on grant submittals, completes a variety of Geographic Information System (GIS) functions, and helps staff on a variety of regional planning initiatives.

Administrative Services staff is responsible for the management of the financial operations, front desk, human resources, and other functions related to the park operations. Staff members include an Administrative Services Supervisor and support staff, a Grant Analyst, and a Community Outreach Coordinator.

Volunteers are critical to the ongoing operations of El Paso County Parks, especially for recreation and cultural programs, including nature-based programming. Volunteers contribute 27,000 hours annually. Notable for its contribution for both volunteer time and funding is the Friends of El Paso County Nature Center, a non-profit docent organization.

## **B. Management Actions**

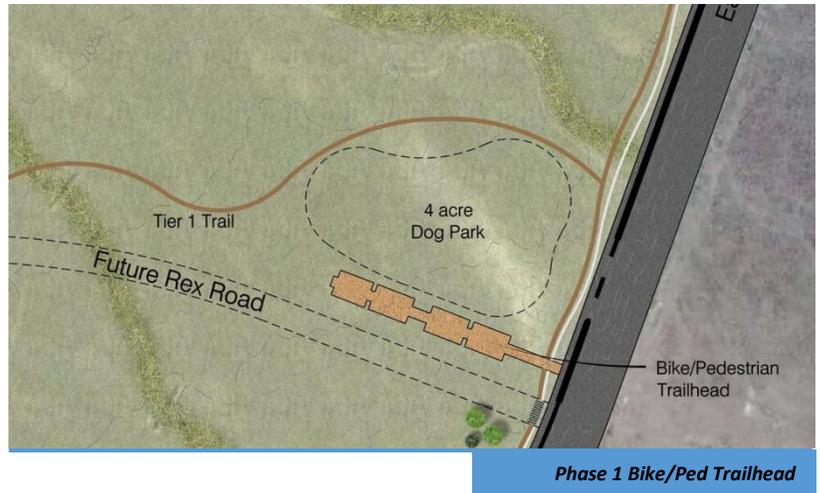
This section includes items which are programmatic in nature. Recommended park management and maintenance recommendations include, but not be limited to:

- 1) Establish written use agreement with the El Paso Conservation District for the designated 45-acres.
- 2) Establish written use agreement(s) with youth sports organizations that are funding partners.
- 3) Implement a Vegetation Management Plan that preserves high quality native vegetation and addresses management of noxious weeds.
- 4) Develop interpretive signs and materials that reflect the area's culture and history.
- 5) Trail construction:
  - a) Use sustainable trail design principles when planning trail locations and improvements.
  - b) See Design Guidelines section of this Master Plan.
- 6) Fostering Stewardship:
  - a) Friends Group: Provide the support, in cooperation with the Trails and Open Space Coalition, to establish a Friends Group to assist with supervised construction and maintenance projects.
    - i) Natural playground construction
    - ii) Donation of memorial benches
    - iii) Trail maintenance
    - iv) Monitor trails and facilities for appropriate use
- 7) Volunteer Projects:
  - a) Develop a list of volunteer projects and engage volunteers.
  - b) Work with established groups, such as Volunteers for Outdoor Colorado, youth Corps and youth sports organizations to help develop and maintain the park.

- 8) Partnerships:
- a) Work through established partnerships with groups such as the Trails and Open Space Coalition, Rocky Mountain Field Institute and Youth Corps to raise third-party funds and improve the park.
  - b) Cultivate new partnerships with youth sports, equestrians and other sports organizations to develop and maintain the park.
  - c) Work with the High Plains Chamber of Commerce to foster interest in the park as well as economic development opportunities.
  - d) Seek funding and leveraging opportunities to implement future phases.
- 9) Maintenance:
- a) Use sustainable maintenance practices, tailored to the natural environment
  - b) Work with the El Paso County Conservation District to promote soil conservation, use of native plants, and demonstration projects.
  - c) Develop water use and conservation strategies and methods.
  - d) Continue to explore use of and conversion to artificial turf for sports fields.
  - e) Address resources needed for maintenance proactively to ensure good stewardship of this new park asset.
- 10) Natural Resource Management:
- a) El Paso County has a long history and strong dedication to the conservation and enjoyment of its natural resources. The County recognizes the critical role that natural resources play in healthy and sustainable communities, and the importance of continuous stewardship of these natural resources.
  - b) The natural resources identified within the Falcon Regional Park include drainage areas, a 100-year floodplain designation, and high quality native grasses. With proposed improvements, the park will become an outstanding resource for recreation and education. Therefore, the County will pursue implementation of sustainable management principles that encourage conservation and protection of natural resources with development of the park. Natural resource management should be adaptive and experimental.
  - c) Fostering active stewardship of these natural resources will be completed through the partnership with county staff, contractors, volunteer groups, engaging citizens, and existing and new partnership, such as with the El Paso County Conservation District, the Trails and Open Space Coalition, equestrian groups, and the youth sports organizations.

### C. Phasing Plan

Phasing for the proposed improvements was derived from balancing the solicited public comments, public survey results, and County staff discussions. Improvement costs, funding, and maintenance needs were also considered in the phasing of this Master Plan. It should be recognized that phasing might change in response to changing actual development proposals, partnering, and funding availability.



Phase 1 of the Master Plan includes the following elements:

- Open Space
- Trails
  - 6' Concrete walk
  - Tier I (8' crusher fines) - 12,000 l.f.
  - Tier IV (Single track- crusher fines/native surface) - 7500 l.f.
- Trailhead parking (pedestrian/bike)
- Trailhead parking (equestrian/trailers)
- Dog Park (4 acres, fenced)
- Baseball/softball fields
  - 2 natural grass
  - Bleachers



- Multipurpose Fields
  - 1 Natural grass
- Restroom
- Pavilions (2)
- Utilities
  - Water
  - Electricity

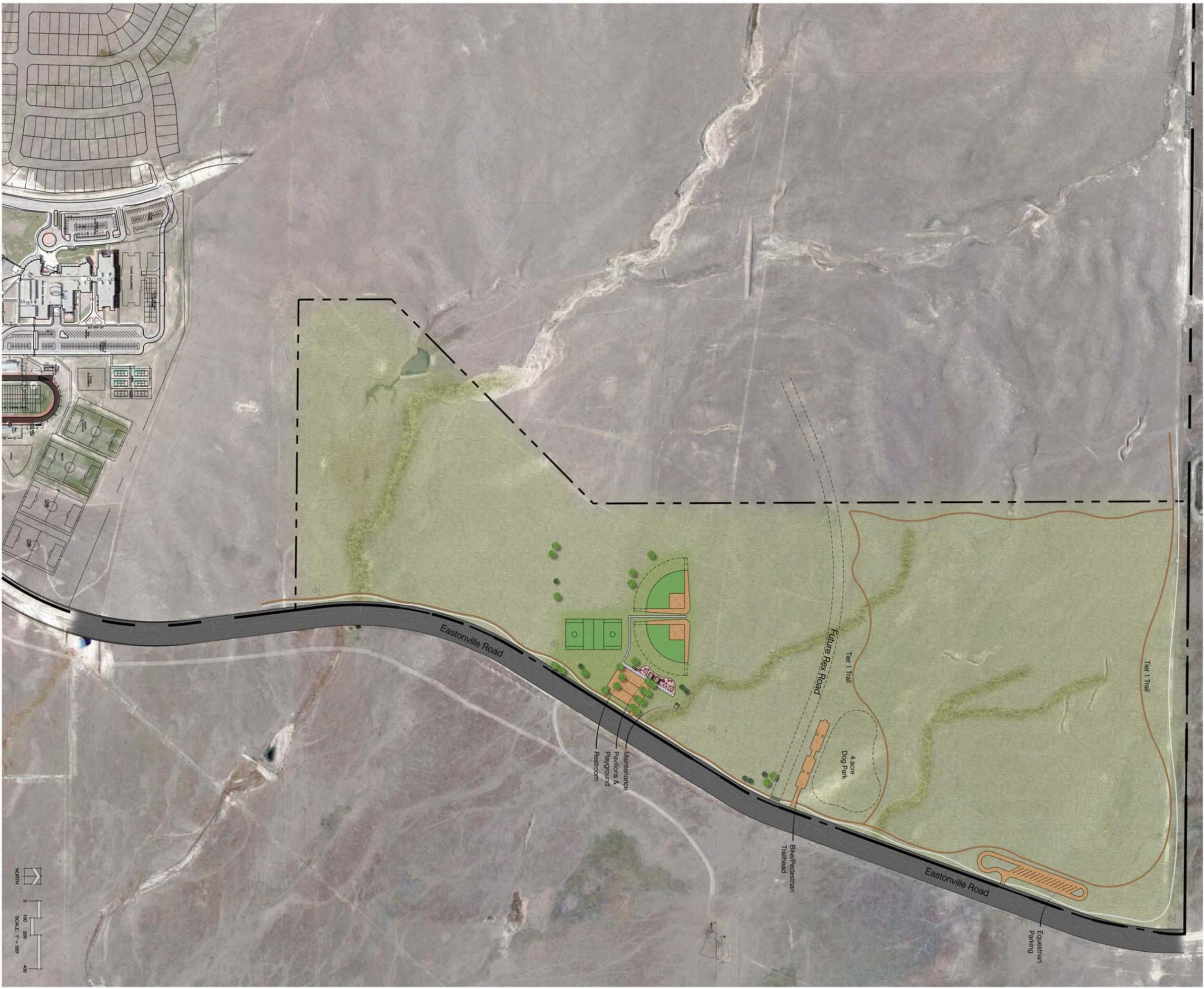
Recommended future phasing will be based on a combination of elements, and include factors such a cost, scope, and complexity of the activity or action, the urgency and need for the item, and the priorities of County Leadership.

Future Phases:

- Baseball Fields (grass and artificial turf)
- Multi-fields (grass and artificial turf)
- Courts
- Paving of parking lots
- Utility extending
- Trail improvements
- Site lighting
- Field lighting
- Splash Pad/Sprayground
- Field House
- Fencing
- Irrigated grass
- Playground
- Landscape
- Site furnishings
  - Benches
  - Picnic tables
- Parking

# Falcon Regional Park

Phase 1 Plan - February 2015





#### D. Capital Costs

The estimated capital costs below provide an overview of potential costs for each program area of the park and associated amenities. The total estimated costs for amenities and infrastructure for Phase One is \$1,061,000. At full build-out of the park, the total estimate costs of all the amenities and infrastructure estimated at \$4,503,100.

Costs are presented according to a preliminary phasing plan that is based on a number of considerations. It is important to note that the phasing plan is intended to be flexible and to be used as a guide. Cost figures are based on a master plan level evaluation, intended to inform general budgeting purposes and project phasing. As funding is identified for specific program areas cost projections will be further refined based on site-specific information and current material and labors costs.

Falcon Regional Park				
Phase 1				
Item	Quantity	Units	Unit Cost	Estimated Cost
Rough grading	60,000	SY	1.2	\$ 72,000.00
Baseball fields 225' (grass)	2	EA	117,700	\$ 235,400.00
Multi-purpose Fields (grass)	1	EA	105,000	\$ 105,000.00
Playground	1	EA	10,000	\$ 10,000.00
Pavilion	2	EA	20,000	\$ 40,000.00
Restrooms	1	EA	80,000	\$ 80,000.00
Concrete	11,000	SF	6	\$ 66,000.00
Parking lot (Activity area- paved)	50	Space	500	\$ 25,000.00
Parking lot (Activity area- overflow)	50	Space	500	\$ 25,000.00
Parking lot (bike/ped trailhead)	40	Space	500	\$ 20,000.00
Parking lot (equestrian trailhead)	15	Space	1,000	\$ 15,000.00
Utilities	1	LS	50,000	\$ 50,000.00
Trails (multi-use Tier I)	12,000	LF	10	\$ 120,000.00
Trails (Tier IV)	0	LF	4	\$ -
Dog Park (4ac)	1	LS	24,200	\$ 24,200.00
Benches	8	EA	800	\$ 6,400.00
Picnic table	8	EA	1,000	\$ 8,000.00
Drainage Improvements	1	LS	10,000	\$ 10,000.00
<i>Landscape</i>				
Irrigated turf	40,000	SF	1	\$ 40,000.00
Trees	30	EA	300	\$ 9,000.00
Design				\$ 50,000.00
Contingency				\$ 50,000.00
<b>Phase 1 Total</b>				<b>\$ 1,061,000.00</b>

Falcon Regional Park (includes Phase 1)				
Item	Quantity	Units	Unit Cost	Estimated Cost
Rough grading	263,000	SY	1.2	\$ 315,600.00
Baseball fields 225' (grass)	2	EA	117,700	\$ 235,400.00
Baseball fields 225' (art. turf)	1	EA	325,700	\$ 325,700.00
Baseball fields 300' (grass)	3	EA	179,200	\$ 537,600.00
Multi-purpose Fields (grass)	3	EA	105,000	\$ 315,000.00
Multi-purpose Fields (art. turf)	1	EA	475,200	\$ 475,200.00
Playground	1	EA	60,000	\$ 60,000.00
Pavilion	4	EA	20,000	\$ 80,000.00
Restrooms	1	EA	80,000	\$ 80,000.00
Concrete	11,000	SF	6	\$ 66,000.00
Sprayground/splash pad	1	EA	150,000	\$ 150,000.00
Courts	4	EA	40,000	\$ 160,000.00
Parking lot (Activity area- paved)	376	Space	1,800	\$ 676,800.00
Parking lot (ped/bike trailhead)	60	Space	1,800	\$ 108,000.00
Parking lot (equestrian trailhead)	15	Space	1,000	\$ 15,000.00
Utilities	1	LS	50,000	\$ 50,000.00
Trails (multi-use Tier I)	17,500	LF	14	\$ 245,000.00
Trails (Tier IV)	7500	LF	4	\$ 30,000.00
Dog Park (4ac)	1	LS	24,200	\$ 24,200.00
Benches	16	EA	1,000	\$ 16,000.00
Picnic table	12	EA	800	\$ 9,600.00
Drainage Improvements	1	LS	30,000	\$ 30,000.00
<i>Landscape</i>				
Irrigated turf	100,000	SF	1.5	\$ 150,000.00
Trees	60	EA	300	\$ 18,000.00
<b>Subtotal</b>				<b>\$ 4,173,100.00</b>
design				\$ 180,000.00
contingency				\$ 150,000.00
<b>Total</b>				<b>\$ 4,503,100.00</b>

### E. Operation and Maintenance Costs

The Master Plan improvements are designed to reduce future maintenance costs. General maintenance costs can be categorized as routine and periodic. Routine maintenance costs are less intensive and are done on a consistent schedule. Periodic maintenance requires significant staff time but is done less frequently.

At full build-out of the Falco Regional Park, the annual operations budget for maintenance is estimated at \$37,552. Fleet and material costs directly associated with the maintenance operations of the park is estimated at \$53,000. The proposed improvements outlined in the plan will require both routine and periodic maintenance and will require relative increase to the costs estimated in the FRP Master Plan Estimated Maintenance Personnel Costs chart below.

The proposed improvements outlined in the plan will require routine and periodic maintenance as estimated below.

- 1) Routine Maintenance:
  - a) General Park Maintenance
  - b) Facilities
  - c) Turf
  - d) Landscaping
  - e) Water System
  
- 2) Periodic Maintenance:
  - a) Turf
  - b) Natural Grass
  - c) Trees
  - d) Irrigation
  - e) Facilities/Infrastructure
  - f) Parking Lots (unpaved)
  - g) Trails
  - h) Noxious Weeds
  
- 3) Other Maintenance
  - a) Snow Removal
  - b) Play structure
  - c) Winterization/De-winterization
  - d) Parking Lots (paved)

FRP Master Plan Estimated Maintenance Personnel Costs						
Routine Maintenance	Areas Covered	Action Items	Frequency Each Area*	Personnel Required	Weekly Cost (at \$16.50/hour)	Annual Cost (Seasonally=30 weeks/year)
General Park Maintenance	All park areas (215 acres)	Trash removal, routine repair	Weekly (10 hr.)	1	\$ 165.00	\$ 4,950.00
Facility Maintenance	Restrooms	Restroom cleaning, sweeping, trash removal, mopping, janitorial	Weekly (5 hr)	1	\$ 83.00	\$ 2,490.00
Turf Maintenance	3 Fields not including future fields	Mowing/trimming	Weekly (15 hr)	1	\$ 248.00	\$ 7,440.00
Landscape Maintenance	Landscaped beds; approx.	Weeding, mulching	Weekly (2 hr)	1	\$ 33.00	\$ 990.00
<b>TOTALS FOR ROUTINE MAINTENANCE</b>					<b>\$ 529.00</b>	<b>\$ 15,870.00</b>
Periodic Maintenance					Monthly Cost (at \$16.50/hour)	Annual Cost (Seasonally=7 months/year)
Turf Maintenance	3 Fields plus multiple sod areas; 24 acres turf total	Fertilizing, edging, irrigating, aeration, weed control, overseeding	3x year (90 hr)	1	n/a	\$ 1,485.00
Natural Grass Maintenance	Edges of roadways and parking areas; 14 lots + associated access drives	Mowing/weed control/Trail repairs/	3 x year (60 hr)	1	n/a	\$ 990.00
Tree Maintenance	All park areas (546 acres)	Pruning, trimming, removal/replanting	monthly(2 hr)	1	\$ 33.00	\$ 330.00
Irrigation Maintenance	24 acres turf and approximately	Visual inspection of heads, adjustments and scheduling	monthly(25 hr)	1	\$ 413.00	\$ 4,956.00
Facility/Infrastructure Maintenance	Pavilions, fences, benches, picnic tables, signs, bulletin boards, etc.	Repair fences, paint facilities, maintain pavilions, repair/paint signs, clean tables, etc.	monthly(25 hr)	1	\$ 413.00	\$ 4,956.00
Parking Lot Maintenance (unpaved)	Unpaved parking lots	Grading, box blading	4 x year (80 hr)	1	\$ 1,320.00	\$ 1,320.00
<b>TOTALS FOR PERIODIC MAINTENANCE:</b>					<b>\$ 2,179.00</b>	<b>\$ 14,037.00</b>
Other Maintenance						
Snow Removal	Sidewalks and parking areas	Clearing sidewalks, trailheads	Est. 15 snow events x 10 hours each	1	n/a	\$ 2,475.00
Trail Maintenance	All Trails (12 miles)	\$1,200 per lineal foot / year: Box blading and surface repair	annually/as needed	1	n/a	\$ 14,400.00
Playstructure	Playgrounds	maintain surfaces and working parts	quarterly	1	\$ 165.00	\$ 1,320.00
Facility Maintenance	Archery Range, Tennis Courts	maintain surfaces and working parts	quarterly	1	\$ 165.00	\$ 1,320.00
Winterization/de-winterization	Irrigation system	Fall blow-out; Spring start-up	Semi-annually	1	\$ 1,000.00	\$ 4,000.00
Parking Lot Maintenance (paved)	Six paved parking lots	Asphalt repair, sealing, sweeping, striping	annually/as needed	N/A (Contracted)	\$0.00	\$0.00
<b>TOTALS FOR OTHER MAINTENANCE:</b>					<b>\$ 1,330.00</b>	<b>\$ 23,515.00</b>
<b>Total Estimated Annual Maintenance Costs:</b>						<b>\$ 37,552.00</b>
* Frequency for Routine and Periodic Maintenance tasks indicates seasonal timing (April to October)						
Fleet and materials costs directly associated with maintenance operation.						
Equipment	Total Cost	Shared Cost	Sub Total			
1/2 cost Commercial turf Mower to be shared with HRRP	\$40,000.00	\$20,000.00	\$20,000.00			
1/3 cost of truck to be shared within East District	\$33,000.00	\$14,000.00	\$14,000.00			
1/3 cost of transport trailer to be shared within East District	\$6,000.00	\$2,000.00	\$2,000.00			
1/3 cost of 4 wheel drive tractor	\$33,000.00	\$11,000.00	\$11,000.00			
1/3 cost of Pull behind mower for trail mowing	\$9,000.00	\$3,000.00	\$3,000.00			
1/3 cost of snow plow	\$9,000.00	\$3,000.00	\$3,000.00			
<b>Total</b>	<b>\$130,000.00</b>	<b>\$53,000.00</b>	<b>\$53,000.00</b>			
Supplies						
Fuel, Ice melt, fertilizer, herbicide, rental or compressor, uniform, paper products,					\$3,000	

## **F. Funding Considerations**

There are a variety of mechanisms used by El Paso County to fund park operations and development. Park and recreation operating and capital development funding typically comes from conventional sources such as sales, use, and property tax referenda voted upon by the community, along with developer exactions. Operating funds are typically capped by legislation and may fluctuate based on the economy, public spending, or assessed valuation, and may not always keep up with inflationary factors.

Briefly explained below are the key points of the primary funding sources used to support parks and recreation. These examples illustrate creative efforts that have been undertaken to continue to provide park and recreation services while enduring the reduced funding available to maintain services levels. Additional funding opportunities that may be available to supplement existing sources are further explained in Chapter 9 of the El Paso County Parks Master Plan (2013).

- General Fund Tax Support: The El Paso County Parks are funded in part by approximately \$1.45 million each year from the County General Fund. These funds are sourced from a combination of property tax and sales tax, as well as a various fees and charges. These funds are used for administrative and supervisory salaries, materials and supplies, and other general operation expenses.
- Conservation Trust Fund: El Paso County currently receives approximately \$1.2 million annually from the State of Colorado's Conservation Trust Fund (CTF). State CTF funds are provided to counties, cities, and special districts to develop net and expanded parks, trails and open spaces.
- Development Fees and Land Dedication: Development fees are one-time charges imposed on development projects at the time of permit issuance to recover capital costs for public parks facilities needed to serve new developments and the additional residents, employees, and visitors they bring to the community. State laws, with a few minor exceptions, prohibit the use of impact fees for on-going maintenance and operation costs.
- User Fees: User fees are charged for a variety of individual or group uses currently generating approximately \$425,000 per year for the park system overall. Examples of user fees employed by the County include: park and recreational facility rentals, recreational program fees, and special use permits.
- Grants: Grants often supplement local funds. For example, grants can be used for programs, planning, design, seed money, and construction. Due to their generally unpredictable nature, grants are often used to fund a specific venture and should not be viewed as a continuous source of funding.

- Volunteer Programs: Programs such as partners and friends groups may be created with and supported by nonprofit organizations, residents, businesses, and/or organizations that use park facilities. These programs allow volunteers to actively assist in improving and maintaining parks, related facilities, and the community in which they live. In addition, volunteers help to reduce the burden of hiring staff for certain activities, and aid in engaging the community in the operation of their parks.

Fee-simple purchases of land for public parks and open space are not common in El Paso County. Instead, the County has typically relied upon land acquisition techniques that involve subdivision exactions, easements, donations, grants, partnerships, and/or leveraged funds. Alternative funding sources include a variety of different or non-conventional public sector strategies for diversifying the funding base beyond traditional tax-based support.

Funding for Phase 1 of the Falcon Regional Park uses conventional and non-conventional funding sources outlined below.

The citizens of El Paso County approved Ballot Question 1A which authorized the County to invest \$2 million of excess Tabor revenue in critical park, trail and open space development projects. The Falcon Regional Park will receive \$250,000 of the funds to support the first phase of improvements.

El Paso County receives regional and urban park fees from new housing developments in the County at the time of subdivision. The regional park fees can be used for development of park facilities or the purchase of park property or open space in the designed areas where the fees were collected. El Paso County Parks has proposed \$400,000 in regional park fees to be used for the first phase of the park.

Additional partnership opportunities between the County and the local youth sports organizations are being explored. The High Plains Little League organization has pledged \$60,000 to the development of ball fields in the first phase.

El Paso County Parks also relies on third-party funding. Great Outdoors Colorado (GOCO) distributes grant funds from Colorado Lottery proceeds to assist with the preservation of open lands, and development of parks and trails. GOCO grants are offered on a biannual cycle, with one application window in the spring, and one in the fall. The County anticipates applying for a Local Parks and Outdoor Recreation grant offered by GOCO in March of 2015. The Master Plan will be submitted as part of the application to GOCO for grant consideration. If approved, the County may begin to implement first phase improvements outlined in the Master Plan improvements in the fall of 2015.

# Appendices



## Appendix A Stakeholder Interview and Response Summary

The following questions were asked and findings highlight the main points offered by stakeholders interviewed (in-person or over the phone) or that provided feedback via email. The following stakeholder groups provided feedback: High Plains Little League, I-9 Sports, Pride Soccer, Pikes Peak Lacrosse, Meridian Ranch Metropolitan District, Woodmen Hills Metropolitan District, Trails and Open Space Coalition, Eastern Plains Chamber of Commerce, and D-49 School.

- 1) Are you familiar with the County's efforts to establish the Falcon Regional Park? If so, please explain.
  - Somewhat. The County spoke at one of our meetings in support of the ballot issue.
  - Yes, odd shaped property north of High School.
  - No, not before being contact for this effort.
  - Yes, we regularly attended El Paso County Parks Board meetings.
  
- 2) Please share with us some details about your organization:
  - a) Who does your organization serve?
    - Youth between the ages of 3 to 17.
    - Youth, High School, Semi-pro Leagues.
    - School District 11 and outlying areas.
    - School District 49.
    - The business community of Eastern El Paso County.
    - The Meridian Ranch and the Woodman Hills communities.
    - Non-motorized users in the Pikes Peak region.
  
  - b) How large (membership) is your organization?
    - 35 Businesses.
    - 1400 homes.
    - Approximately 3,000 residents.
    - 4500 players.
    - 6500 members, 1400 registration per year.
    - 350 players in springs, 50-60 players in fall.
    - 120 members.
  
  - c) Is there a certain percent of your membership that are residents of the Falcon/Peyton area?
    - 90 percent
    - Unknown number from Falcon area.
    - Serve: Marksheffel, Woodmen, Black Forest, County Line Road - East of Falcon/Peyton area
    - 15-20%.
    - All of them.
    - Less than 5%.

- d) What are your organizations hopes for the Falcon Regional Park Master Plan? What do you want to see achieved?
- Sports fields where weekend games and tournaments bring people to Falcon area.
  - Reasonable rental of available fields for practice and league play.
  - Outdoor shelters, tables and BBQ pits for gathering and outdoor events.
  - Location to hold area fireworks show and larger community events.
  - Include options for all user groups.
  - Bike trails.
  - Restroom facilities.
- 3) If you are an athletic organization:
- a) Where do you practice currently?
- Falcon Elementary and Middle Schools
  - Colorado Springs Area, Briargate, Powers and Bear Creek Regional Park.
  - Bonforte, Jefferson and Flannigan Parks
  - Balcon Park for all sporting events.
  - Programs at Greens Park and Fairways Park.
- b) What are the primary seasons for practices and games for your organization?
- Outside: February through June and August through October.
  - Primary seasons are fall and springs. Winter, play indoor but no indoor leagues.
  - Fall and Springs (outdoors); Winter (at Constitution and Peterson)
  - Spring, summer and fall.
- c) What are some of the challenges your organization experiences with facility availability?
- Cannot do improvements to current field including mowing or maintenance.
  - Lighting.
  - There are not enough locations. Seen an 85% growth and growing out of existing facilities.
  - Need a winter indoor facility.
  - Current time slots compete with other sports.
  - Field rental is going up and becoming too costly.
  - Over use of parks put strains on the grass.
- 4) Are their specific features or types of enhancements your organization may need within the proposed Falcon Regional Park? (I.e. trail systems, multi-use fields, park furnishings such as picnic tables, sports complex, restrooms, etc.)
- Multi-use fields (regulation size).
  - Terrace berms around fields, ultimately stadium seating.
  - Lighting.
  - Artificial turf.
  - Sports complex with meeting rooms, restrooms, concession, and storage.
  - Playground.

- No great facility for adult sports. Definitely an interested.
  - Trail system connectivity to other trails. Options for mountain bikers.
- 5) What are the greatest opportunities for development of the Falcon Regional Park?
- Availability of multi-use fields (soccer, lacrosse, football, baseball, etc.)
  - Sports teams would like a 'home'. Sense of community.
  - Adult sporting programs.
  - Walking areas.
  - Providing opportunities for passive and active recreation that the county will be able to maintain in the future.
  - Reduce the need to travel into Colorado Springs for practice and games.
- 6) What do you think may be the greatest challenges facing the development of the Falcon Regional Park?
- Topography: level and drainage.
  - Access: Safety for players.
  - Parking: Adequate and safe.
  - Flushing restrooms.
  - Community vandalism.
  - Community participation.
  - Wonderful examples in region of great new regional parks. Hope the county would "stretch" and be visionary anticipating changes in demographics and recreational needs.
- 7) Do you believe your organization may support or assist in the development of the Park? (I.e. in-kind services, grants, donations, programs, etc.)
- Yes on a small scale.
  - Volunteers and donations.
  - Open to assisting with project.
  - In kinds funds.
  - In kind donations and labor.
  - Assist with the layout of the fields.
  - See what needs are required as the process goes and determined level of assistance.
  - Programming.
  - Development of a Friends Group when the park is completed.
- 8) Please provide any other input or comments not address above.
- Biggest needs is a "Home Field" for the region.
  - Can always use more field space.
  - There is always a shortage of practice/game space.
  - Would like to see 2 fields in initial phase and ultimately 3 fields the same size.
  - ADA compliant. Able to have own Challenger League.
  - Holding tournaments instead of driving to Denver.
  - Maintenance agreement with sports organizations.



**Appendix B**  
**Public Meeting Summary Notes - November 18, 2014**

The first of three community meetings was held on Tuesday, November 18, 2014, at the Meridian Ranch Recreational Center. Below is a copy of the public notice and meeting minutes.

**El Paso County News Release**  
200 S. Cascade Avenue  
Colorado Springs, CO 80903  
www.elpasoco.com



**Commissioners**  
Dennis Hisey, Chair District 4  
Amy Lathen, Vice Chair District 2  
Sallie Clark District 3  
Darryl Glenn District 1  
Peggy Littleton District 5

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**For Immediate Release**

**Contact: Dave Rose**  
Public Information Officer  
Phone: 520-6540 Cell: 337-9239  
DaveRose@elpasoco.com

**County Parks Seek Public Input on Falcon Regional Park Master Plan**  
**Informational Public Meeting Set Nov. 18 at Meridian Ranch Recreation Center**

**El Paso County, CO, Friday, Nov. 7, 2014** – El Paso County has initiated a Master Planning process for the new Falcon Regional Park and is seeking public input. A master plan meeting will be conducted from 6 to 8 p.m. on Tuesday, Nov. 18, to identify possible activities and amenities for this 215 acre regional park site, located east of the Meridian Ranch Development, adjacent with Eastonville Road, and north of the Falcon High School.

The meeting is at the Meridian Ranch Recreation Center located 10301 Angeles Road in Peyton. This and will be an information gathering opportunity with residents and other stakeholders encouraged to provide input on the Master Planning process for the new Falcon Regional Park. Site maps will be on display and a brief presentation will begin at 6:30 pm, followed by questions and comments.

A community survey will also be conducted as part of this planning effort. Hard copies of the survey will be provided at the community meeting, and a link to the electronic survey will be available on the County Parks website starting November 12 for those who are unable to attend this public meeting.

For more information about the Falcon Regional Park Master Plan, please contact Tamara Baxter with N.E.S. Inc. at (719) 884-1371, or via email at [tbaxter@nescolorado.com](mailto:tbaxter@nescolorado.com) or Elaine Kleckner at (719) 520-6900, or via email at [elainekleckner@elpasoco.com](mailto:elainekleckner@elpasoco.com), or visit the webpage at the following address: <http://adm.elpasoco.com/CommunityServices/planning/Pages/FalconRegionalParkPlanning.aspx>

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## Falcon Regional Park Master Plan Meeting Summary Notes

Meeting Date: November 18, 2014

Location: Meridian Ranch Recreational Center

Attendees: Approximately 27 members signed in

### Notification of meeting:

- El Paso County released a press release regarding the meeting to the media list they use for all NRs, including the New Falcon Herald, Black Forest News, Ranchland News, and the Gazette, Colorado Springs Indy, all four local TVs, Cheyenne and Woodmen Editions, KRDO and KVOR radios, Tri-Lakes Tribune and others. Also, posted on the County Website, Twitter and Facebook.
- N.E.S. Inc. contacted and emailed out information about the park to the identified Stakeholder list on November 11<sup>th</sup>. Re-contact made on November 13<sup>th</sup> with attached public meeting notice and on-line survey link.
- N.E.S. Inc. emailed to a list of contacts provided by the County that was gathered for the Bear Creek Master Plan Update. Public notice was send out on November 10<sup>th</sup>.
- N.E.S. Inc. emailed the editors to the New Falcon Herald, Black Forest News, Ranchland News, and the Gazette with on-line survey link.
- N.E.S. Inc. contacted the Falcon Lady (local blog) with the public meeting notice and on-line survey link. Information was posted on her site.

Information and/or the press release was posted on the following websites: Meridian Service Metropolitan District, D49 School District, El Paso County Parks Facebook Page, FalconLady.com, Eastern Plains Chamber of Commerce, Trails and Open Space, and Woodmen Hills Metropolitan District Park and Recreation.

### Meeting Summary:

- Tim S. introduced Elaine Kleckner, County Staff, and N.E.S staff that are working on the Master Plan.
- Elaine gave an overview of the County Parks Master Plan and identified the mission of the plan and the goals for regional parks. Elaine noted that the time for this Park has truly come. Within the County Parks Master Plan process it had been identified that there is a strong need for active use facilities, trail connections and internal trails for the area.
- Tim noted that the purpose of the meeting was to gather feedback and get more input.
- At the next community meeting, January 7, 2015, 2-3 alternative plans will be brought back for additional comments and feedback. At the January 28' 2015, community meeting, the final master plan will be brought forth. Location for the meetings have not been determined. Tim encourage participants to sign-in so that we can provide notification via email as the meetings are firmed up.
- Tim provided a description of the current site conditions.
  - There is a 100' of grade change from the north end of the site to the south.
  - Some hills, prairie, mostly grasslands.

- The site has views and wind.
- There are easements to convey drainage.
- Site is located just north of D49 70-acre High School site and a 45-acre elementary/middle school location.
- Probably no wetlands on the site, but researching.
- Wildlife: Cleared of Preble's mouse habitat; some migratory birds, pronghorn sheep and elk occasionally. Will be consulting the Natural Heritage Resources for wildlife habitat in the area.
- Trail connection ultimately with Rock Island Trail and trails north to Pineries/Black Forest areas.
- The Master Plan will consider intensity of active uses, parking, road circulations and will have a phasing component.

Q/A

Q: Will there be a connection with Latigo trails east/west trail through creek bed.

A: Eastonville connection. Meridian Ranch Road has multi-use trails.

Q: Lower drainage is rather wet. There may be potential wetlands.

A: We be investigating this possibility. Will need to work around this area.

Q: Ball fields. Will there be a connections to the school?

A: Maybe, still looking into a partnership.

Q: Breaking ground? What is the priorities?

A: Intent to break ground next fall.

Q: Ball fields. Will they be lite? Concern with light pollution. Look into low intensity lighting or temporary lighting to be brought in as needed. Colorado Springs has been insensitive to lighting. This are is pristine for star watching.

A: Information will be taken into consideration.

Q: Loop trail. Multi-use including horse use?

A: Meridian Ranch currently has a dual trail system. Paved and graveled. Multi-use trail system planned around all of Meridian Ranch development at some point. Multi-use trails in Park and to connect beyond the Park. Eastonville is intended for multi-sue trails. More trails will be looping throughout the park. Trail type will be balanced with all users. There will be equestrian use throughout the Park. Need to consider equestrian parking area, loading and unloading. Separate trail head.

Dog Park. A need.

Bike Trail, including mountain biking.

What do "we" think the plan is for the Park? A Dot Exercise will take place so individuals in the room can identify what "you all" would like to see for the Park.

Comments after Dot Exercise:

Macro issues: water, security, maintenance. Will this be included as components of the Master Plan? Hours of operation? Look more seriously at this location due to the close proximity to the School. Maintenance of turf vs. artificial turf. What is appropriate? Maximize investment.

Lighting. School has lights. Meeting their needs with athletic fields. Lighting would help attract tournaments and evening games. Way for county to raise \$ on rental of fields.

Noticed that motor vehicle activities are not included on activities list. ATV, etc. [Response] These uses need longer area for riding. Could have BMX, smaller course.

Result of Dot Exercise:

- Highest uses
  - Multi-use fields
  - Equestrian
  - Non-paved trails
  - Cycling and mountain biking trails
  - Dog park
  - Restrooms

Expect similar results from the on-line survey.

One resident mentioned that she did not vote for restrooms, etc. because this should be standards enhancements for a park.

What is the definition of a Sports Complex? Should be further defined.

Q: Paving of Eastonville Road? Currently a washboard.

A: It is improved up to the High School. No immediate plans to pay according to City Transportation Department. Identified in 2040 for improvements.

N.E.S. will email survey out to all attendees to pass along and post.

### Dot Exercise Results:

Approximately 27 members of the community attended the first of three public meetings. Each individual was given four (4) dots to place on the activity or facility they would prefer to be considered at the Park. Below are the results of the Dot Exercise.

Activities or Facilities	Number of Dots	Percentage of Total
Archery Range	0	0%
Baseball Field	4	4%
Basketball Courts	0	0%
Bocce Ball	0	0%
Community Garden	0	0%
Cultural Events (concerts, art fairs, festivals, etc.)	0	0%
Cycling/ Mountain Biking Trials	10	10%
Disc Golf Course	1	1%
Dog Park	9	9%
Equestrian Trail System	10	10%
Geocaching	0	0%
Horseshoe Pit	0	0%
Interpretive Displays	0	0%
Interpretive Signage	0	0%
Multi-Use Fields (soccer, lacrosse, baseball, softball)	15	16%
Educational Programs For All Ages	0	0%
Open Space / Natural Areas	5	5%
Park Furnishings (benches, trash cans, BBQ grills, drinking fountains)	1	1%

Pavilions	2	2%
Pickle ball Courts	0	0%
Picnic Tables (individual or group)	0	0%
Playgrounds	1	1%
Restrooms	7	7%
Shuffleboard Court	0	0%
Skateboard Court	0	0%
Skateboard Park	4	4%
Skateboard / In-line Hockey Facility / Roller Blading	0	0%
Soil Conservation Demonstration Site(s)	0	0%
Sports Complex	4	4%
Tennis Courts	2	2%
Trial System (not paved for hiking varied terrain)	11	11%
Trial System (paved walking)	4	4%
Vita Course	0	0%
Volleyball Court	0	0%
Wildlife/Nature Viewing Areas	5	5%
Zero-depth Water Spray Areas	1	1%
<b>Total Dots</b>	<b>96</b>	<b>100%</b>

## Scribe Notes:

### Questions:

- Latigo Trail connection
- Drainage through the site and wetlands (south)
- Ball-field locations
- Breaking ground and priorities
- Ball-fields and light pollution
  - low level lighting
  - dog use
- Loop trail – multi-use
  - Halfway through the park site
  - Equestrian use
- Equestrian parking
- Dog Park
- Bike trails, mountain biking

### Write-in activities/facilities

- Swimming pool / indoor

### Other Comments:

- Security of park
  - Maintenance
  - School proximity
- Water
- Leverage monies for grants
- Need for after-hours/lighting for school – revenue generator
- Motorized Use
- Use of temporary lighting
- Use of dots for the important stuff
- Sports Complex encompass many fields
- Improvements to Eastonville
- Wildlife impacts

**Appendix C**  
**Public Meeting Summary Notes – January 7, 2015**

The second public community meetings was held on Wednesday, January 7, 2015, at the Meridian Ranch Recreational Center. Below is a copy of the public notice and meeting minutes.

<p><b>El Paso County News Release</b> 200 S. Cascade Avenue Colorado Springs, CO 80903 www.elpasoco.com</p>	 <p><b>EL PASO COUNTY</b> COLORADO</p>	<p><b>Commissioners</b></p> <table border="0"><tr><td>Dennis Hisey, Chair</td><td>District 4</td></tr><tr><td>Amy Lathen, Vice Chair</td><td>District 2</td></tr><tr><td>Sallie Clark</td><td>District 3</td></tr><tr><td>Darryl Glenn</td><td>District 1</td></tr><tr><td>Peggy Littleton</td><td>District 5</td></tr></table>	Dennis Hisey, Chair	District 4	Amy Lathen, Vice Chair	District 2	Sallie Clark	District 3	Darryl Glenn	District 1	Peggy Littleton	District 5
Dennis Hisey, Chair	District 4											
Amy Lathen, Vice Chair	District 2											
Sallie Clark	District 3											
Darryl Glenn	District 1											
Peggy Littleton	District 5											

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**For Immediate Release**

**Contact: Dave Rose**  
Public Information Officer  
Phone: 520-6540 Cell: 337-9239  
DaveRose@elpasoco.com

**Public Meeting for Falcon Regional Park Set for Jan. 7**  
**County Parks Planners Seek Input on Activities and Facilities**

**El Paso County, CO, Tuesday, Dec. 30, 2014** – El Paso County Parks is hosting a public meeting from 6 to 8 p.m. on Wednesday, January 7, 2015, to review options for the development and future use of the 215-acre site that will become Falcon Regional Park.

The public meeting is part of the master planning process for the new regional park located in the Falcon area, west of Eastonville Road and north of Falcon High School.

“This new park will be a wonderful asset to the families living in the Falcon area,” said Commissioner Amy Lathen whose district includes all of the Falcon area. “The planning process continues to be a community effort with collaboration from the County and the citizens. This is a great opportunity for Falcon residents to participate in the creation of a new regional park.”

The meeting will be held at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, 80831. The agenda includes a presentation on public outreach efforts, including a community survey in which more than 700 citizens participated. Attendees will be encouraged to share their views on suggested activities and facilities for the park. Maps will be on display to illustrate various options.

For more information about the Falcon Regional Park Master Plan, please contact either Tamara Baxter with NES, Inc. via email at [tbaxter@nescolorado.com](mailto:tbaxter@nescolorado.com) or by phone at (719) 884-1371 or Elaine Kleckner at the Community Services/Planning Division via email at [elainekleckner@elpasoco.com](mailto:elainekleckner@elpasoco.com) or by phone at (719)520-6999.

To view the results of a recently completed citizens survey and to keep in touch with the planning process for Falcon Regional Park go to:  
<http://adm.elpasoco.com/CommunityServices/planning/Pages/FalconRegionalParkPlanning.aspx>

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## Falcon Regional Park Master Plan Meeting Summary Notes

Meeting Date: Wednesday, January 7, 2015

Location: Meridian Ranch Recreational Center

Attendees: Approximately 22 signed in

### Notification of meeting:

- El Paso County released a press release regarding the meeting to the media list they use for all NRs, including the New Falcon Herald, Black Forest News, Ranchland News, and the Gazette, Colorado Springs Indy, all four local TVs, Cheyenne and Woodmen Editions, KRDO and KVOR radios, Tri-Lakes Tribune and others. Also, posted on the County Website, Twitter and Facebook.
- N.E.S. Inc. sent email with copy of press release and information about the meeting to identified stakeholders and all attendees that signed in at the November public meeting.
- N.E.S. Inc. also emailed the press release to the editors of the New Falcon Herald, Black Forest News, Ranchland News, and the Falcon Lady (local blog).

Information and/or the press release was posted on the following websites: Meridian Service Metropolitan District, El Paso County, KRCC FM - **Radio Colorado College**, Black Forest Trails Association Facebook Page, and listed on the Appledaily.org, [appledaily.org/tag/public-meeting-for-falcon-regional-park-set-for-jan-7](http://appledaily.org/tag/public-meeting-for-falcon-regional-park-set-for-jan-7), [unable to pull up article].

### Meeting Summary:

- Criteria to prioritize build out?
  - Survey
  - Community feedback
  - Funding targets/goals/interests
  - Things that can be maintained right away, don't want program elements to be installed and then not able to maintain
- Signals along Rex Road to cross?
  - Ideally separated crossing, underpass
  - Will gauge traffic and pedestrian volume for needs
- Trail connectivity is important
- Spacing between fields needs to be adequate
- If amenities installed off of Rex Road, would Rex need to be built in from Eastonville, adding cost to the initial phase?
- Splash Pad/sprayground, Dog Park (off leash) are desired. More fields with lighting, just set a limit to how late the lights stay on
- Active area in south not preferred, potential drainage issues
- Educational area near school is preferred
  - Hinders vandalism
  - Science courses can more easily pair with SCS
- Sprayground/Splash pad really popular in Utah

- Activity area near Rex will generate more traffic
- Concept A makes sense with active area separated from equestrian/passive area
- The shorter drives for parking leads to reduced cost
- Active area able to share utilities with school in future?
- Potential to share fields with school
  - Falcon school district probably not keen to share fields
- Quad fields give a better ballpark experience
- Could move equestrian parking to far north on Eastonville
  - People wouldn't have to mess with trailer maneuvering on Rex/busier road
- Dog park could be located more north, must horses are used to dogs around
- Fields in south has potential to share use with future school
- If active area in south, nearby residents could walk and take away from parking needs
- Is only 2 restroom facilities in entire park enough?
- Separate trail use opportunities is preferred
- Activity area near schools is discouraged, school activities/uses would take up parking for park uses
- Centrally located bathrooms is preferred
- Play zone should be pulled away from parking sufficiently
- How much space does the SCS need?
  - Could increase the active area and reduce the SCS and event area
- Fields should be located together
- Dog park and tennis courts could be located toward north of active area as a buffer to the equestrian uses
- Multiple access points to active area is preferred
- Priority is towards developing the active area first, will be used more and sooner and more fully than other areas
- Dog park could be located on west edge
- More spaces for equestrian parking would be needed
  - More pull through spaces, less parallel spaces

**Appendix D**  
**Public Meeting Summary Notes – January 28, 2015**

The third public community meetings was held on Wednesday, January 28, 2015, at the Meridian Ranch Recreational Center. Below is a copy of the public notice and meeting minutes.

**El Paso County News Release**  
200 S. Cascade Avenue  
Colorado Springs, CO 80903  
www.elpasoco.com



**Commissioners**  
Dennis Hisey, Chair      District 4  
Amy Lathen, Vice Chair      District 2  
Sallie Clark      District 3  
Darryl Glenn      District 1  
Peggy Littleton      District 5

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**For Immediate Release**

**Contact: Dave Rose**  
Public Information Officer  
Phone: 520-6540 Cell: 337-9239  
DaveRose@elpasoco.com

**Public Meeting for Falcon Regional Park Set for Jan. 28**  
**County Seeks Input on Master Plan**

**El Paso County, CO, Tuesday, Jan. 20** – El Paso County Parks is hosting a public meeting from 6 to 8 p.m. on Wednesday, January 28, 2015, to review the draft master plan for the development and future use of the 215-acre site that is Falcon Regional Park. The park is located west of Eastonville Road and north of Falcon High School. This is the third of three public meetings designed to engage citizens and other stakeholders in the master planning process. The Park Advisory Board and the Board of County Commissioners will review the plan at public hearings in February.

The January 28 meeting will be held at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, CO 80831. The agenda will include a summary of the three concept alternatives for the park presented at the January 7 meeting along with citizen input received, a presentation of the final plan for the park, and a recap of next steps. Attendees will be encouraged to share their observations on the master plan. Maps will be on display.

For more information about the Falcon Regional Park Master Plan, please contact either Tamara Baxter with NES, Inc. via email at [tbaxter@nescolorado.com](mailto:tbaxter@nescolorado.com) or by phone at (719) 884-1371 or Elaine Kleckner at the Community Services/Planning Division via email at [elainekleckner@elpasoco.com](mailto:elainekleckner@elpasoco.com) or by phone at (719) 520-6999.

To keep in touch with the master planning process for the Falcon Regional Park, go to:  
<http://adm.elpasoco.com/CommunityServices/planning/Pages/FalconRegionalParkPlanning.aspx>





## Falcon Regional Park Master Plan Meeting Summary Notes

Meeting Date: Wednesday, January 28, 2015

Location: Meridian Ranch Recreational Center

Attendees: Approximately 20 signed in

### Notification of meeting:

- El Paso County released a press release regarding the meeting to the media list they use for all NRs, including the New Falcon Herald, Black Forest News, Ranchland News, and the Gazette, Colorado Springs Indy, all four local TVs, Cheyenne and Woodmen Editions, KRDO and KVOR radios, Tri-Lakes Tribune and others. Also, posted on the County Website, Twitter and Facebook.
- N.E.S. Inc. sent email with copy of press release and information about the meeting to identified stakeholders and all attendees that signed in at the November public meeting.
- N.E.S. Inc. also emailed the press release to the editors of the New Falcon Herald, Black Forest News, Ranchland News, and the Falcon Lady (local blog).

Information and/or the press release was posted on the following websites: El Paso County Parks Facebook Page, El Paso County website, KRCC, Trails and Open Space Coalition, Black Forest Trails Association, High Plain Little League, The New Falcon Herald – January 2015 and FalconLady.org.

### Meeting Summary:

- Introductions were made by Elaine Kleckner.
- Elaine provide a recap of the process that brought us to tonight's meeting.
- Elaine introduces some key county parks employees.
- Elaine thank Tim Hunker for the use of the recreational center for the meetings.
- Ron Bevans with NES provide a PowerPoint for the meeting.
- Ron went over the meeting agenda.
- Ron summarize the 3 alternative concepts that were discussed at the January 7<sup>th</sup> public meeting. Ron also a brief recapped the January 7<sup>th</sup> meeting.
- Ron talked about the overall Master Plan program for the park. This include all active and passive uses at build-out of the Park.
- Ron discussed each program of the park in detail with enlargement so each area. The program areas include Trails and Open Space, the Active Area and the Educational component.
- The trails and open space program, which is located north of Rex Road will include open space, trails, parking for pedestrian, bike and equestrian and a 4 acre fenced dog park.
- The active area of the park will include baseball/softball fields, multipurpose fields, courts, restroom, 2 pavilions, playground, parking, site furnishings, and landscaping.

- The educational area at the south portion of the site along a drainage feature will include trails and a 45 acre area for the El Paso County Conservation District to provide educational programs for the citizen of El Paso County. The Districts anticipated programs include water/erosion, windbreaks, demonstration garden, livestock grazing area (mob grazing) to be used 2 days within a year, and a building.
- The meeting was opened up to Q/A.

Q: Where is the water coming from?

A: Dawson well located within the Park boundary. Long term water and sewer to the site will be provide when the Meridian Ranch development move closer to the Park boundary.

Q: Will the restroom be open year around or closed during the winter months like the other county parks.

A: Adam with the Parks Department indicated that they would unless there is heat in the building.

Q: Will the grants cover total cost of the park?

A: Practically and will be address with the Phasing discussion.

Q: Where will the 6' concrete trail be located?

A: It will round run around the Park boundary. Along the north end of the Park and along Eastonville Road. It will ultimately encompass the Meridian Ranch Development.

Q: Who will be providing power to the Park?

A: Mountain View

Q: Landscaping? What does this mean? Leveling the property? Trees?

A: Tress are not native to the area but will be incorporated in the areas around the active area to provide ascetics and shade.

Q: Why large Parking in the Active area. Parking lot entrances?

A: Working with El Paso County DOT regarding access points off Eastonville. Will address parking when the Phasing Plan is discussed.

Q: Trail crossing at Rex Road.

A: At grade crossing, stop condition adjacent to Eastonville Road. Other trail crossing at Rex Road may require traffic calming or signalization. There is a drainage near this trail location, my look at underpass. Long term analysis.

Q: Can Rex Road be move to go around the Park? Similar situation at Black Forest and portion of park is not used.

A: Location of Rex Road will likely remain since it's been part of the Meridian Ranch development plan since Sketch Plan.

Q: Consideration of vault toilets at the equestrian parking? This would help.

A: Great advice. Will consider.

Q: Will there be connectivity with regional trails?

A: Yes. Arroyo Regional trail to the north. Londonderry to the south and east to Rock Island Regional Trail.

Q: Who is responsible for the construction of Rex Road?

A: Meridian Ranch as development moves in the easterly direction.

- Ron went over the elements that would be included in Phase 1 of the Park and the costs associated with Phase 1.
- There still is a gap in revenue verse costs. Still fine tuning. The county currently has \$1,060,000. Not all monies have been secured.

Q: What is the lifespan of artificial turf? 10 year?

A: Artificial turf technology continues to change and the lifespan can be up to 30 years.

- Elaine thanked everyone for coming and helping with the master planning process.
- Elaine noted that final options will be posted on the County website.
- Elaine introduce Deanna Nordstrom the County Park's support liaison and fundraising coordinator, as well as Susan Davies with Trails and Open Space Coalition to discuss ways to stay in touch.
- Susan Davies discussed the Friends of El Paso County Parks. Some friends groups and their efforts include: Fox Run Park dog park, Cheyenne Canyon visitor center, Garden of the Gods brings in Rockie Mountain Field Institute for trail improvements, and Palmer Park fencing.
- Friend of El Paso County Parks is a group of citizens that come together for a park.
- The Trails and Open Space Coalition (TOSC) helps these groups organize and mentor them.
- Susan's noted that the Ute Valley group raised \$100,000 in one year. They were creative
- Black Forest Trails Association is another great resource in the County.
- Deanna Nordstrom indicated that the County has established a trust, called the Falcon Regional Park. Raised monies can be deposited into the trust for the Park. Tax exempt.
- Elaine thanked everyone for attending and providing feedback on the Master Plan and Phase 1 plan.



**Appendix E  
On-Line Survey Results**



**Falcon Regional Park Master Plan Survey**

**Demographics**

Please provide your zip code:			
	Counts	Percents	Percents
			0 100
North	28	3.9%	
South	6	0.8%	
East	669	92.1%	
West	23	3.2%	
Totals	726	100.0%	

Age Group of Respondent

Please select your age group:			
	Counts	Percents	Percents
			0 100
18 years and younger	15		
18-24 years old	17		
25-34 years old	159		
35-44 years old	278		
45-54 years old	153		
55-64 years old	70		
65 and older	41		
Totals	733		

2	22.1%	21
Totals	100.0%	95
25-34 Years Old-Number in household		
1	43.0%	89
2	57.0%	118
Totals	100.0%	207
35-44 Years Old-Number in household		
1	42.2%	146
2	57.5%	199
4	0.3%	1
Totals	100.0%	346
45-54 Years Old-Number in household		
1	49.3%	104
2	50.7%	107
Totals	100.0%	211
55-64 Years Old-Number in household		
0	22.1%	29
1	42.0%	55
2	35.9%	47
Totals	100.0%	131
65 and Older-Number in household		
1	53.3%	40
2	46.7%	35
Totals	100.0%	75

County Open Space, Parks, Trails, Centers, Areas, and Uses

Agreement Level for New Facilities

2014 Agreement New Facilities Falcon	Completely Agree	Partially Agree	Neutral	Partially Disagree	Completely Disagree	Not Applicable	Totals	Mean	Mean	
									1	5
Restrooms	614.0 92.2%	31.0 4.7%	16.0 2.4%	3.0 0.5%	1.0 0.2%	1.0 0.2%	666.0 100.0%	4.89		
Park Furnishings (benches, trash cans, BBQ grills, drinking fountains)	525.0 80.8%	92.0 14.2%	25.0 3.8%	2.0 0.3%	2.0 0.3%	4.0 0.6%	650.0 100.0%	4.76		
Playgrounds	525.0 80.2%	81.0 12.4%	33.0 5.0%	6.0 0.9%	5.0 0.8%	5.0 0.8%	655.0 100.0%	4.72		
Picnic Tables (individual or groups)	487.0 75.4%	114.0 17.6%	32.0 5.0%	5.0 0.8%	5.0 0.8%	3.0 0.5%	646.0 100.0%	4.67		
Pavilions	461.0 71.5%	123.0 19.1%	51.0 7.9%	5.0 0.8%	3.0 0.5%	2.0 0.3%	645.0 100.0%	4.61		
Trail System (not paved for hiking varied terrain)	450.0 70.0%	99.0 15.4%	73.0 11.4%	9.0 1.4%	9.0 1.4%	3.0 0.5%	643.0 100.0%	4.52		
Open Space / Natural Areas	424.0 66.4%	122.0 19.1%	75.0 11.7%	9.0 1.4%	7.0 1.1%	2.0 0.3%	639.0 100.0%	4.49		
Cultural Events (concerts, art fairs, festivals, etc.)	406.0 63.4%	136.0 21.3%	68.0 10.6%	12.0 1.9%	13.0 2.0%	5.0 0.8%	640.0 100.0%	4.43		
Cycling / Mountain Biking Trails	404.0 62.5%	146.0 22.6%	68.0 10.5%	13.0 2.0%	13.0 2.0%	2.0 0.3%	646.0 100.0%	4.42		
Multi-Use Fields (soccer, lacrosse)	394.0 61.5%	134.0 20.9%	78.0 12.2%	11.0 1.7%	16.0 2.5%	8.0 1.2%	641.0 100.0%	4.39		
Baseball field	331.0 53.5%	115.0 18.6%	121.0 19.5%	22.0 3.6%	21.0 3.4%	9.0 1.5%	619.0 100.0%	4.17		
Basketball courts	321.0 51.0%	132.0 21.0%	112.0 17.8%	22.0 3.5%	33.0 5.2%	10.0 1.6%	630.0 100.0%	4.11		
Trail System (paved walking)	306.0 49.4%	144.0 23.2%	101.0 16.3%	30.0 4.8%	28.0 4.5%	11.0 1.8%	620.0 100.0%	4.10		
Nature Education Programs For All Ages	272.0 44.7%	141.0 23.2%	145.0 23.8%	29.0 4.8%	15.0 2.5%	7.0 1.1%	609.0 100.0%	4.04		
Zero-depth Water Spray Areas	291.0 46.9%	105.0 16.9%	158.0 25.5%	18.0 2.9%	35.0 5.6%	13.0 2.1%	620.0 100.0%	3.99		
Dog Park	285.0 44.7%	155.0 24.3%	113.0 17.7%	36.0 5.7%	45.0 7.1%	3.0 0.5%	637.0 100.0%	3.94		
Wildlife Viewing Areas	251.0 40.9%	128.0 20.8%	168.0 27.4%	19.0 3.1%	35.0 5.7%	13.0 2.1%	614.0 100.0%	3.90		
Tennis Courts	229.0 37.0%	158.0 25.5%	145.0 23.4%	30.0 4.8%	44.0 7.1%	13.0 2.1%	619.0 100.0%	3.82		
Community Garden	214.0 34.8%	138.0 22.4%	171.0 27.8%	36.0 5.9%	49.0 8.0%	7.0 1.1%	615.0 100.0%	3.71		
Sports Complex	230.0 37.5%	112.0 18.3%	159.0 25.9%	41.0 6.7%	59.0 9.6%	12.0 2.0%	613.0 100.0%	3.69		
Volleyball Court	176.0 29.2%	149.0 24.8%	188.0 31.2%	35.0 5.8%	40.0 6.6%	14.0 2.3%	602.0 100.0%	3.66		

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Falcon Regional Park Master Plan Survey

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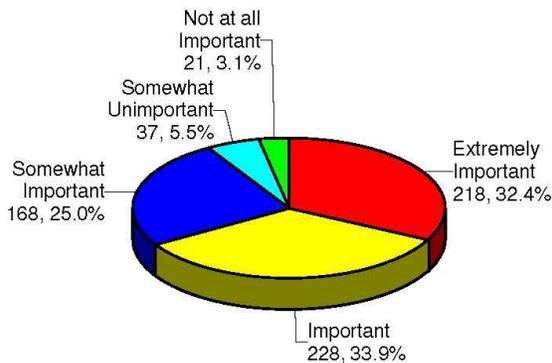
- Outdoor water spray area and baby "bucket swings" would be great. There is only rec center swimming in the area and that really limits those who are not able to use them.
- Ice arena,
- Youth Motorcycle trails
- something to commemorate the covered wagons and the Native Americans.
- How about a nice lake to fish in , there are not any good fishing places in this area !!
- Racquetball courts
- BMX biking area
- Falcon is really in need of a sports complex for our youth who play football and baseball. This area is growing so fast and what they are using now is sad
- Hunting
- Splash pad
- Trails open for off-leash dog walking.
- Racquetball courts
- A stocked lack for fishing just like Homestead Regional Park
- Running Track
- Water Splash Pad
- Zero-depth Water Spray Areas - I take that to be a splash pad? Wording is confusing to the average person.
- Splash pad, pool, shooting range, zipline, ropes course
- Bouldering/climbing wall.
- Seating along trails
- Zero entry lap swim Rough terrain trail running routes Paved cycling trails along running route Triathlon training facilities (bike to run to swim transition areas)
- Would love a water spray ground for our kids!!
- Balloon Festival
- Pond for fishing
- Shady areas
- equestrian "gymkhana" equipment obstacle course including shallow water crossings and different gates to open and close
- A splash pad would be wonderful!
- A pond to fish
- Splash park and play grounds!!
- Splash Pad...PLEASE!
- Community theater in the park
- Would really like to see a skateboard park there are not nearly enough activities for kids to do in the falcon area.
- Running trails!!!!!!!
- A wall at the tennis court for practicing returns by yourself
- Tennis courts for sure because that's the only sport I play and I'm on the varsity tennis team :)
- Handball court, Football stadium for local youth teams.
- Equestrian facilities... Arena, round pen, trails
- Skateboarding parks bring a rough element I don't want my children near.
- Super awesome fantastic fort type playground!!! Maybe like the elementary school in woodland park.
- Shooting range (firearms), a lake with fish in it.
- Area for outdoor ice rink.
- SPLASH PAD
- Would love love a splash park!!!
- A man made lake/pool for swimming, and a water trampoline or dock with slide.
- Softball field
- Fishing pond
- outdoor tai chi classes
- Football fields for Falcon Youth Sports
- Equestrian obstacle course
- I would like it to be connected to the trail system that is in meridian ranch
- Hiking trails
- We need baseball fields!
- N/a
- N/a
- Bicycle trails
- I love the dirt bike hills at the park just north of Fillmore between I-25 and Nevada. Also, that side of town has the most amazing bike trail system. You can bike all day and not cover all the ground available that is linked together. On this side of town we have almost nothing. The little trail next to I-24 but it isn't paved and it doesn't link into anything else. How about more trails here and some East West trails so we can get from here to there safely and take advantage of all the wonderful trails without having to load up all the bikes in the car?
- Annual fireworks show
- Concentration on activities for young people and older people.
- Racquetball more than tennis
- Please consider the lack of water out here in any decisions. No bluegrass fields.
- A pool would be amazing. Great swim teams, water aerobics.
- Softball fields

- Cross-country ski course, Ice Skating rink (winter months)
- Horse trailer parking
- I think this park is great and I really hope you don't pave the trails. Running is so much better on dirt. Thanks
- A set up like Fox Run National Park would be ideal. Lots of unpaved trails for biking/hiking/running. Then open fields for multi-use events.
- Try to think about all age groups and how they might interact. With the many great days of sun, the providing of sun shade is most important to relieve one of the heat.
- Firearms range
- A comment to consider, there are a fairly large number of parks with playgrounds in the area, so we don't really need one here. Also, I am not opposed to having some space dedicated to single use sports (i.e. baseball, basketball, horseshoes, pickle ball, etc.), but this kind of usage is design limited, there are other options nearby, and offer entertainment to small numbers of people.
- You've covered all of my concerns (and then some)... Thanks for allowing us to provide input in this matter.
- Man-made lake
- Playgrounds are a definite! As well as pavilions and picnic tables and restrooms.
- small water body, lake
- Swimming pool with lanes for competitive practice/meets
- Fishing pond
- Fishing pond or small lake...for water fowl too.
- Tennis courts
- Would LOVE a big dog park!
- Racquetball courts
- Homestead Regional Park Amenities - Fishing, Hiking, Biking
- It would be neat to have a drive in theater out this way.
- Swings, teeter-totter, slides, etc. for children center activity.
- I would love to see a Challenge Hill / mini-incline like at the new Philip S. Miller Park in Douglas County.
- the ones for educational programs cultural, fairs, festivals should be planned at the county fair grounds to use that facility.
- We need a separate Equestrian Trail!! Keep nature in mind, keep it a natural area. NO MOTORIZED VEHICLES!
- outdoor pool. There are pools in this part of the area.
- Plenty of "No Dumping" signs.
- The park is badly in need of infrastructure. More parking, updated irrigation and equipment to maintain the park.
- skiing x-country
- Covered pavilions with grills and picnic tables for private parties. Implement a reservation system and charge a nominal fee for 4/8 hour rental.
- Some multi trail use and some trails designated only to foot/horse traffic. Example: trails only for biking/hiking and some with multiple purpose. Some trails paved for wheelchair use.
- Tennis courts, trails a must. Please no splash park. They are environmentally a bad idea and expensive.
- There are hundreds of families that play baseball/softball in Falcon. It is very challenging working around D49 schedules for use of fields. It would be great to add 2-3 fields that supported 46' & 50' pitching and 60' & 65' & 70' base paths. Another 1-2 fields that supported 54' & 60'6" pitching and 80' & 90' base paths. You can go to any park to play soccer/lacrosse, but finding available baseball fields that don't cost money is near impossible.
- Fishing lake/pond as part of the wildlife area, emphasis on catch and release
- Motorcycle safety course
- Train theme

### Importance of Park Features

Park Feature Importance	Extremely Important	Important	Somewhat Important	Somewhat Unimportant	Not at all Important	Totals	Mean	Mean	
								1	5
Park Facilities (restroom, kiosks, etc.)	507.0 75.9%	112.0 16.8%	39.0 5.8%	9.0 1.3%	1.0 0.1%	668.0 100.0%	4.67		
Walking / Hiking trails	444.0 68.2%	148.0 22.7%	46.0 7.1%	6.0 0.9%	7.0 1.1%	651.0 100.0%	4.56		
Benches / Sitting areas / Pavilions	410.0 62.5%	169.0 25.8%	66.0 10.1%	7.0 1.1%	4.0 0.6%	656.0 100.0%	4.48		
Biking Trails	315.0 48.1%	165.0 25.2%	119.0 18.2%	33.0 5.0%	23.0 3.5%	655.0 100.0%	4.09		
Park Activities / Events	255.0 39.5%	206.0 31.9%	136.0 21.1%	31.0 4.8%	18.0 2.8%	646.0 100.0%	4.00		
Sports Fields	293.0 44.8%	163.0 24.9%	125.0 19.1%	38.0 5.8%	35.0 5.4%	654.0 100.0%	3.98		
Soil Conservation	168.0 26.4%	197.0 30.9%	171.0 26.8%	61.0 9.6%	40.0 6.3%	637.0 100.0%	3.62		
Viewpoints Nature Watching Opportunities	158.0 25.0%	166.0 26.3%	188.0 29.7%	73.0 11.6%	47.0 7.4%	632.0 100.0%	3.50		
Educational Programs	152.0 23.6%	169.0 26.2%	209.0 32.4%	63.0 9.8%	52.0 8.1%	645.0 100.0%	3.47		

### Importance of Maintenance



When thinking of park and trail maintenance, how important are water conservation and xeriscape practices to you and your household?

Please provide any additional comments or suggestions you would like us to be aware of in the planning of the Falcon Regional Park.

- Adequate parking for both trailers and vehicles
- If Equestrians will be allowed, then there should be a separate parking area just for horse trailers.

December 15, 2014

Falcon Regional Park Master Plan Survey

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- Build a Skateboard Park me and my son would use it every day. If you do decide to build a skate park please have a meeting to get skater input on what to build and who to use to build it I've seen enough bad unused skate parks in my lifetime. Equestrian trails would be nice too.
- Water park with slides and lazy river. maybe a man made pond to fish?
- Please provide enough parking so little children are not getting out of cars along the road like they are in the other parks in our neighborhood.
- A splash pad would be AMAZING!!!
- I love the ideas, but please be realistic about the amount of maintenance and the budget you set for it. We have lots of wind, harsh weather, poor soil, and inconsistent rain. I love a giant grass field, but if it's only going to be green 6 weeks a year, and hard packed clay the rest of the year, it's not worth the effort (and money). The only thing worse than no park would be a park nobody wants to go to because it's in poor upkeep or has facilities that have fallen into disrepair.
- Please do not delay
- Please keep it classy and kid friendly
- The Community Garden was only mentioned one time; but I would love to be a part of that. I volunteer for working on it.
- Artificial grass sports fields for youth sports
- This would be so amazing to have right here! Let's get started ;)
- In serious need of baseball and football fields
- Code effectiveness and low maintenance
- N/a
- Make it super Family Friendly
- N/a
- Dogs MUST be on leashes! Strictly enforced with fines if not followed
- My husband would like a football field.
- PLEASE put in a dog park!! We need one SO much!
- I have a degree in Outdoor Recreation/Natural Resource Management, and some experience with the park planning process, and would like to be involved in this project.
- Please limit the access by dogs and horse. They make a mess of the trails.
- Meridian Ranch and Woodman Hills have rec centers that serve their community but the general public that is not in those subdivisions don't have access to them. It would be great to have something in our community that served the whole community.
- Grass either natural or cosmetic kept mowed all over the Falcon/ Meridian ranch area. The litter control on meridian RD. is disgustingly lax. Hopefully that attitude won't transfer to a nice regional park area. What's up with the meridian road quality of care in regards to litter control and grass control.
- It would be nice to have tennis courts and a skateboard park in our area since the only ones available are on the other side of town.
- Would very much like to have a sports complex for local kids to play baseball and softball along with grown-ups through spring-summer-fall.
- trails that lead to high school from housing would be great
- Pavilions and bathrooms are a must! Water conservation is so important, so limiting the extra uses for water need to be considered. Baseball and soccer fields are grass required. No additional watering items like a community garden (people can plant their own, not to mention upkeep issues). A public water play area would be excellent in the couple hot months we have.  
So excited for this park!
- On the list of what is important to me, you left off equestrian trails! People in this area don't just bike and walk
- Splash pad and tennis courts would be a blessing out here- since there are none anywhere near us
- Improved roads for park access.
- A splash pad would be great and well used in this area.
- We have a diverse community it's nice to be able to provide something for everyone.
- test
- Please consider the importance of the natural wild life in this area
- Wildlife viewing in Falcon? After living here for almost 20 years how would the county provide a better viewing of what I see in my own backyard. Is it going to have a rabbit viewing...ha ha. Anyways, spend the money on outdoor activities and things to interact with family with, picnics, bbq grills, open fields for soccer, frisbee etc.
- Please look at other parks around the Colorado Springs area, especially the ones that have been around for a while. I believe tennis courts, volleyball pist, and basketball courts tend to rundown and get utilized rarely after the "new" has worn off. Open spaces and trails along with picnic and event areas will attract people for years. I believe a good example would be the park in north Colorado Springs near Flying Horse.
- Very excited to hear about a Falcon park being developed. Looking forward to what it adds to our community. Thanks!
- Thank you for doing this and looking for community input. It will be very nice to have something close to home.
- My family has 5 generations invested in Falcon. Please, remember the history of Falcon and those of us who have been here and have valued this place as a one of a kind small town and our forever home.
- Lacrosse will be expanding into D49 soon adding pressure to an already short supply of fields. Artificial turf fields would be welcome and reduce the need for water and maintenance.
- Good meeting at MR Rec Center. I feel it is extremely important to consider keep any horse trail access and usage as far away from other activities as possible. Stepping in horse droppings on my way to the hiking trails/tennis courts/baseball/or soccer field would be gross and unacceptable. Where I live I sometimes have to drive through the droppings to get into my driveway. Disgusting.

December 15, 2014

Falcon Regional Park Master Plan Survey

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- It should be a day time use park only. There should be no artificial lighting. Noisy activities should be all together in one area to minimize noise/impact on neighbors and wildlife. No motorized vehicles, drones, alcohol, marijuana, or guns should be allowed. Law enforcement should be prepared for regularly checking the park for illegal activities.
- Equestrian area, restrooms and places to fellowship with community are of utmost importance
- Need for artificial turf fields lined for lacrosse. Need for grass fields. Restrooms with flushing toilets. Drinking water. Large parking areas to accommodate tournaments and multiple games
- Similar to Fox run...more nature, less grass, but enough to allow for fields for sports
- Meridian ranch has promised a indoor swimming pool for 7 years we bought here for the indoor pool we pay monthly to support one! The area Needs a Indoor Pool for water exercise for all ages, seniors can do so much more exercise in water.
- I am a disc golf promoter and have installed 3 disc golf courses around Falcon. We can only get 9 hole courses designed due to lack of land. We have been searching many years for a location to develop a championship course like the ones Denver has.
- Would like to see an unpaved horse trailer parking lot and non motorized, multi-use trails. Thank you!
- Help Falcon High School establish lacrosse for their students.
- Large parking to accommodate large events and sporting tournaments.
- Make sure you have the funding and staff for maintenance.
- this is a horse area, add the horse obstacle course
- Accessible parking spots, good signage and working/flushing toilets with water and hand washing area.
- Disc Golf provides an efficient use of space with minimal maintenance and almost zero water consumption.
- Lots of mature trees for shade. Baggie stands so people with pets will be more likely to clean up after them. Water feature (pond with fountain) would be nice.
- Don't release this survey, get a majority vote on doing it, then never do it like every other offer on any park or facility ever in Falcon.
- The only concern I myself would have that was not mentioned is that a lot of the plains properties can have a dangerous amount of cactus, so signage and trail maintenance would be extremely important for the public to avoid such injuries.
- Lacrosse lined fields
- Considering the high volume of horse owners in the Falcon and Peyton areas, it would be nice to have equestrian trails and offerings at the park.
- A park in Falcon would be great for the community
- I think it needs to be more about enjoying nature and using it kindly...Smaller group activities/games, sit on a blanket type picnics, outdoor family fun...Hiking, walking, and riding. There are plenty of sports fields and other parks that cater to those who want to engage in baseball, football, volleyball, etc...Those kind of facilities would take up a lot of space, require more maintenance and detract from the area's natural beauty.
- If you have multiple lacrosse fields, tournaments can be held there and that would bring revenue into the area. Motels, food businesses, convenient stores and other businesses would then benefit from the monies spent during these over night stays and purchases.
- Please build it soon!
- We feel there are enough sports facilities available through the schools and rec centers that the park should be dedicated to nature and covered with concrete and sports facilities.
- We need a splash pad.
- El Paso county is severely lacking in disc golfing facilities compared to metro areas our size or even smaller communities.
- Add a water feature, and keep night time light pollution to a minimum.
- nature center
- My family has to drive 25 minutes each way to find tennis courts. Falcon High School locks their tennis courts to the public. Having tennis courts here in Falcon is very important to me and my family, in addition to HS players.
- separation of activity areas, good planning for landscaping.
- Please make sure that Lacrosse fields are included!
- Running trails that are safe for women. Horse riding trails that are not necessarily close to bike trails. Trailer parking is always appreciated.
- Since this will be a big selling point for the community can we expect the developer to help with road improvements to the park.
- This is a excellent opportunity. I hope that many multi-use trails (hiking/biking/dog walking/etc) are the main concept.
- SAFETY (as much as possible)
- I would love to see hiking/biking trails and open spaces for dogs.
- Dirt trails can be multiuse for mountain bikes and hikers. I think a 'no horses' policy is fair since there are so many other options in the region with horse trails already.
- I have no additional comments at this time... Thanks for the opportunity to make comments.
- There are no tennis courts in Falcon except at the high school, and those are locked.
- Since taxpayers are funding its construction there should be no fees for local tax payers to use it
- A fishing pond would be great.
- Trail maps, fire pits and BBQ pits near picnic tables, shade trees in public use areas, artificial grass in use areas, dumpsters for trash at entry points to park instead of trash cans all over the park. Water ponds around the park. Model aircraft remote control area for enthusiast.
- Please plant trees so wildlife can have a home and it seems more like a park
- I would like to see this park join seamlessly or incorporate the open space areas that it adjoins with in Meridian Ranch. Possibly incorporate the retention pond that is currently located just south west of the Regional Park into a fishing pond and playground.

- Mix fast growing trees and slow. Adding shade/wind breaks is important and waiting for evergreens to grow up to the point of being effective on their own will take a LONG time. Plan quick growing trees such as the Plains CottonWood that grow large and can survive a lot of wind and grow fast.

Add medium/slow growing trees as well but don't forget about fast growing trees.

Also, Xeroscaping should take up most of the landscaping but still having grass is good for picnics etc...

- Could the park eventually be linked to the trail along Meridan road and south to the Rock Island trail out towards Peyton?
- Security is important... Well-lit, fencing, etc.
- This needs to be low maintenance, meaning we should not over develop this and then have a lot of costs associated with upkeep of the property. The design needs to compliment the reality of living on the plains. If the walking and biking trails are to be shared then they need to be wide enough for both parties to use the trail.
- It would be nice if it was more like an open space/wildlife trail, with no night time lights.
- We have met a large number of families from the Falcon area that are involved in various youth hockey programs; an outdoor inline rink within our area would be highly utilized.
- Artificial turf for any large area would be a great investment and save a ton of water & money in the long run.
- I would love to see our country provide more hiking opportunities that are away from the mountains but are more than just city trails - so like the Paint Mines trail system, etc.
- do not infringe on activities that could be taken to the fair grounds for use of the fair facility
- Open space and wildlife viewing areas are one of the most important features to me when visiting parks. Please keep the wonderful varieties of wildlife in mind when planning this public park.
- Build a separate Equestrian Trail. Keep it as natural as possible.
- a fishing pond for kids
- None
- There are so many recommendations for new facilities. There will need to be more equipment and staff to maintain these new items. Especially equipment and infrastructure.
- It would be wonderful to have a park like Bear Creek Park for the Falcon area. If money is no object that's what to shoot for.
- Recycling bins, People will use them! Parking area for food truck vendors. Veterans area - wall / plaque - You have a great view of Pikes Peak-plaque of how the song: America the Beautiful was written. The park is surrounded by historical cultural not only of pioneers but of Native Americans-provide an area of education on that subject.
- NA
- We would love to see basketball and tennis courts in addition to trails and open space. Please no water park.
- I love this idea. I would also like to be part of it on the data side of things, or the sports complex / facilities. We can provide wifi coverage, phones, data, emergency phones, cabling, audio etc...
- Safe designated access/right of way between local housing developments and the park
- I would like to see something along the lines of the Bear Creek park and with a series fishing ponds like the Kettle ponds on the AF Academy
- Work with the state department to get highway 24 in better shape to service the park.
- Sports fields are water use intensive so xeriscaping other areas would be important.
- Please keep this a country park not a city park. Meaning more natural no expensive athletic fields. Play grounds are not even that important kids can run and play in nature. Love to take the grandkids on walks and exploring.
- horseback riding trails very important
- Falcon use to be a train water depot. It would be nice if we kept a train theme within the park.



Appendix F

U.S. Fish and Wildlife Service Letter pertaining to Preble's meadow jumping mouse



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Ecological Services  
735 Park Street, Suite 361  
Lakewood, Colorado 80215



JUL 8 1999

REC'D: T&E/FMIM/Barvo  
Mail Stop 6512

Alison Deans  
MDG, Incorporated  
820 Santa Fe Drive  
Denver, Colorado 80204

Dear Ms. Deans :

Based on the authority conferred to the U.S. Fish and Wildlife Service (Service) by the Endangered Species Act of 1973 (ESA), as amended (16 U.S.C. 1531 *et seq.*), the Service reviewed the Preble's meadow jumping mouse, *Zapus hudsonius preblei*, (Preble's) survey report submitted with your letter of May 17, 1999. This report regards the GTE Property in El Paso County, Colorado (Sections 19, 20, 21, 28, 29, and 30, Township 12 South, Range 64 West). The project, as proposed, may disturb wetlands and/or other riparian habitats.

Given your compliance with the Preble's survey guidelines, the Service finds the report acceptable and agrees that Preble's habitat is not present within the subject area. Thus, the Service concludes that development or other actions on this site should not directly affect the continued existence of Preble's. Should Preble's populations exist downstream from the site, actions on the site that result in significant modification of Preble's habitat downstream (for example, through alteration of existing flow regimes, or sedimentation) may be subject to provisions of the ESA.

If the Service can be of further assistance, please contact Peter Plage of my staff at (303) 275-2370.

Sincerely

For LeRoy W. Carlson  
Colorado Field Supervisor

cc: U.S. Army COE, Pueblo, CO  
Reading file  
Project file  
Plage

Reference: Peter/FMIM/1999.149



**Appendix G**

**Resolution No. 14-313: To Approve a Development and Park Lands Agreement Between El Paso County and GTL Development, Inc./ Meridian Service Metropolitan District; and Development and Park Lands Agreement**

Boce



RESOLUTION NO. 14-313

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

RESOLUTION TO APPROVE A DEVELOPMENT AND PARK LANDS AGREEMENT BETWEEN  
EL PASO COUNTY AND GTL DEVELOPMENT, INC. / MERIDIAN SERVICE METROPOLITAN  
DISTRICT

**WHEREAS**, pursuant to §§30-11-101(1)(c)-(d), 30-11-102, 30-11-103, and 30-11-107(1)(a) C.R.S., the Board of County Commissioners of El Paso County, Colorado (hereinafter "BOCC") has the legislative authority to purchase and hold real and personal property for the use of the County when deemed by the Board to be in the best interests of the County; and

**WHEREAS**, the County Strategic Plan and County Park Master Plan includes the development of a Falcon Regional Park to service the rapidly growing Falcon area; and

**WHEREAS**, El Paso County and GTL Development, Inc (Developer) have created a Development and Park Lands Agreement to convey approximately 215 acres in the northeast corner of Meridian Ranch for the development of Falcon Regional Park; and

**WHEREAS**, the proposed site has the following benefits: (1) located in the vicinity of the existing Falcon High School and proposed Falcon Elementary / Middle School which will allow for the potential shared use of facilities and convenient access for students (2) Eastonville Road provides the primary access to the site and the road is planned for upgrades in the County's transportation improvement plan (3) the area surrounding the site is slated for additional growth including the continued expansion of Meridian Ranch and the development of 4-Way Ranch; and

**WHEREAS**, the estimated fee reimbursements and credits for the Developer is estimated at \$701,720 which equates to \$3,264 per acre; and

**WHEREAS**, Quantum Commercial Group, the County's real estate consultant, completed a Broker Opinion of Value for the subject property and has provided an estimated value of \$8,000 to \$15,000 per acre contingent upon the proposed use; and

**WHEREAS**, the Developer has agreed to provide sufficient water supply for El Paso County to operate the park; and

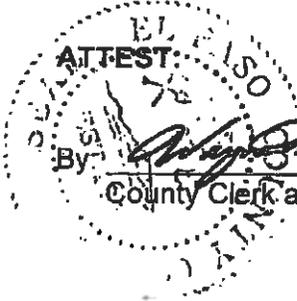
**WHEREAS**, the Park Advisory Board endorsed the Development and Park Lands Agreement on April 9, 2014.

**NOW THEREFORE, BE IT RESOLVED** the Board of County Commissioners hereby approves the Development and Park Lands Agreement, subject to the terms and conditions cited therein.

**BE IT FURTHER RESOLVED** that Dennis Hisey, Chair of the Board of County Commissioners, or Amy Lathen, Vice Chair of the Board of County Commissioners, is hereby

authorized on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

DONE THIS 19 day of August, 2014, at Colorado Springs, Colorado.



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

By: *Dennis Hisey*  
Dennis Hisey, Chair

DEVELOPMENT AND PARK LANDS AGREEMENT  
MERIDIAN RANCH

THIS DEVELOPMENT AND PARK LANDS AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by El Paso County by and through the **BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO** ("County"), whose address is 200 S. Cascade, Colorado Springs, CO 80903, **GTL, INC., DBA GTL DEVELOPMENT, INC.** ("GTL"), a California corporation, whose address is 3575 Kenyon Street, Suite 200, San Diego, CA 92110, and **MERIDIAN SERVICE METROPOLITAN DISTRICT** ("MSMD"), whose address is in care of Community Resource Services of Colorado, LLC, 7995 E. Prentice Ave., Suite 103E, Greenwood Village, CO 80111. The County, GTL and MSMD may be referred to individually as a "Party," and/or collectively as the "Parties."

RECITALS

WHEREAS, GTL is the owner and/or developer of approximately 2,560 acres of real property located in El Paso County, Colorado, depicted on Exhibit A, attached hereto and incorporated herein by this reference, which property is commonly known as Meridian Ranch ("Meridian Ranch" or the "Property"); and

WHEREAS, MSMD is an established quasi-municipal corporation and political subdivision of the State of Colorado formed pursuant to Title 32, Colorado Revised Statutes and is a special district which furnishes various municipal services to Meridian Ranch; and

WHEREAS, the County has proposed and GTL has agreed to allow for an approximately 215-acre regional park within Meridian Ranch as described in Exhibit B and depicted in Exhibit C, both attached hereto and incorporated herein by this reference (the "Regional Park Property"); and

WHEREAS, for good and valuable consideration and pursuant to the terms and conditions of this Agreement, GTL desires to convey the Regional Park Property to the County and for the County to construct and maintain open space, trails and other park improvements on the Regional Park Property (the "Park Land Conveyance"); and

WHEREAS, for good and valuable consideration and pursuant to the terms and conditions of this Agreement, MSMD desires to make available to the County, but not dedicate to the County, certain water and wastewater services as set forth herein; and

WHEREAS, the Parties desire to set forth the terms and conditions of the Park Land Conveyance, including but not limited to the County's obligation to allow for easements for the location of roadways, utilities, and other improvements as depicted on Exhibit C and agreement to waive regional park fees that are or may be owed by GTL; and

WHEREAS, the Parties recognize that the Park Land Conveyance exceeds the statutory and local park land dedication requirements for Meridian Ranch.

## AGREEMENT

NOW THEREFORE, based on the Recitals stated above which are incorporated herein, the mutual covenants set forth herein and other good and valuable consideration, as set forth below, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. No Assurance of County Approvals. GTL and MSMD understand and agree that by executing this Agreement, there is no assurance that the County will execute the same. GTL and MSMD, for themselves and for their successors and assigns, understand and agree that (i) this Agreement does not assure GTL or its successors and assigns that the County will approve future zoning applications and/or preliminary plans or final plats for Meridian Ranch, and (ii) no representations or promises are made or implied herein by the County, except for those rights that are specifically identified in this Agreement.

2. Controlling Regulations for Land Use Approvals. GTL and its successors and assigns agree that all land use approvals for subdivisions within Meridian Ranch shall be in accordance with the El Paso County Land Development Code, applicable County Master Plan(s), applicable development fees, applicable requirements for on-site and off-site public improvements, all in effect at the time review and approval is sought for the various filings within Meridian Ranch, with the exception that all regional park fees that would otherwise be assessed by the County during the review process shall be met with this Agreement as identified in Paragraph 12 herein. Notwithstanding the foregoing, the County and GTL agree that GTL may, as part of their normal subdivision submittal process, seek approval of certain yet unknown design deviations with each future new filing within Meridian Ranch, which will be addressed in the Preliminary Plan process.

3. Crossing at Rex Road and Open Space Trail Connections. If so requested by the County, GTL shall construct an at-grade trail crossing across Rex Road at its own expense. If the County requires a signal for such at-grade crossing, the County shall be responsible for the cost thereof and shall reimburse GTL for the full signal cost if GTL installs the signal. If the County requires an above or below grade trail crossing at Rex Road (the "Crossing"), neither GTL nor its successors or assigns will be required to pay for the cost of the Crossing. It will be the County's responsibility to construct and pay for the Crossing. If GTL constructs the Crossing at the County's request, the County agrees to reimburse GTL or its successors and assigns for all costs of design, engineering and construction of the Crossing. If GTL constructs the Crossing at the County's request and does so in compliance with all applicable County standards and specifications, and if the County preliminarily accepts (as defined below) the ownership and maintenance of such Crossing, the County shall not require GTL, or its successors or assigns, to modify the Crossing as a condition of final plat approvals on Meridian Ranch. As used in this Agreement, "Preliminary Acceptance," "Preliminarily Accepts" or similar capitalized terms shall mean that the Crossing will have been completed by GTL and accepted for ownership and maintenance by the County. If there is a dispute between County staff and GTL as to whether the Crossing is "completed," or whether additional public improvements are required, the Director of the Development Services Department or equivalent position shall make

the decision as an administrative determination, which determination may be appealed to the County pursuant to Section 2.2.1 (H) of the El Paso County Land Development Code.

As part of the Meridian Ranch Zoning and Conceptual Plan conditions, a minimum six foot (6') wide concrete pedestrian trail (the "Pedestrian Trail") and an equestrian/multi-use trail (the "Multi-Use Trail") are required to be installed along the northern and eastern boundaries of Meridian Ranch. The location of the Pedestrian Trail and the Multi-Use Trail are conceptually shown on Exhibit A. It will be GTL's responsibility to construct and pay for the Pedestrian Trail within the Regional Park Property pursuant to plans and specifications approved by the County. It will be the County's responsibility to construct and pay for the Multi-Use Trail within the Regional Park Property. If GTL constructs the Multi-Use Trail at the County's request, it will do so pursuant to plans and specifications approved by the County, and the County agrees to reimburse GTL, or its successors and assigns, for all costs of design, engineering and construction. The County shall be responsible to maintain and repair both the Pedestrian Trail located within the Regional Park Property and the Multi-Use Trail. The locations and timing of the installation of all or portions of the Pedestrian Trail and Multi-Use Trail will be mutually agreed to by both Parties.

4. Water and Sanitary Sewer Service. Section 8.5.2 (C)(2) of the El Paso County Land Development Code requires that "any land to be dedicated as a requirement of this section [Parks] shall include the real property together with all tributary and non-tributary water rights owned by the developer as a consequence of ownership of the dedicated property, water rights underlying the property, well rights, ditches and ditch rights appurtenant to the property, mineral rights and all improvements thereon." Due to existing State decrees, determinations, and appropriations to serve Meridian Ranch, the County acknowledges that neither GTL nor MSMD is able to dedicate water rights as described above. In lieu of this dedication requirement, the County, GTL and MSMD, for themselves and for their successors and assigns, hereby agree:

- a. MSMD shall provide potable and/or non-potable water and service in perpetuity for a combined amount not to exceed twenty-five (25) acre-feet annually and not to exceed five (5) acre-feet in any one month period to the County for use within the Regional Park Property. Should the County exceed the twenty-five (25) acre-feet annual cap, or the five (5) acre-feet monthly cap, then any excess water above the cap that MSMD may agree to supply to the County, in MSMD's sole discretion, shall be at the then applicable bulk rate charged by MSMD. "Annually" shall mean the period of January 1 – December 31. GTL shall install a potable water main line to a yet unknown location either within the Regional Park Property or on the western boundary of the Regional Park Property for the County's use (the "Potable Water Main"). The timing and location of the Potable Water Main will depend on the continued development process of Meridian Ranch and shall not occur until financially feasible, in GTL's sole discretion. MSMD shall own and maintain the Potable Water Main.
- b. MSMD shall make available to the County potable or non-potable water and service in perpetuity per all MSMD rules and regulations for up to one six-inch tap water service, or equivalent, for that water described in Paragraph 4(a) which is to be used

only for landscape irrigation purposes within the Regional Park Property ("Landscape Irrigation Water"). MSMD shall not charge the County tap fees for the use of the Landscape Irrigation Water; however, the County shall be responsible for the cost of connecting to the Potable Water Main and installing water pipelines, meters, irrigation systems, signage and other improvements ("Landscape Irrigation Water Improvements") that are required to deliver the Landscape Irrigation Water to the Regional Park Property, and the County shall pay MSMD, and its successors and assigns, for water usage and all applicable fees on a monthly basis at the then current lowest rate charged by MSMD in Meridian Ranch for potable or non-potable water, according to the type of Landscape Irrigation Water delivered to the County in that month. The County shall install MSMD-approved water meters able to be digitally read by MSMD. MSMD shall read the water meters on a monthly basis and submit one invoice per meter to the County for payment. The County shall install all Landscape Irrigation Water Improvements in accordance with, or at a level exceeding, all then current State of Colorado, El Paso County, MSMD and all other applicable agency specifications and standards for non-potable landscape irrigation water usage. If and when MSMD makes non-potable water available for use to the Regional Park Property and notifies the County that non-potable water will be provided, then the County agrees at their sole cost and expense to disconnect from the Potable Water Main and connect to the non-potable water system and switch Landscape Irrigation Water usage from potable water to non-potable water. The County shall own and at its sole cost and expense be responsible for maintaining all Landscape Irrigation Water Improvements.

- c. At such time as non-potable water is delivered to the Landscape Irrigation Improvements, the County shall be solely in control of and responsible for the use and release of the same, and shall adhere to all applicable federal and state laws, rules and regulations concerning the use and release of non-potable water.
- d. Currently the Meridian Ranch Dawson Aquifer deep water well, Well DA-1 No. 60140-F (the "Dawson Well"), is located on the Regional Park Property as shown on Exhibit C. GTL shall lease the Dawson Well to the County for \$1 in perpetuity to be used by the County at the Regional Park Property for any use allowed under the well permit. GTL and the County will enter into a lease agreement for the use of Dawson Well within 90 days of conveyance of the Regional Park Property. The County shall follow all local, state and federal agency non-potable water rules and regulations. The County agrees to modify, maintain, and make all improvements to the Dawson Well necessary for beneficial use of the well. The County agrees to get all necessary approvals from all county, state and federal agencies to use the Dawson Well. The County agrees to meter the Dawson Well and provide MSMD monthly meter readings. The County shall be allowed to seek an amendment of the well permit if deemed necessary to accommodate the various water uses within the Regional Park Property. The quantity of water used from the Dawson Well shall not be credited against or reduce GTL or MSMD's other obligations to provide water under this Agreement.

- d. MSMD shall make available to the County potable water and service in perpetuity per all MSMD rules and regulations for up to two two-inch water meter services or equivalent and up to two one-inch water meter services or equivalent for that water described in Paragraph 4(a) which is to be used only for in-building or restroom water at the Regional Park Property ("Restroom Water"). Until such time that the Potable Water Main is installed, MSMD and GTL shall work with the County to allow the County to tie-in to the closest water line available if so requested by the County. The County shall pay for all water meter services at the MSMD water tap charges applicable at the time of connection and, thereafter, the monthly usage fees for such Restroom Water as the same may be amended from time to time. The County shall pay for and install all potable water pipelines, meters and appurtenances within the Regional Park Property required to deliver Restroom Water ("Restroom Water Improvements"), which shall be separate from the Landscape Irrigation Water Improvements. All Restroom Water Improvements must meet or exceed all then current State of Colorado, El Paso County, MSMD and all other applicable agency specifications and standards. The County shall own and at its sole cost and expense be responsible for maintaining all Restroom Water Improvements.
- e. MSMD shall make available to the County four (4) sanitary sewer services ("Restroom Sewer") for the Restroom Water in perpetuity per all MSMD rules and regulations. GTL shall install a sanitary sewer main line within one or more of the sewer easements in the Regional Park Property as depicted on Exhibit C (the "Sewer Main Line"). The timing and location of the Sewer Main Line will depend on the continued development of Meridian Ranch and shall not occur until financially feasible, as determined in the exercise of GTL's sole discretion. Until such time that the Sewer Main Line is installed, MSMD and GTL shall work with the County to allow the County to tie-in to the closest sanitary sewer line available if so requested by the County. The County shall pay for all four (4) sanitary sewer services at the MSMD sanitary sewer tap charges applicable at the time of connection and, thereafter, the monthly usage fees for such Restroom Sewer as the same may be amended from time to time. The County shall pay for and install all sanitary sewer pipelines and appurtenances within the Regional Park Property that may be required to deliver the Restroom Sewer ("Restroom Sewer Improvements") to the Sewer Main Line. All Restroom Sewer Improvements must meet or exceed all then current State of Colorado, El Paso County, MSMD, Cherokee Metropolitan District and all other applicable agency specifications and standards. The County shall own and at its sole cost and expense be responsible for maintaining the Restroom Sewer Improvements.
- f. Meridian Ranch currently does not allow any septic systems to treat wastewater. MSMD and GTL shall allow the County to install up to two engineered evaporative septic systems ("Septic Systems") in the Regional Park Property. Each Septic System must meet or exceed all local, state and federal rules and regulations and be approved by all regulatory agencies. Each Septic System must treat at maximum one two-inch water meter water service. Each Septic System must be placed no closer than 400 feet from the western side of the Regional Park Property boundary and have all wastewater flow towards the Eastonville Drive boundary of the Regional Park

Property. In the event that a sanitary sewer main line is installed within 400 feet of either Septic System, the County shall, within six months, properly remove said Septic System and connect to the sanitary sewer main line, at the County's cost.

- g. If, at any time, the County fails to pay the monthly charges and/or tap fees as required by this Section 4, upon written notice from GTL or MSMD, or their successors or assigns, to the County of such default and the County's failure to pay all amounts due within thirty (30) days of receipt of such written notice, MSMD shall have available all rights and remedies that are otherwise available with respect to other customers of MSMD, including but not limited to the imposition of late fees, suspension of service and termination of service. Notwithstanding the provisions of this Section 4(g), the County shall be subject to all MSMD rules and regulations including, but not limited to, water conservation and any and all then current water restrictions and penalties. In the event there is conflict between the MSMD rules and regulations and this Section 4(g), this Section 4(g) shall control.
- h. Prior to the construction, additions to or replacements of the Potable Water Main, the Landscape Irrigation Water Improvements, the Sewer Main Line, the Restroom Water Improvements, or the Restroom Sewer Improvements, the Party responsible for their construction shall have submitted to and obtained prior written approval from MSMD of "preliminary" drawings of the proposed improvements, such drawings to contain such detail and information of the improvements and their construction and installation as the MSMD may require. The Party in question shall pay or cause to be paid all costs of the improvements, including all MSMD plan review and inspection charges, when they are due, so that no lien or claim can or will be made against MSMD. Subsequent to construction or installation the responsible Party shall submit to MSMD "as built" drawings containing such details and information as MSMD may require, together with a certificate from an engineer or surveyor acceptable to MSMD indicating that the improvements were constructed or installed as shown on the preliminary plans. If they do not comply, MSMD may require the responsible Party, at their sole cost and expense, to make such changes, repairs and corrections, including removal and reconstruction or reinstallation of the improvements as MSMD, in the exercise of its sole discretion, may determine are necessary.
- i. All Parties to this Agreement recognize that MSMD's water supply is dependent upon natural water resources that are variable in quantity of supply from year to year. MSMD shall not be liable for failure to accurately anticipate availability of the water supply or for an actual failure of the water supply due to inadequate run-off or other occurrence beyond the reasonable control of MSMD. In times of such shortage or failure, delivery of water pursuant to this Agreement may be curtailed in a manner to be determined by MSMD.
- j. All water furnished by MSMD under this Agreement is for the use of the County within the Regional Park Property for purposes for which MSMD's water rights have been decreed. The Parties acknowledge and agree that the Landscape Irrigation Improvements include a system for irrigation within the Regional Park Property and

to that extent the County shall have the right to make one succession of uses of such water; provided that upon completion of these uses, all dominion over the water furnished hereunder shall revert completely to MSMD. Except as herein specifically provided, all property rights to the water to be furnished hereunder by MSMD are reserved in MSMD; provided that the County is not obligated to create any particular volume of return flow.

5. Dedication of Park Lands/County Transfer. Within 30 days of mutual execution of this Agreement, GTL shall convey the Regional Park Property to the County by Special Warranty Deed, reserving unto GTL all mineral rights and unto MSMD all water rights underlying the Regional Park Property with a covenant requiring mutual consent of GTL and the County for any surface use related to any mineral rights underlying the Regional Park Property. The County contemporaneously shall grant to GTL, MSMD and any other entities identified on Exhibit C their respective easements shown on Exhibit C as further defined by the terms and conditions contained in Exhibit D. The Special Warranty Deed and all easements shall be recorded with the El Paso County Clerk and Recorder's office.

6. Park Design, Trails and Other Facilities. The County desires to develop a Master Plan for the Regional Park Property, including the Pedestrian Trail and the Multi-Use Trail, in accordance with its standard policies and procedures. GTL agrees to pay 50%, up to a maximum of \$20,000, of the cost of developing such Master Plan. GTL shall provide these funds to the County within thirty (30) days of the County entering into a contract for development of the Master Plan. Except as otherwise provided in this Agreement, the County shall at its sole cost and expense be responsible for construction of the park improvements as finally planned and approved by the County. GTL and MSMD will design other trail systems from Meridian Ranch to extend and connect to the trails within the Regional Park Property at GTL's expense and seek County approval thereof in accordance with the normal subdivision process.

7. Park Improvements. At such time that the County begins construction within the Regional Park Property, the following restrictions shall apply at all times within the Regional Park Property:

- a. The County shall not allow ground water to be brought to the surface by grading of soil, water pipelines, underdrain systems, storm drain systems, sanitary sewer system or any other form. The County shall not be allowed to capture and re-use any surface water runoff. The County may temporarily detain, treat and release surface water runoff as required by any and all State of Colorado and El Paso County agency requirements.
- b. Individual Sewage Disposal Systems (ISDS), commonly referred to as septic systems, shall be permitted only as described herein.
- c. The County shall design and construct all required storm water drainage in compliance with all applicable rules and regulations. GTL shall be responsible for storm water drainage for Meridian Ranch excepting therefrom the Regional Park Property.

- d. Prior to commencing any new construction activity within the Regional Park Property, the County shall provide all plans and documents to GTL and MSMD for review to ensure compliance with all applicable conditions and restrictions within the overall boundary of Meridian Ranch.
- e. GTL shall maintain its ownership of the mineral rights underlying the Regional Park Property. Use of the surface of the Regional Park Property for mineral exploration and/or development by GTL or its successors or assigns shall not be allowed unless expressly agreed to in writing by GTL and the County. The County, to the extent allowed by law, shall not allow any third-party owner of subsurface mineral interests to use or disturb the surface of the Regional Park Property for mineral exploration and/or development unless expressly agreed to in writing by GTL and the County.

8. Limitations of Use. The County agrees that the Regional Park Property, and any improvements thereon, shall be used only for park, open space, community facility and event purposes as identified in a future Master Plan and office uses related thereto. The Master Plan will be developed through a public process, endorsed by the Park Advisory and approved by the Board of County Commissioners. Nothing in this Agreement shall be construed to prohibit the County from leasing a portion of the Regional Park Property to the El Paso County Soil Conservation District if it so desires.

9. Easements. The Regional Park Property shall be subject to all the easements set forth in Exhibits C and D and granted pursuant to Paragraph 5 for future improvement, construction, repair, maintenance, ingress and egress of certain improvements by GTL and/or MSMD and their contractors, employees and affiliates. GTL and/or MSMD will provide proper certificates of insurance naming El Paso County, or the current Regional Park Property owner, as an additional insured for all work within the Regional Park Property. All improvements within the Regional Park Property shall meet or exceed all El Paso County standards and be approved pursuant to the applicable El Paso County approval process.

10. Duration. This Agreement shall remain in full force and effect in perpetuity unless terminated by the mutual agreement of the Parties, their successors or assigns, by a written instrument recorded in the records of El Paso County. Notwithstanding the foregoing, those provisions specifically identified herein to survive termination, either explicitly or implicitly by their perpetual nature, shall survive the termination of this Agreement.

11. Authority. The undersigned hereby acknowledge and represent that they have legal authority to bind their respective Party to this Agreement.

12. Waiver and Reimbursement of Regional Park Fees. The County acknowledges that the Regional Park Property will not be developed for uses other than those uses identified above and it acknowledges the significant value to the County of the dedication of the Regional Park Property and improvements thereon to the County. Therefore, no regional park fees will be imposed against GTL, or its successors and assigns, regarding any future plat recordings in Meridian Ranch. The County agrees to reimburse GTL for regional park fees paid for Meridian

Ranch Filing No. 3, \$36,356.00, Meridian Ranch Filing No. 7, \$34,584.00 and Meridian Ranch Estates Filing No. 2, \$8,646.00 in each of the respective Subdivision Improvement Agreements for each filing. The County shall reimburse GTL these regional park fees within 30 days of conveyance of the Regional Park Property to the County.

13. Release of GTL. The County agrees that upon the conveyance of the Regional Park Property from GTL to the County, GTL will be released from any further liability or obligation regarding the Regional Park Property except as set forth in this Agreement. Additionally, the obligations in this Agreement are covenants that run with the land and shall be binding upon the successor and assigns of GTL. Accordingly, upon the sale or transfer of Meridian Ranch, or any part thereof, GTL's successors and assigns shall be obligated to comply with the terms and conditions set forth in this Agreement, and GTL shall have no further obligations hereunder at such time as it no longer owns any property within Meridian Ranch.

14. Non-binding Effect on Individual Lot Owners and Meridian Ranch Design Review Councils or Homeowner Associations. The Parties agree that the provisions and obligations set forth in this Agreement are binding upon each of the Parties, but shall not be binding upon the individual purchasers of completed residential homes constructed within the Property or upon the Meridian Ranch Design Review Councils or Homeowner Associations.

15. Entire Agreement. This Agreement represents the complete integration of all understandings between the Parties, is the entire agreement between the Parties, and no additional or different oral representations, promises, or agreements shall be binding on any of the Parties hereto with respect to the subject matter of this Agreement, unless stated in writing and signed by all of the Parties.

16. Changes or Modifications. No modification, amendment, novation, change, or other alteration of this Agreement shall be valid unless mutually agreed to by the Parties in writing and executed as an addendum to this Agreement.

17. Severability. If any paragraph, section, subsection, clause or phrase of this Agreement is, for any reason, held to be invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement.

18. Waiver. The waiver of a breach of any of the provisions of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or other provision of this Agreement.

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

20. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, except as set forth in Paragraph 14.

21. Remedies. The Parties hereby agree that if any dispute cannot be resolved by mutual agreement of the Parties, such dispute may be resolved at law or in equity. The Parties further agree and acknowledge that this Agreement may be enforced at law or in equity. In addition to any other available remedies, in the event of a breach of this Agreement, any Party may request a court of competent jurisdiction to enter a writ of mandamus to compel the breaching Party to perform under this Agreement, and any Party may seek from a court of competent jurisdiction temporary and/or permanent restraining orders, or orders for specific performance, to compel the other to perform in accordance with the obligations set forth in this Agreement.

22. Costs of Enforcement. Any costs, excluding attorney fees, incurred by the County in enforcing the terms of this Agreement against GTL or MSMD, or their successors and assigns, including, without limitation, court costs shall be borne by GTL or MSMD, or their successors and assigns. In any such action, each party shall be responsible for its own attorney fees regardless of which party prevails in said action.

23. Applicable Law. The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement. The Parties understand and agree that, in the event of any litigation that may arise under this Agreement, jurisdiction and venue shall lie in the District Court of El Paso County, Colorado.

24. Execution. This Agreement, including facsimile copies of this Agreement, may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event facsimile copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

25. Recording. This Agreement shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.

26. Notices. All notices or other communications to the Parties shall either be personally delivered or be sent by United States Mail, return receipt requested, postage prepaid, to the addresses set forth below or to any other address which the Parties may substitute in writing. Such notices shall be deemed received when personally delivered, or if mailed, notice shall be deemed received three (3) days after the date of mailing the same.

To the County: Board of County Commissioners  
200 S. Cascade  
Colorado Springs, CO 80903

With Copies to: Amy Folsom  
El Paso County Attorney  
County Attorney's Office  
27 East Vermijo  
Colorado Springs, CO 80903

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906

To GTL: GTL, Inc.  
Attn: Theodore Tchang  
3575 Kenyon Street, Suite 200  
San Diego, CA 92110

With a copy to: Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd, Ste. 350  
Denver, CO 80206

To MSMD: Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111

With a copy to: Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste. 2000  
Denver, CO 80203

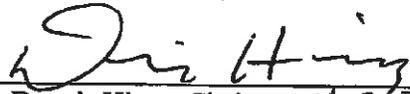
27. No Waiver of Governmental Immunity. The County, MSMD, and their directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S Section 24-10-101 et seq. as the same may be amended.

28. Appropriation. All financial obligations of MSMD and the County under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by MSMD and the County for the purposes of this Agreement.

29. No Personal Liability. No elected official, director, officer, agent or employee of any Party shall be charged personally or held contractually liable by or to another Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

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

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By:   
Dennis Hisey, Chair 14-3134  
Board of County Commissioners  
El Paso County, Colorado

Attest:

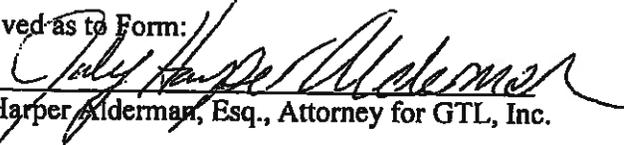
\_\_\_\_\_  
County Clerk & Recorder

Approved as to Form:

\_\_\_\_\_  
County Attorney's Office

GTL, INC, dba GTL Development Inc,  
a California corporation

By: \_\_\_\_\_  
Theodore Tchang, President

Approved as to Form:   
Jody Harper Alderman, Esq., Attorney for GTL, Inc.

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By: \_\_\_\_\_  
Dennis Hisey, Chair 14-38\*  
Board of County Commissioners  
El Paso County, Colorado

Attest:

\_\_\_\_\_  
County Clerk & Recorder

Approved as to Form:

\_\_\_\_\_  
County Attorney's Office

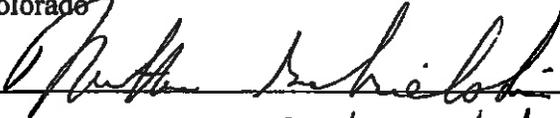
GTL, INC, dba GTL Development Inc,  
a California corporation

By: \_\_\_\_\_  
Theodore Tchang, President

Approved as to Form:

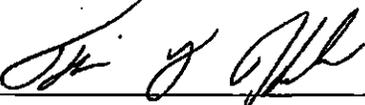
\_\_\_\_\_  
Jody Harper Alderman, Esq., Attorney for GTL, Inc.

Meridian Service Metropolitan District,  
a quasi-municipal corporation and political subdivision of the  
State of Colorado

By: 

Name: Milton Gabriel

Its: President

Attest: 

Approved as to Form:

Matthew Dalton, Esq., Attorney for MSMD

Meridian Service Metropolitan District,  
a quasi-municipal corporation and political subdivision of the  
State of Colorado

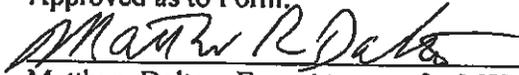
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: **President**

Attest: \_\_\_\_\_

Approved as to Form:

 \_\_\_\_\_

Matthew Dalton, Esq., Attorney for MSMD

Exhibit A

**Meridian Ranch Zoning and Conceptual Plan**

# MERIDIAN RANCH ZONING AND CONCEPTUAL PLAN

A PORTION OF SECTIONS 19, 20, 21, 28 AND 30, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN

## EXHIBIT A



### MERIDIAN RANCH ZONING CONCEPT PLAN

DATE: 11/11/03  
DRAWN BY: [Name]  
CHECKED BY: [Name]

1  
OF 3  
PLD-11-003

**GENERAL LEGAL DESCRIPTION:**

SECTION 19, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COLORADO SPRINGS, COLORADO

SECTION 20, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COLORADO SPRINGS, COLORADO

SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COLORADO SPRINGS, COLORADO

SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COLORADO SPRINGS, COLORADO

SECTION 30, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COLORADO SPRINGS, COLORADO

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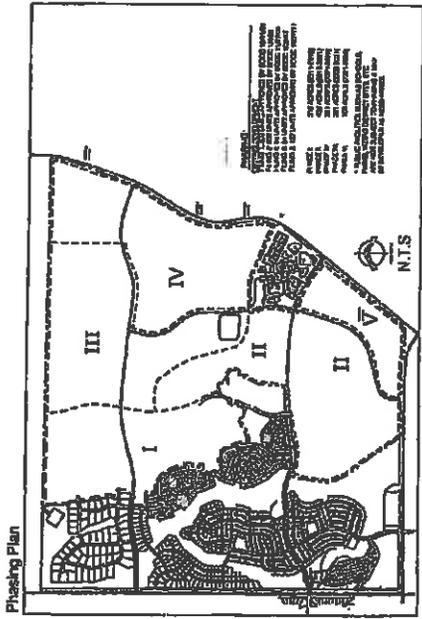
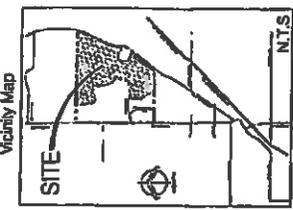
**OWNER:**  
Meridian Ranch Investments, Inc.  
Laramie St., Suite 2000  
Colorado Springs, CO 80903  
719.471.0257

**SUBDIVISOR:**  
G.M. Inc.  
2375 Highway 16  
Colorado Springs, CO 80903  
719.471.0200

**PLANNING:**  
N.E.S. Inc.  
508 S. Tejon St.  
Colorado Springs, CO 80903  
719.471.0257

**CONTRACTOR:**  
[Signature]  
[Name]  
[Address]  
[City, State, Zip]

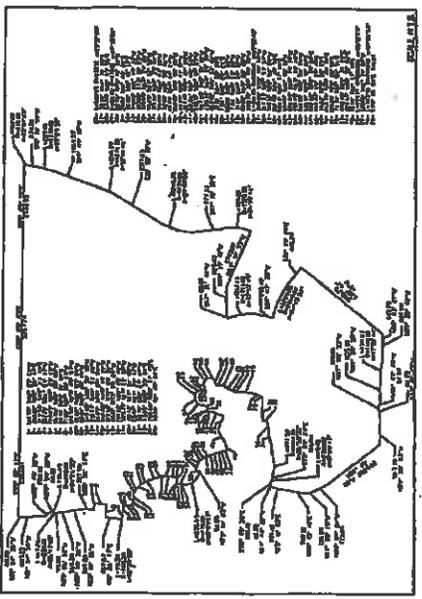
**DATE:** 11/11/03



**LAND USE SUMMARY (WITHIN THIS AMENDMENT ONLY)**

1 DU/JAC	18.00 AC	18.00
3 DU/JAC	354.00 AC	354.00
4 DU/JAC	207.00 AC	207.00
8 DU/JAC	143.85 AC	143.85
12 DU/JAC	18.00 AC	18.00
NEIGHBORHOOD COMMERCIAL	45.00 AC	45.00
SCHOOL	7.00 AC	7.00
NEIGHBORHOOD PARK	25.00 AC	25.00
COMMUNITY PARK	215.00 AC	215.00
PROPOSED REGIONAL PARK	66.00 AC	66.00
BUSINESS PARK	63.00 AC	63.00
METRO DISTRICT	60.00 AC	60.00
SUPPER	1618.75 AC	1618.75

DEVELOPMENT IS LIMITED TO A UNIT CAP OF 3800



**Authority:** The City of Colorado Springs, Colorado, is authorized to amend the Zoning Ordinance to allow for the development of the Meridian Ranch Zoning District in the City of Colorado Springs, Colorado.

**Adoption:** The City Council of the City of Colorado Springs, Colorado, has adopted this Zoning Ordinance Amendment on this date.

**Reference to County Regulations:** The provisions of the Zoning Ordinance of the City of Colorado Springs, Colorado, shall apply to the development of the Meridian Ranch Zoning District.

**Development Data**

Parcel ID:	11-11-03
Area (Acres):	1618.75
Area (Square Feet):	110,000,000
Area (Acre-Feet):	110,000,000

**General Notes:**

1. The City of Colorado Springs, Colorado, is authorized to amend the Zoning Ordinance to allow for the development of the Meridian Ranch Zoning District in the City of Colorado Springs, Colorado.
2. The City Council of the City of Colorado Springs, Colorado, has adopted this Zoning Ordinance Amendment on this date.
3. The provisions of the Zoning Ordinance of the City of Colorado Springs, Colorado, shall apply to the development of the Meridian Ranch Zoning District.
4. The City of Colorado Springs, Colorado, is authorized to amend the Zoning Ordinance to allow for the development of the Meridian Ranch Zoning District in the City of Colorado Springs, Colorado.
5. The City Council of the City of Colorado Springs, Colorado, has adopted this Zoning Ordinance Amendment on this date.
6. The provisions of the Zoning Ordinance of the City of Colorado Springs, Colorado, shall apply to the development of the Meridian Ranch Zoning District.
7. The City of Colorado Springs, Colorado, is authorized to amend the Zoning Ordinance to allow for the development of the Meridian Ranch Zoning District in the City of Colorado Springs, Colorado.
8. The City Council of the City of Colorado Springs, Colorado, has adopted this Zoning Ordinance Amendment on this date.
9. The provisions of the Zoning Ordinance of the City of Colorado Springs, Colorado, shall apply to the development of the Meridian Ranch Zoning District.
10. The City of Colorado Springs, Colorado, is authorized to amend the Zoning Ordinance to allow for the development of the Meridian Ranch Zoning District in the City of Colorado Springs, Colorado.
11. The City Council of the City of Colorado Springs, Colorado, has adopted this Zoning Ordinance Amendment on this date.
12. The provisions of the Zoning Ordinance of the City of Colorado Springs, Colorado, shall apply to the development of the Meridian Ranch Zoning District.





**Exhibit B**

**Legal Description of Regional Park Property**

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN SECTIONS 20 AND 21, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21:

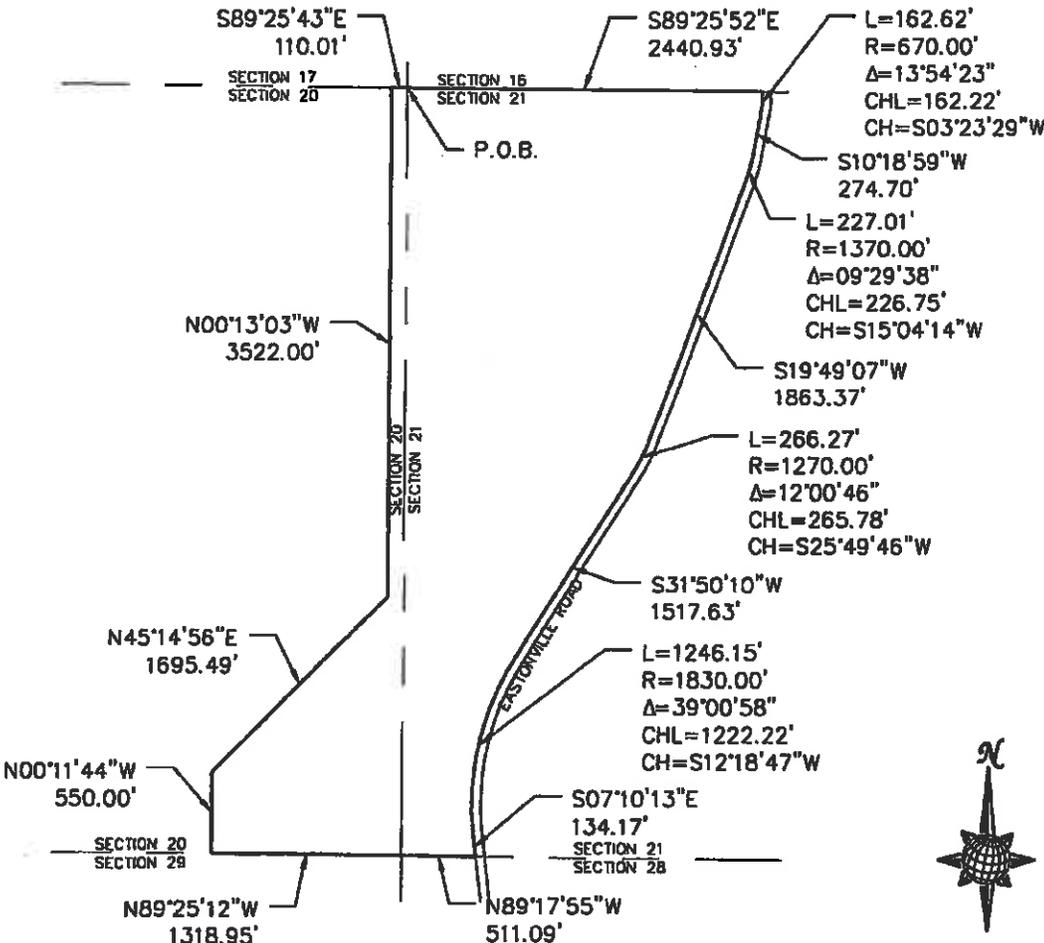
1. THENCE S89°25'52"E ON THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2440.93 FEET TO A NON-TANGENT CURVE TO THE RIGHT AND THE WESTERLY RIGHT OF WAY OF EASTONVILLE ROAD;

THE FOLLOWING EIGHT (8) COURSES ARE ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD;

2. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A DELTA ANGLE OF 13°54'23", AN ARC LENGTH OF 162.62 FEET, WHOSE LONG CHORD BEARS S03°23'29"W A DISTANCE OF 162.22 FEET;
3. THENCE S10°18'59"W A DISTANCE OF 274.70 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
4. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1370.00 FEET, A DELTA ANGLE OF 09°29'38", AN ARC LENGTH OF 227.01 FEET, WHOSE LONG CHORD BEARS S15°04'14"W A DISTANCE OF 226.75 FEET;
5. THENCE S19°49'07"W A DISTANCE OF 1863.37 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
6. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1270.00 FEET, A DELTA ANGLE OF 12°00'46", AN ARC LENGTH OF 266.27 FEET, WHOSE LONG CHORD BEARS S25°49'46"W A DISTANCE OF 265.78 FEET;
7. THENCE S31°50'10"W A DISTANCE OF 1517.63 FEET TO A NON-TANGENT CURVE TO THE LEFT;
8. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1830.00 FEET, A DELTA ANGLE OF 39°00'58", AND AN ARC LENGTH OF 1246.15 FEET, WHOSE LONG CHORD BEARS S12°18'47"W A DISTANCE OF 1222.22 FEET;
9. THENCE S07°10'13"E A DISTANCE OF 133.17 FEET TO THE SOUTH LINE OF SAID SECTION 21;
10. THENCE N89°17'55"W ON SAID SOUTH LINE A DISTANCE OF 511.09 FEET TO THE SOUTHEAST CORNER OF SECTION 20;
11. THENCE N89°25'12"W ON THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 1318.95 FEET TO THE SW CORNER OF THE SE ¼ OF THE SE ¼ OF SAID SECTION 20;
12. THENCE N00°11'44"W A DISTANCE OF 550.00 FEET ON THE WEST LINE OF THE SE ¼ OF THE SE ¼ OF SAID SECTION 20;
13. THENCE N45°14'56"E A DISTANCE OF 1695.49 FEET;
14. THENCE N00°13'03"W A DISTANCE OF 3522.00 FEET TO THE NORTH LINE OF SAID SECTION 20;
15. THENCE S89°25'43"E ON THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 110.01 FEET TO THE POINT OF BEGINNING;

THE ABOVE PARCEL OF LAND CONTAINS 222.43 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).



**B**

SCALE: 1"=1000'
DATE: AUG 2014
DRAWN: LCG
CHECK: RG

**MERIDIAN RANCH**  
REGIONAL PARK  
EXHIBIT B

TECH CONTRACTORS  
12311 REX ROAD  
FALCON, CO 80831  
TELEPHONE: 719.465.7444  
FAX: 719.465.3349

Exhibit C

Drawing of Regional Park Property



**EASEMENT AGREEMENT**  
(50' Utility Easement)

THIS EASEMENT AGREEMENT ("Agreement") is made this 19 day of Aug, 2014, by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO, a body corporate and politic and a political subdivision of the State of Colorado, hereinafter referred to as the "County" or "Grantor," and GTL, INC., a California corporation ("GTL"), and MERIDIAN SERVICE METROPOLITAN DISTRICT, a Colorado metropolitan district (the "District"), hereinafter referred to collectively as "Grantees." Grantor and Grantees may be collectively referred to herein as the Parties.

Recitals

WHEREAS, the Grantor owns real property in unincorporated El Paso County which is legally described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"), which Property was conveyed to Grantor by GTL through a separate instrument in order to fulfill open space dedication requirements for various Meridian Ranch subdivision filings; and

WHEREAS, GTL and/or the District must install, construct, operate and maintain water, sanitary sewer and electric utilities on the Property; and

WHEREAS, Grantor desires to convey an easement to Grantees for installation, construction, operation, maintenance and repair of the water, sanitary sewer and electric utilities on the Property.

Agreement

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

1. Incorporation of Recitals. The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.
2. Grant of Easement; Description of the Premises. Grantor hereby grants to Grantees and their successors and assigns a perpetual, non-exclusive easement ("Easement") in, over, across, upon, under and along that portion of the Property described in Exhibit B, attached hereto and incorporated by reference (the "Easement Area"), for the installation, construction and ongoing inspection, operation, maintenance, and repair of water, sanitary sewer and electric utilities and related facilities and appurtenances thereto (collectively, the "Improvements"). This Easement does not permit Grantees to install or construct any overhead Improvements.
3. Ownership of Improvements. Grantor agrees that the Improvements installed in, over, across, upon, under, and along the Easement Area shall remain the property of Grantees.

4. Operation, Maintenance and Repair. It shall be Grantees' obligation to inspect, operate, maintain and make any necessary repairs to the Improvements that Grantees install in, over, across, upon, under and along the Easement Area, unless such repairs are due to the negligent or willful acts or omissions of Grantor, its employees or agents. If repairs to Improvements are required as a result of Grantor's negligent or willful acts or omissions (but not as a result of the public's negligent or willful acts or omissions), Grantees, or either of them, shall give reasonable, written notice to Grantor specifying the necessary repairs. The notice shall provide a reasonable time to make the repairs. Grantor shall make such repairs at Grantor's sole cost and expense. Should Grantor fail to make such specified repairs, Grantees, or either of them, may make such repairs and Grantor shall reimburse Grantees the actual costs and expenses, as defined below, incurred in making such repairs.

5. Rights and Obligations of Grantor. Any time Grantor determines, in the exercise of its reasonable discretion, that the Improvements are not properly cleaned, maintained and/or otherwise kept in good repair, Grantor shall give reasonable, written notice to Grantees that the Improvements need to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should Grantees fail to correct the specified problem(s), Grantor may so correct the specified problem(s) and Grantees shall be jointly and severally responsible for reimbursing Grantor for its actual costs and expenses incurred in correcting the specified problem(s). This Agreement does not, however, expressly impose upon Grantor a duty to so inspect, clean, repair or maintain the Improvements.

6. Definition of "Actual Costs and Expenses." The term "actual costs and expenses" shall include, but not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs.

7. Costs and Attorney Fees. In the event any Party initiates any litigation or engages the services of legal counsel in order to enforce the provisions of paragraphs 4 or 5 above, the prevailing Party shall be entitled to its damages and costs, including reasonable attorney fees. This paragraph applies to Grantees regardless of whether Grantor contracts with outside counsel or utilizes in-house legal counsel for the same.

8. Grantor's Use of the Premises. Grantor retains the right to access and make full use of the Property, including the Easement Area, consistent with Grantees' use of the Easement Area as permitted hereunder, for both itself and, to the extent allowed by Grantor, the public. Grantor shall not construct any structure on the Property that interferes with Grantees' use of the Easement Area. Grantor shall not plant or grow any trees, shrubs or other plants within or near the Easement Area that will impair the structural integrity of the Improvements.

9. Condition of the Property. Grantees agree and understand that they accept the Easement Area "AS IS" and without any warranties of any kind or nature, including, without limitation, any warranties as to the state of the Grantor's title to the Property. Grantees acknowledge that the Property is a public facility and that the Parties cannot completely control or be responsible for the acts of the public (excluding the Parties' respective employees, agents, and representatives) within the Property.

10. Workmanship. Grantees shall conduct all activities within the Easement Area in a neat and workmanlike manner so as not to unreasonably interfere with either Grantor's or the public's use and enjoyment of the Property, and without cost or liability to Grantor. Grantees shall take all reasonably necessary measures to protect Grantor, Grantor's employees, and the general public from its activities within the Easement Area.

11. Surface Restoration of Land. Except as the Easement Area is necessarily modified to accommodate the Improvements, Grantees shall repair any physical damage done to the Easement Area by or resulting from its actions or operations. Grantees shall promptly restore, replace, re-vegetate, or repair the surface of the Easement Area to the original condition as near as may be reasonably possible. Such restoration, including seed mixture, topsoil, and ground preparation, shall be at Grantor's reasonable direction.

12. Subjacent and Lateral Support. Neither Grantor nor Grantees shall impair the lateral or subjacent support of the Property or the Improvements located on or in the Easement Area.

13. Mechanics' and Materialmen's Liens. In no event shall Grantees allow any mechanics' or materialmen's liens to attach against the Easement Area or the Property for materials supplied or work performed at the request of, or for the benefit of, Grantees, and Grantees, to the extent expressly permitted by law, shall indemnify and hold Grantor harmless from any cost or expense incurred by Grantor to release any such mechanic's or materialmen's liens against the Easement Area or the Property.

14. Grantor Authority; Grantees' Responsibility to Obtain Other Approvals. Grantor covenants that it has the authority to grant the Easement as set forth herein. Grantees agree and understand that it is Grantees' responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: 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. Grantees agree that all Improvements shall meet or exceed all El Paso County standards and be approved pursuant to the applicable El Paso County approval process.

15. Compliance with Laws and Regulations. It shall be the sole responsibility of Grantees to ensure that the Improvements comply at all times with applicable federal, state and local laws and regulations.

16. Insurance. Grantees represent and warrant to Grantor that they each carry general liability insurance and agree that, during their respective periods of use of the Easement Area, each will provide proper certificates of insurance naming Grantor as an additional insured for all work within the Easement Area, and that, during their respective periods of use of the Easement Area, Grantees' contractors will carry general liability insurance, worker's compensation insurance and automotive insurance. Prior to Grantees' first access to the Easement Area under this Agreement, Grantees will provide Grantor with the Certificates of Insurance evidencing the insurance coverage described herein.

17. Indemnification. To the extent authorized by law, each Grantee shall defend, indemnify and hold Grantor free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and court awards, including costs, expenses and attorney fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to such Grantee's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, related to such Grantee's use of the Easement Area, the operation and maintenance of the Improvements, and during the performance of this Agreement and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Grantor or the District pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.
18. Grantor Representation. One or more Grantor representatives may be present on the Easement Area during any of Grantees' activities under this Agreement.
19. Remedies. In the event of any breach of this Agreement, the non-breaching party may pursue and obtain any and all remedies or causes of action available to it at law or in equity.
20. Waiver. The failure of any Party to insist, in any one or more instances, upon strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of any 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 any Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.
21. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.
22. 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.
23. Binding. The Parties hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Grantor and Grantees.
24. No Third Party Beneficiaries. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages, or to bring any legal action or other proceeding against any party for any breach or other failure to perform this Agreement.
25. Recording; Governing Law. This Agreement shall be recorded by the Grantor in the records of the El Paso County Clerk and Recorder's Office. This Agreement is made and shall be construed under the laws of the State of Colorado.

26. Notice. Notice shall be effective when sent certified mail, return receipt requested, addressed to the following, or by email:

Grantor

Board of County Commissioners  
200 S. Cascade  
Colorado Springs, CO 80903

With copies by US mail or email to: Amy Folsom  
El Paso County Attorney  
County Attorney's Office  
27 East Vermijo  
Colorado Springs, CO 80903  
Email: amyfolsom@elpasoco.com

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906  
Email: timwolken@elpasoco.com

GTL:

GTL, Inc.  
Attn: Theodore Tchang  
3575 Kenyon Street, Suite 200  
San Diego, CA 92110  
Email: ted@techbilt.com

With a copy by US mail or email to: Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd, Ste 350  
Denver, CO 80206  
Email: jha@ablawcolorado.com

District:

Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111

With a copy by US mail or email to: Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste. 2000  
Denver, CO 80203  
Email: mdalton@spencerfane.com



**GRANTOR:**

EL PASO COUNTY, COLORADO

By: *Dennis Hisey*  
Dennis Hisey, Chair 14-735B  
Board of County Commissioners  
El Paso County, Colorado

ATTEST:  
*Debra Williams*  
County Clerk & Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of County Commissioners, and as attested to by \_\_\_\_\_, County Clerk and Recorder.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**LEGAL DESCRIPTION:**

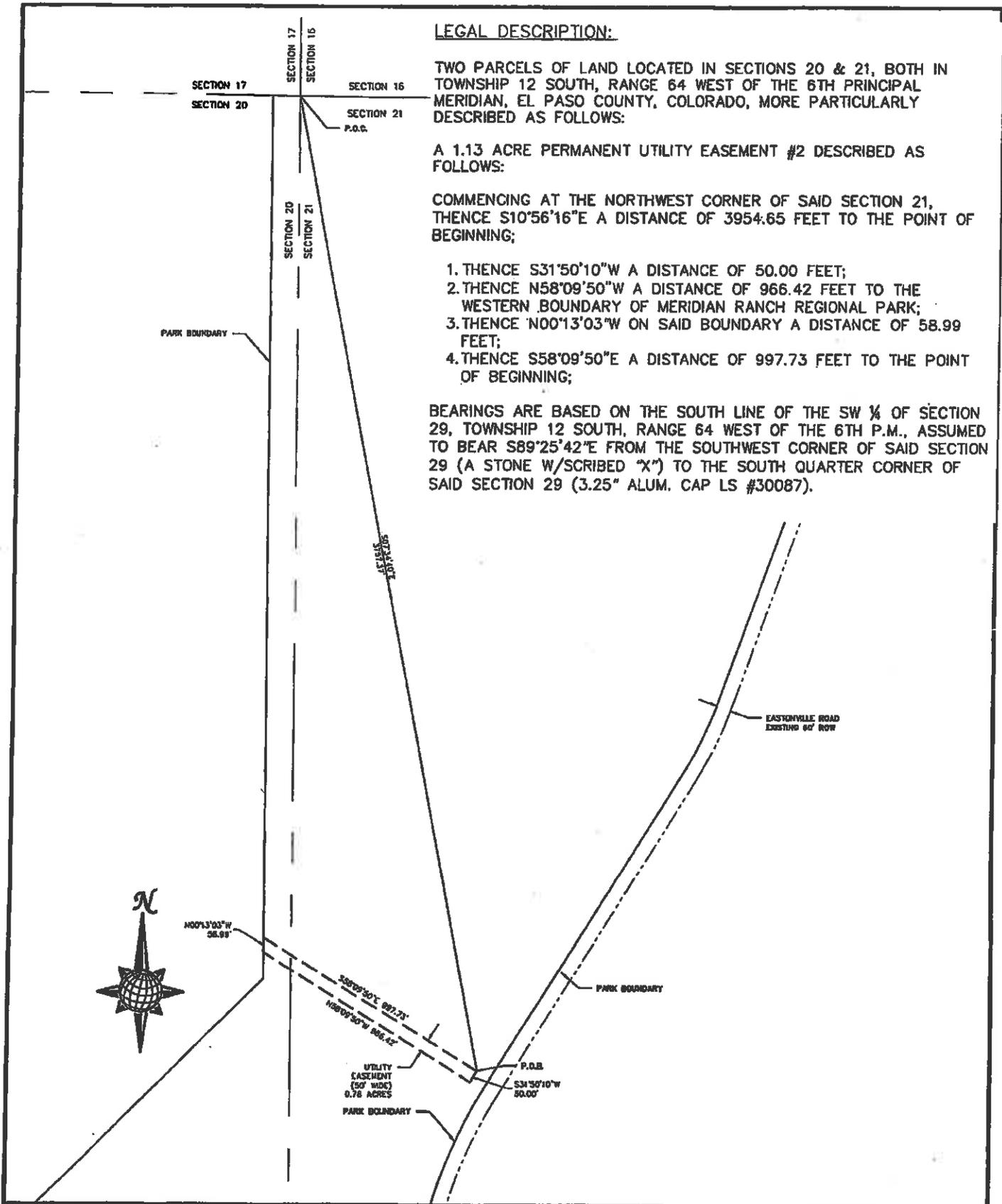
TWO PARCELS OF LAND LOCATED IN SECTIONS 20 & 21, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 1.13 ACRE PERMANENT UTILITY EASEMENT #2 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S10°56'16"E A DISTANCE OF 3954.65 FEET TO THE POINT OF BEGINNING;

1. THENCE S31°50'10"W A DISTANCE OF 50.00 FEET;
2. THENCE N58°09'50"W A DISTANCE OF 966.42 FEET TO THE WESTERN BOUNDARY OF MERIDIAN RANCH REGIONAL PARK;
3. THENCE N00°13'03"W ON SAID BOUNDARY A DISTANCE OF 58.99 FEET;
4. THENCE S58°09'50"E A DISTANCE OF 997.73 FEET TO THE POINT OF BEGINNING;

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).



1

SCALE: 1"=500'
DATE: JUNE 2014
DRAWN: LCG
CHECK: RG

**MERIDIAN RANCH REGIONAL PARK**  
 50' UTILITY EASEMENT  
 EXHIBIT B

TECH CONTRACTORS  
 12311 REX ROAD  
 FALCON, CO 80831  
 TELEPHONE: 719.495.7444  
 FAX: 719.495.2457

**EASEMENT AGREEMENT**  
(50' Utility Easement)

THIS EASEMENT AGREEMENT ("Agreement") is made this 19 day of Aug, 2014, by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO, a body corporate and politic and a political subdivision of the State of Colorado, hereinafter referred to as the "County" or "Grantor," and GTL, INC., a California corporation ("GTL"), and MERIDIAN SERVICE METROPOLITAN DISTRICT, a Colorado metropolitan district (the "District"), hereinafter referred to collectively as "Grantees." Grantor and Grantees may be collectively referred to herein as the Parties.

Recitals

WHEREAS, the Grantor owns real property in unincorporated El Paso County which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), which Property was conveyed to Grantor by GTL through a separate instrument in order to fulfill open space dedication requirements for various Meridian Ranch subdivision filings; and

WHEREAS, GTL and/or the District must install, construct, operate and maintain water, sanitary sewer and electric utilities on the Property; and

WHEREAS, Grantor desires to convey an easement to Grantees for installation, construction, operation, maintenance and repair of the water, sanitary sewer and electric utilities on the Property.

Agreement

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

1. Incorporation of Recitals. The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.
2. Grant of Easement; Description of the Premises. Grantor hereby grants to Grantees and their successors and assigns a perpetual, non-exclusive easement ("Easement") in, over, across, upon, under and along that portion of the Property described in **Exhibit B**, attached hereto and incorporated by reference (the "Easement Area"), for the installation, construction and ongoing inspection, operation, maintenance, and repair of water, sanitary sewer and electric utilities and related facilities and appurtenances thereto (collectively, the "Improvements"). This Easement does not permit Grantees to install or construct any overhead Improvements.
3. Ownership of Improvements. Grantor agrees that the Improvements installed in, over, across, upon, under, and along the Easement Area shall remain the property of Grantees.

4. **Operation, Maintenance and Repair.** It shall be Grantees' obligation to inspect, operate, maintain and make any necessary repairs to the Improvements that Grantees install in, over, across, upon, under and along the Easement Area, unless such repairs are due to the negligent or willful acts or omissions of Grantor, its employees or agents. If repairs to Improvements are required as a result of Grantor's negligent or willful acts or omissions (but not as a result of the public's negligent or willful acts or omissions), Grantees, or either of them, shall give reasonable, written notice to Grantor specifying the necessary repairs. The notice shall provide a reasonable time to make the repairs. Grantor shall make such repairs at Grantor's sole cost and expense. Should Grantor fail to make such specified repairs, Grantees, or either of them, may make such repairs and Grantor shall reimburse Grantees the actual costs and expenses, as defined below, incurred in making such repairs.

5. **Rights and Obligations of Grantor.** Any time Grantor determines, in the exercise of its reasonable discretion, that the Improvements are not properly cleaned, maintained and/or otherwise kept in good repair, Grantor shall give reasonable, written notice to Grantees that the Improvements need to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should Grantees fail to correct the specified problem(s), Grantor may so correct the specified problem(s) and Grantees shall be jointly and severally responsible for reimbursing Grantor for its actual costs and expenses incurred in correcting the specified problem(s). This Agreement does not, however, expressly impose upon Grantor a duty to so inspect, clean, repair or maintain the Improvements.

6. **Definition of "Actual Costs and Expenses."** The term "actual costs and expenses" shall include, but not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs.

7. **Costs and Attorney Fees.** In the event any Party initiates any litigation or engages the services of legal counsel in order to enforce the provisions of paragraphs 4 or 5 above, the prevailing Party shall be entitled to its damages and costs, including reasonable attorney fees. This paragraph applies to Grantees regardless of whether Grantor contracts with outside counsel or utilizes in-house legal counsel for the same.

8. **Grantor's Use of the Premises.** Grantor retains the right to access and make full use of the Property, including the Easement Area, consistent with Grantees' use of the Easement Area as permitted hereunder, for both itself and, to the extent allowed by Grantor, the public. Grantor shall not construct any structure on the Property that interferes with Grantees' use of the Easement Area. Grantor shall not plant or grow any trees, shrubs or other plants within or near the Easement Area that will impair the structural integrity of the Improvements.

9. **Condition of the Property.** Grantees agree and understand that they accept the Easement Area "AS IS" and without any warranties of any kind or nature, including, without limitation, any warranties as to the state of the Grantor's title to the Property. Grantees acknowledge that the Property is a public facility and that the Parties cannot completely control or be responsible for the acts of the public (excluding the Parties' respective employees, agents, and representatives) within the Property.

10. Workmanship. Grantees shall conduct all activities within the Easement Area in a neat and workmanlike manner so as not to unreasonably interfere with either Grantor's or the public's use and enjoyment of the Property, and without cost or liability to Grantor. Grantees shall take all reasonably necessary measures to protect Grantor, Grantor's employees, and the general public from its activities within the Easement Area.

11. Surface Restoration of Land. Except as the Easement Area is necessarily modified to accommodate the Improvements, Grantees shall repair any physical damage done to the Easement Area by or resulting from its actions or operations. Grantees shall promptly restore, replace, re-vegetate, or repair the surface of the Easement Area to the original condition as near as may be reasonably possible. Such restoration, including seed mixture, topsoil, and ground preparation, shall be at Grantor's reasonable direction.

12. Subjacent and Lateral Support. Neither Grantor nor Grantees shall impair the lateral or subjacent support of the Property or the Improvements located on or in the Easement Area.

13. Mechanics' and Materialmen's Liens. In no event shall Grantees allow any mechanics' or materialmen's liens to attach against the Easement Area or the Property for materials supplied or work performed at the request of, or for the benefit of, Grantees, and Grantees, to the extent expressly permitted by law, shall indemnify and hold Grantor harmless from any cost or expense incurred by Grantor to release any such mechanic's or materialmen's liens against the Easement Area or the Property.

14. Grantor Authority; Grantees' Responsibility to Obtain Other Approvals. Grantor covenants that it has the authority to grant the Easement as set forth herein. Grantees agree and understand that it is Grantees' responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: 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. Grantees agree that all Improvements shall meet or exceed all El Paso County standards and be approved pursuant to the applicable El Paso County approval process.

15. Compliance with Laws and Regulations. It shall be the sole responsibility of Grantees to ensure that the Improvements comply at all times with applicable federal, state and local laws and regulations.

16. Insurance. Grantees represent and warrant to Grantor that they each carry general liability insurance and agree that, during their respective periods of use of the Easement Area, each will provide proper certificates of insurance naming Grantor as an additional insured for all work within the Easement Area, and that, during their respective periods of use of the Easement Area, Grantees' contractors will carry general liability insurance, worker's compensation insurance and automotive insurance. Prior to Grantees' first access to the Easement Area under this Agreement, Grantees will provide Grantor with the Certificates of Insurance evidencing the insurance coverage described herein.

17. Indemnification. To the extent authorized by law, each Grantee shall defend, indemnify and hold Grantor free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and court awards, including costs, expenses and attorney fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to such Grantee's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, related to such Grantee's use of the Easement Area, the operation and maintenance of the Improvements, and during the performance of this Agreement and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Grantor or the District pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

18. Grantor Representation. One or more Grantor representatives may be present on the Easement Area during any of Grantees' activities under this Agreement.

19. Remedies. In the event of any breach of this Agreement, the non-breaching party may pursue and obtain any and all remedies or causes of action available to it at law or in equity.

20. Waiver. The failure of any Party to insist, in any one or more instances, upon strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of any 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 any Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

21. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

22. 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.

23. Binding. The Parties hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Grantor and Grantees.

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

25. Recording; Governing Law. This Agreement shall be recorded by the Grantor in the records of the El Paso County Clerk and Recorder's Office. This Agreement is made and shall be construed under the laws of the State of Colorado.

26. Notice. Notice shall be effective when sent certified mail, return receipt requested, addressed to the following, or by email:

Grantor

Board of County Commissioners  
200 S. Cascade  
Colorado Springs, CO 80903

With copies by US mail or email to: Amy Folsom  
El Paso County Attorney  
County Attorney's Office  
27 East Vermijo  
Colorado Springs, CO 80903  
Email: amyfolsom@elpasoco.com

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906  
Email: timwolken@elpasoco.com

GTL:

GTL, Inc.  
Attn: Theodore Tchang  
3575 Kenyon Street, Suite 200  
San Diego, CA 92110  
Email: ted@techbilt.com

With a copy by US mail or email to: Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd, Ste 350  
Denver, CO 80206  
Email: jha@ablawcolorado.com

District:

Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111

With a copy by US mail or email to: Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste. 2000  
Denver, CO 80203  
Email: mdalton@spencerfane.com

Made and entered into as of the date first set forth above.

**GRANTEES:**

**MERIDAN SERVICE METROPOLITAN DISTRICT:**

By: \_\_\_\_\_  
Name and Title

Attest: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Meridian Service Metropolitan District.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

GTL, INC.,  
a California corporation

By: \_\_\_\_\_  
Theodore Tchang, President

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Theodore Tchang, as President of the GTL, Inc., a California corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

GRANTOR:

EL PASO COUNTY, COLORADO

By: Dennis Hisey  
Dennis Hisey, Chair 14-735B  
Board of County Commissioners  
El Paso County, Colorado

ATTEST:

William Williams  
County Clerk & Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of County Commissioners, and as attested to by \_\_\_\_\_, County Clerk and Recorder.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**LEGAL DESCRIPTION:**

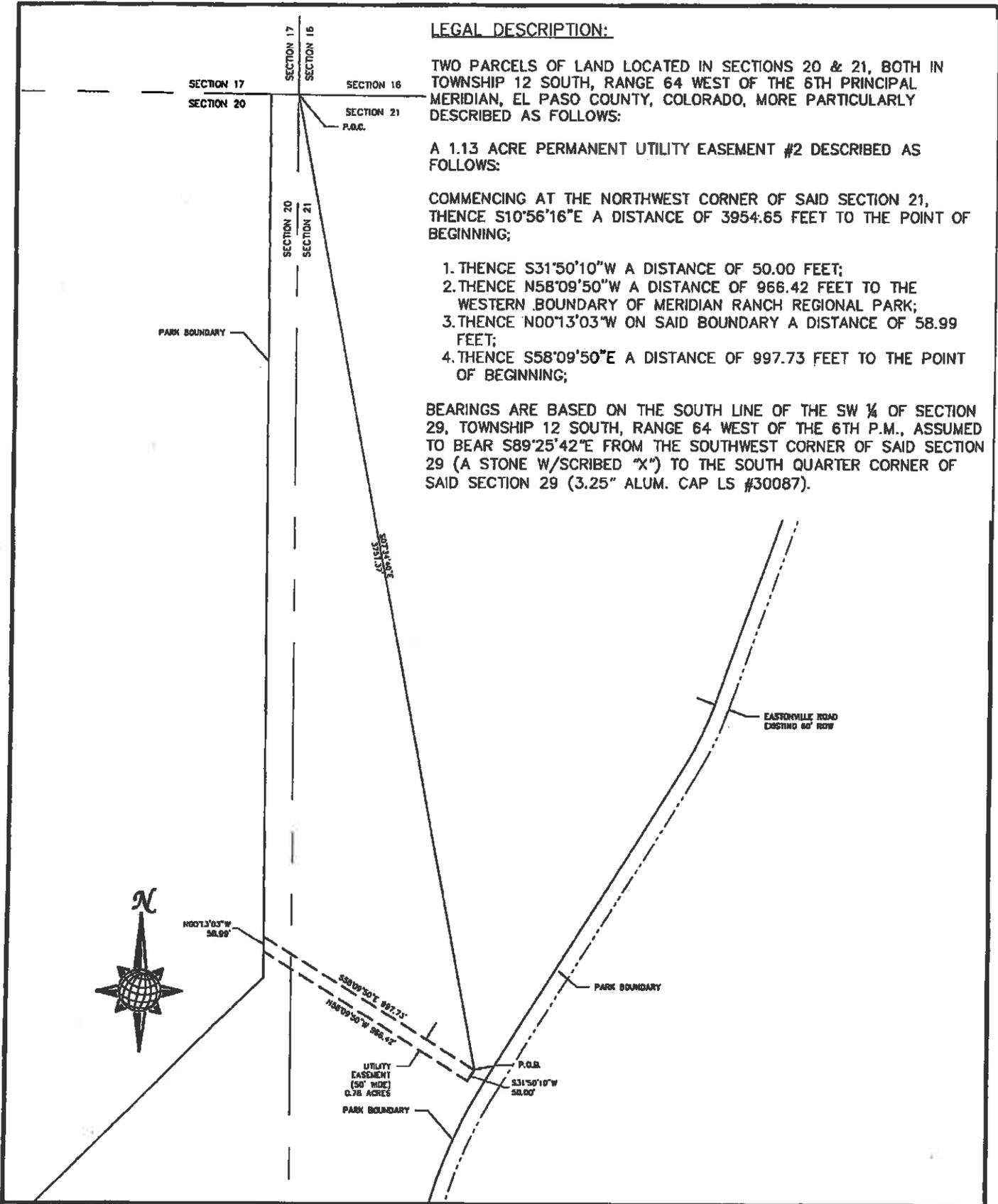
TWO PARCELS OF LAND LOCATED IN SECTIONS 20 & 21, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 1.13 ACRE PERMANENT UTILITY EASEMENT #2 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S10°56'16"E A DISTANCE OF 3954.65 FEET TO THE POINT OF BEGINNING;

1. THENCE S31°50'10"W A DISTANCE OF 50.00 FEET;
2. THENCE N58°09'50"W A DISTANCE OF 966.42 FEET TO THE WESTERN BOUNDARY OF MERIDIAN RANCH REGIONAL PARK;
3. THENCE N00°13'03"W ON SAID BOUNDARY A DISTANCE OF 58.99 FEET;
4. THENCE S58°09'50"E A DISTANCE OF 997.73 FEET TO THE POINT OF BEGINNING;

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).



1

SCALE: 1"=500'
DATE: JUNE 2014
DRAWN: LCG
CHECK: RG

**MERIDIAN RANCH REGIONAL PARK**  
 50' UTILITY EASEMENT  
 EXHIBIT B

TECH CONTRACTORS  
 12311 REX ROAD  
 FALCON, CO 80831  
 TELEPHONE: 719.485.7444  
 FAX: 719.485.2457

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
(120' TCE for Rex Road)

THIS EASEMENT AGREEMENT ("Agreement") is made this 19 day of Aug, 2014, by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO, a body corporate and politic and a political subdivision of the State of Colorado, hereinafter referred to as the "County" or "Grantor," and GTL, INC., a California corporation ("GTL"), and MERIDIAN SERVICE METROPOLITAN DISTRICT, a Colorado metropolitan district (the "District"), hereinafter referred to collectively as "Grantees." Grantor and Grantees may be collectively referred to herein as the Parties.

Recitals

WHEREAS, the Grantor owns real property in unincorporated El Paso County which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), which Property was conveyed to Grantor by GTL through a separate instrument in order to fulfill open space dedication requirements for various Meridian Ranch subdivision filings; and

WHEREAS, GTL and/or the District must install and construct road and street improvements on the Property for future Rex Road, which will, upon final acceptance by Grantor, be operated and maintained by Grantor; and

WHEREAS, Grantor desires to convey an easement to Grantees for installation and construction of such road and street improvements on the Property.

Agreement

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

1. Incorporation of Recitals. The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.
2. Grant of Easement; Description of the Premises. Grantor hereby grants to Grantees and their successors and assigns a temporary construction easement ("Easement") in, over, across, upon, under and along that portion of the Property described in **Exhibit B**, attached hereto and incorporated by reference (the "Easement Area"), for the installation and construction of road and street improvements for Rex Road and related facilities and appurtenances thereto (collectively, the "Improvements"), along with the right of ingress to and egress from the Easement Area over and across the Property.
3. Ownership of Improvements; Termination of Easement. Upon preliminary acceptance of the Improvements by Grantor, Grantor shall own the Improvements and be responsible for operation and maintenance thereof. For the period between preliminary acceptance and final acceptance, Grantees shall be responsible for any necessary repair to the

Improvements. The definition and timing of “preliminary acceptance” and “final acceptance,” and the specific obligations of the Parties in relation thereto, shall be governed by relevant provisions of any subdivision improvements agreement, development agreement, the El Paso County Land Development Code and the El Paso County Engineering Criteria Manual (the “public improvement documents”). In the event of a conflict between this Agreement and the public improvement documents, the terms and provisions of the public improvement documents shall control. Upon final acceptance of the Improvements by Grantor, this Easement shall terminate and the Parties shall be released from all obligations hereunder.

4. Costs and Attorney Fees. In the event any Party initiates any litigation or engages the services of legal counsel in order to enforce the provisions of this Agreement, the prevailing Party shall be entitled to its damages and costs, including reasonable attorney fees. This paragraph applies to Grantees regardless of whether Grantor contracts with outside counsel or utilizes in-house legal counsel for the same.

5. Grantor’s Use of the Premises. Grantor retains the right to access and make full use of the Property, including the Easement Area, consistent with Grantees’ use of the Easement Area as permitted hereunder, for both itself and, to the extent allowed by Grantor, the public. Grantor shall not construct any structure on the Property that interferes with Grantees’ use of the Easement Area. During the term of the Easement, Grantor shall not plant or grow any trees, shrubs or other plants within or near the Easement Area that will impair the structural integrity of the Improvements.

6. Condition of the Property. Grantees agree and understand that they accept the Easement Area “AS IS” and without any warranties of any kind or nature, including without limitation any warranties as to the state of the Grantor’s title to the Property. Grantees acknowledge that the Property is a public facility and that the Parties cannot completely control or be responsible for the acts of the public (excluding the Parties’ respective employees, agents, and representatives) within the Property.

7. Workmanship. Grantees shall conduct all activities within the Easement Area in a neat and workmanlike manner so as not to unreasonably interfere with either Grantor’s or the public’s use and enjoyment of the Property, and without cost or liability to Grantor. Grantees shall take all reasonably necessary measures to protect Grantor, Grantor’s employees, and the general public from its activities within the Easement Area.

8. Surface Restoration of Land. Except as the Easement Area is necessarily modified to accommodate the Improvements, Grantees shall repair any physical damage done to the Property or the Easement Area by or resulting from its actions or operations. Grantees shall promptly restore, replace, re-vegetate, or repair the surface of the Easement Area to the original condition as near as may be reasonably possible. Such restoration, including seed mixture, topsoil, and ground preparation, shall be at Grantor’s reasonable direction.

9. Subjacent and Lateral Support. Neither Grantor nor Grantees shall impair the lateral or subjacent support of the Property or the Improvements located on or in the Easement Area.

10. Mechanics' and Materialmen's Liens. In no event shall Grantees allow any mechanics' or materialmen's liens to attach against the Easement Area or the Property for materials supplied or work performed at the request of, or for the benefit of, Grantees, and Grantees, to the extent expressly permitted by law, shall indemnify and hold Grantor harmless from any cost or expense incurred by Grantor to release any such mechanic's or materialmen's liens against the Easement Area or the Property.

11. Grantor Authority; Grantee's Responsibility to Obtain Other Approvals. Grantor covenants that it has the authority to grant the Easement as set forth herein. Grantees agree and understand that it is Grantees' responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: 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. Grantees agree that all Improvements shall meet or exceed all El Paso County standards and be approved and finally accepted pursuant to the applicable El Paso County approval and final acceptance processes.

12. Compliance with Laws and Regulations. It shall be the sole responsibility of Grantees to ensure that the Improvements comply at all times with applicable federal, state and local laws and regulations.

13. Insurance. Grantees represent and warrant to Grantor that each Grantee carries general liability insurance and agrees that, during their respective periods of use of the Easement Area, each will provide proper certificates of insurance naming Grantor as an additional insured for all work within the Easement Area, and that, during their respective periods of use of the Easement Area, Grantees' contractors will carry general liability insurance, worker's compensation insurance and automotive insurance. Prior to Grantees' first access to the Easement Area under this Agreement, Grantees will provide the Grantor with the Certificates of Insurance evidencing the insurance coverage described herein.

14. Indemnification. To the extent authorized by law, each Grantee shall defend, indemnify and hold Grantor free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and court awards including costs, expenses and attorneys' fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to such Grantee's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, related to such Grantee's use of the Easement Area and the Property, the construction and installation of the Improvements, and during the performance of this Agreement and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Grantor or the District pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

15. Grantor Representation. One or more Grantor representatives may be present on the Easement Area during any of the Grantees' activities under this Agreement.

16. Remedies. In the event of any breach of this Agreement, the non-breaching party may pursue and obtain any and all remedies or causes of action available to it at law or in equity.

17. Waiver. The failure of any 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 any 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 any Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

18. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

19. 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.

20. Binding. The Parties hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Grantor and Grantees.

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

22. Recording; Governing Law. This Agreement shall be recorded by the Grantor in the records of the El Paso County Clerk and Recorder's Office. This Agreement is made and shall be construed under the laws of the State of Colorado.

23. Notice. Notice shall be effective when sent certified mail, return receipt requested, addressed to the following:

Grantor

Board of County Commissioners  
200 S. Cascade  
Colorado Springs, CO 80903

With copies by US mail or email to: Amy Folsom  
El Paso County Attorney  
County Attorney's Office  
27 East Vermijo  
Colorado Springs, CO 80903  
Email: amyfolsom@elpasoco.com

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906  
Email: [timwolken@elpasoco.com](mailto:timwolken@elpasoco.com)

**GTL:**

GTL, Inc.  
Attn: Theodore Tchang  
3575 Kenyon Street, Suite 200  
San Diego, CA 92110  
Email: [ted@techbilt.com](mailto:ted@techbilt.com)

With a copy by US mail or email to: Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd., Ste 350  
Denver, CO 80206  
Email: [jha@ablawcolorado.com](mailto:jha@ablawcolorado.com)

**District:**

Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111

With a copy by US mail or email to: Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste. 2000  
Denver, CO 80203  
Email: [mdalton@spencerfane.com](mailto:mdalton@spencerfane.com)

*[The remainder of this page is intentionally left blank. Signature pages follow.]*



**GRANTOR:**

EL PASO COUNTY, COLORADO

By: *Dennis Hisey*  
Dennis Hisey, Chair 14-343C  
Board of County Commissioners  
El Paso County, Colorado

ATTEST:

*[Signature]*  
County Clerk & Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of County Commissioners, and as attested to by \_\_\_\_\_, County Clerk and Recorder.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN SECTIONS 20 AND 21, IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 120' WIDE CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

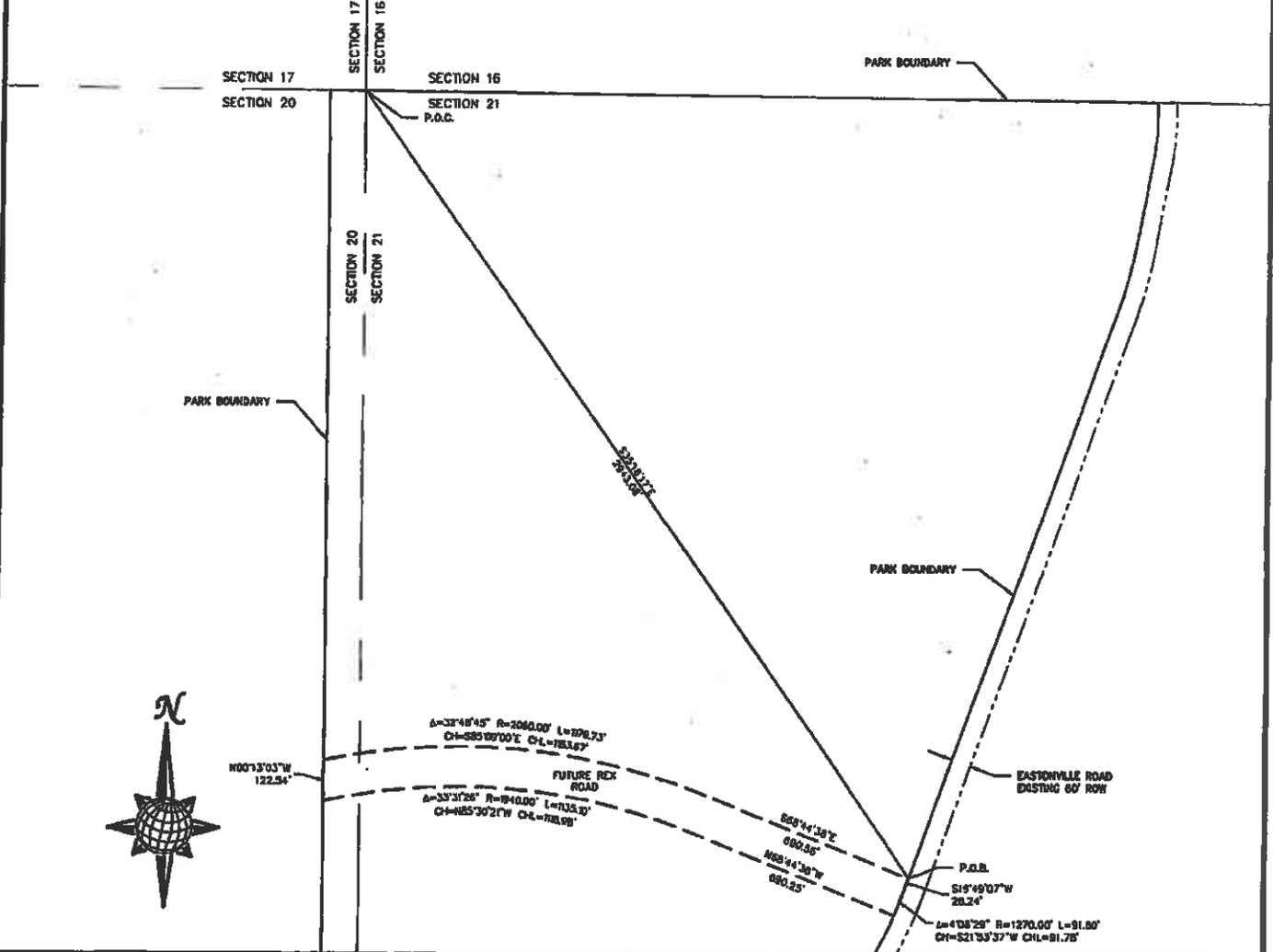
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S35°18'17"E A DISTANCE OF 2943.08 FEET TO THE WESERLY RIGHT OF WAY OF EASTONVILLE ROAD AND THE POINT OF BEGINNING;

THE FOLLOWING TWO (2) COURSES ARE ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD;

1. THENCE S19°49'07"W ON SAID LINE 28.24 FEET TO A POINT OF CURVE TO THE RIGHT;
2. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1270.00 FEET, A DELTA ANGLE OF 04°08'29", AN ARC LENGTH OF 91.80 FEET, WHOSE LONG CHORD BEARS S21°53'37"W A DISTANCE OF 91.76 FEET;
3. THENCE N68°44'38"W A DISTANCE OF 690.25 FEET TO A POINT OF CURVE TO THE LEFT;
4. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1940.00 FEET, A DELTA ANGLE OF 33°31'26", AN ARC LENGTH OF 1135.10 FEET, WHOSE LONG CHORD BEARS N85°30'21"W A DISTANCE OF 1118.98 FEET TO THE WESTERN BOUNDARY OF MERIDIAN RANCH REGIONAL PARK;
5. THENCE N00°13'03"W ON SAID LINE A DISTANCE OF 122.54 FEET TO A NON-TANGENT POINT OF CURVE TO THE RIGHT;
6. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 2060.00 FEET, A DELTA ANGLE OF 32°48'45", AN ARC LENGTH OF 1179.73 FEET, WHOSE LONG CHORD BEARS S85°09'00"E A DISTANCE OF 1163.67 FEET;
7. THENCE S68°44'38"E A DISTANCE OF 690.56 FEET TO THE POINT OF BEGINNING;

THE ABOVE PARCELS OF LAND CONTAIN 5.09 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).



1	SCALE: 1"=500'
	DATE: JUNE 2014
	DRAWN: LCG
	CHECK: RG

**MERIDIAN RANCH REGIONAL PARK**  
**120' CONSTRUCTION EASEMENT FOR REX RD**  
**EXHIBIT B**

**TECH CONTRACTORS**  
 12311 REX ROAD  
 FALCON, CO 80831  
 TELEPHONE: 719.485.7444  
 FAX: 719.485.2457

**EASEMENT AGREEMENT**  
(60' Utility Easement)

THIS EASEMENT AGREEMENT ("Agreement") is made this 19 day of Aug, 2014, by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO, a body corporate and politic and a political subdivision of the State of Colorado, hereinafter referred to as the "County" or "Grantor," and GTL, INC., a California corporation ("GTL"), and MERIDIAN SERVICE METROPOLITAN DISTRICT, a Colorado metropolitan district (the "District"), hereinafter referred to collectively as "Grantees." Grantor and Grantees may be collectively referred to herein as the Parties.

Recitals

WHEREAS, the Grantor owns real property in unincorporated El Paso County which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), which Property was conveyed to Grantor by GTL through a separate instrument in order to fulfill open space dedication requirements for various Meridian Ranch subdivision filings; and

WHEREAS, GTL and/or the District must install, construct, operate and maintain water, sanitary sewer and electric utilities on the Property; and

WHEREAS, Grantor desires to convey an easement to Grantees for installation, construction, operation, maintenance and repair of the various water, sanitary sewer and electric utilities on the Property.

Agreement

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

1. Incorporation of Recitals. The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.
2. Grant of Easement; Description of the Premises. Grantor hereby grants to Grantees and their successors and assigns a perpetual, non-exclusive easement ("Easement") in, over, across, upon, under and along that portion of the Property described in **Exhibit B**, attached hereto and incorporated by reference (the "Easement Area"), for the installation, construction and ongoing inspection, operation, maintenance, and repair of water, sanitary sewer and electric utilities and related facilities and appurtenances thereto (collectively, the "Improvements"). This Easement does not permit Grantees to install or construct any Improvements overhead.
3. Ownership of Improvements. Grantor agrees that the Improvements installed in, over, across, upon, under, and along the Easement Area shall remain the property of Grantees.

4. Operation, Maintenance and Repair. It shall be Grantees' obligation to inspect, operate, maintain and make any necessary repairs to the Improvements that Grantees install in, over, across, upon, under and along the Easement Area, unless such repairs are due to the negligent or willful acts or omissions of Grantor, its employees or agents. If repairs to Improvements are required as a result of Grantor's negligent or willful acts or omissions (but not as a result of the public's negligent or willful acts or omissions), Grantees, or either of them, shall give reasonable, written notice to Grantor specifying the necessary repairs. The notice shall provide a reasonable time to make the repairs. Grantor shall make such repairs at Grantor's sole cost and expense. Should Grantor fail to make such specified repairs, Grantees, or either of them, may make such repairs and Grantor shall reimburse Grantees the actual costs and expenses, as defined below, incurred in making such repairs.

5. Rights and Obligations of Grantor. Any time Grantor determines, in the exercise of its reasonable discretion, that the Improvements are not properly cleaned, maintained and/or otherwise kept in good repair, Grantor shall give reasonable, written notice to Grantees that the Improvements need to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should Grantees fail to correct the specified problem(s), Grantor may so correct the specified problem(s), and Grantees shall be jointly and severally responsible for reimbursing Grantor for its actual costs and expenses incurred in correcting the specified problem(s). This Agreement does not, however, expressly impose upon Grantor a duty to so inspect, clean, repair or maintain the Improvements.

6. Definition of "Actual Costs and Expenses." The term "actual costs and expenses" shall include, but not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs.

7. Costs and Attorney Fees. In the event any Party initiates any litigation or engages the services of legal counsel in order to enforce the provisions of paragraphs 4 or 5 above, the prevailing Party shall be entitled to its damages and costs, including reasonable attorney fees. This paragraph applies to Grantees regardless of whether Grantor contracts with outside counsel or utilizes in-house legal counsel for the same.

8. Grantor's Use of the Premises. Grantor retains the right to access and make full use of the Property, including the Easement Area, consistent with Grantees' use of the Easement Area as permitted hereunder, for both itself and, to the extent allowed by Grantor, the public. Grantor shall not construct any structure on the Property that interferes with Grantees' use of the Easement Area. Grantor shall not plant or grow any trees, shrubs or other plants within or near the Easement Area that will impair the structural integrity of the Improvements.

9. Condition of the Property. Grantees agree and understand that they accept the Easement Area "AS IS" and without any warranties of any kind or nature, including, without limitation, any warranties as to the state of the Grantor's title to the Property. Grantees acknowledge that the Property is a public facility and that the Parties cannot completely control or be responsible for the acts of the public (excluding the Parties' respective employees, agents, and representatives) within the Property.

10. Workmanship. Grantees shall conduct all activities within the Easement Area in a neat and workmanlike manner so as not to unreasonably interfere with either Grantor's or the public's use and enjoyment of the Property, and without cost or liability to Grantor. Grantees shall take all reasonably necessary measures to protect Grantor, Grantor's employees, and the general public from its activities within the Easement Area.

11. Surface Restoration of Land. Except as the Easement Area is necessarily modified to accommodate the Improvements, Grantees shall repair any physical damage done to the Easement Area by or resulting from its actions or operations. Grantees shall promptly restore, replace, re-vegetate, or repair the surface of the Easement Area to the original condition as near as may be reasonably possible. Such restoration, including seed mixture, topsoil, and ground preparation, shall be at Grantor's reasonable direction.

12. Subjacent and Lateral Support. Neither Grantor nor Grantees shall impair the lateral or subjacent support of the Property or the Improvements located on or in the Easement Area.

13. Mechanics' and Materialmen's Liens. In no event shall Grantees allow any mechanics' or materialmen's liens to attach against the Easement Area or the Property for materials supplied or work performed at the request of, or for the benefit of, Grantees, and Grantees, to the extent expressly permitted by law, shall indemnify and hold Grantor harmless from any cost or expense incurred by Grantor to release any such mechanic's or materialmen's liens against the Easement Area or the Property.

14. Grantor Authority; Grantees' Responsibility to Obtain Other Approvals. Grantor covenants that it has the authority to grant the Easement as set forth herein. Grantees agree and understand that it is Grantees' responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: 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. Grantees agree that all Improvements shall meet or exceed all El Paso County standards and be approved pursuant to the applicable El Paso County approval process.

15. Compliance with Laws and Regulations. It shall be the sole responsibility of Grantees to ensure that the Improvements comply at all times with applicable federal, state and local laws and regulations.

16. Insurance. Grantees represent and warrant to Grantor that they each carry general liability insurance and agree that, during their respective periods of use of the Easement Area, each will provide proper certificates of insurance naming Grantor as an additional insured for all work within the Easement Area, and that, during their respective periods of use of the Easement Area, Grantees' contractors will carry general liability insurance, worker's compensation insurance and automotive insurance. Prior to Grantees' first access to the Easement Area under this Agreement, Grantees will provide Grantor with the Certificates of Insurance evidencing the insurance coverage described herein.

17. Indemnification. To the extent authorized by law, each Grantee shall defend, indemnify and hold Grantor free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and court awards, including costs, expenses and attorney fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to such Grantee's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, related to such Grantee's use of the Easement Area, the operation and maintenance of the Improvements, and during the performance of this Agreement and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Grantor or the District pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

18. Grantor Representation. One or more Grantor representatives may be present on the Easement Area during any of Grantees' activities under this Agreement.

19. Remedies. In the event of any breach of this Agreement, the non-breaching party may pursue and obtain any and all remedies or causes of action available to it at law or in equity.

20. Waiver. The failure of any Party to insist, in any one or more instances, upon strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of any 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 any Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

21. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

22. 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.

23. Binding. The Parties hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Grantor and Grantees.

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

25. Recording; Governing Law. This Agreement shall be recorded by the Grantor in the records of the El Paso County Clerk and Recorder's Office. This Agreement is made and shall be construed under the laws of the State of Colorado.

26. **Notice.** Notice shall be effective when sent certified mail, return receipt requested, addressed to the following:

**Grantor** Board of County Commissioners  
200 S. Cascade  
Colorado Springs, CO 80903

With copies by US mail or email to: Amy Folsom  
El Paso County Attorney  
County Attorney's Office  
27 East Vermijo  
Colorado Springs, CO 80903  
Email: amyfolsom@elpasoco.com

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906  
Email: timwolken@elpasoco.com

**GTL:** GTL, Inc.  
Attn: Theodore Tchang  
3575 Kenyon Street, Suite 200  
San Diego, CA 92110  
Email: ted@techbilt.com

With a copy by US mail or email to: Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd., Ste 350  
Denver, CO 80206  
Email: jha@ablawcolorado.com

**District:** Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111

With a copy by US mail or email to: Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste. 2000  
Denver, CO 80203  
Email: mdalton@spencerfane.com

Made and entered into as of the date first set forth above.

**GRANTEES:**

**MERIDAN SERVICE METROPOLITAN DISTRICT:**

By: \_\_\_\_\_  
Name and Title

Attest: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Meridian Service Metropolitan District.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

GTL, INC.,  
a California corporation

By: \_\_\_\_\_  
Theodore Tchang, President

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Theodore Tchang, as President of the GTL, Inc., a California corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**GRANTOR:**

EL PASO COUNTY, COLORADO

By: *Dennis Hisey*  
Dennis Hisey, Chair 14-313D  
Board of County Commissioners  
El Paso County, Colorado

ATTEST

*Adrienne Williams*  
County Clerk & Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of County Commissioners, and as attested to by \_\_\_\_\_, County Clerk and Recorder.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**LEGAL DESCRIPTION:**

TWO PARCELS OF LAND LOCATED IN SECTIONS 20 & 21, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 7.84 ACRE PERMANENT UTILITY EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S89°25'52"E A DISTANCE OF 2380.76 FEET TO THE POINT OF BEGINNING;

1. THENCE S89°25'52"E ON THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 60.17 FEET TO A NON-TANGENT CURVE TO THE RIGHT AND THE WESTERLY RIGHT OF WAY OF EASTONVILLE ROAD;

THE FOLLOWING EIGHT (8) COURSES ARE ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD;

2. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A DELTA ANGLE OF 13°54'23", AN ARC LENGTH OF 162.62 FEET, WHOSE LONG CHORD BEARS S03°23'29"W A DISTANCE OF 162.22 FEET;

3. THENCE S10°18'59"W A DISTANCE OF 274.70 FEET TO A NON-TANGENT CURVE TO THE RIGHT;

4. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1370.00 FEET, A DELTA ANGLE OF 09°29'38", AN ARC LENGTH OF 227.01 FEET, WHOSE LONG CHORD BEARS S15°04'14"W A DISTANCE OF 226.75 FEET;

5. THENCE S19°49'07"W A DISTANCE OF 1863.37 FEET TO A NON-TANGENT CURVE TO THE RIGHT;

6. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1270.00 FEET, A DELTA ANGLE OF 12°00'46", AN ARC LENGTH OF 266.27 FEET, WHOSE LONG CHORD BEARS S25°49'46"W A DISTANCE OF 265.78 FEET;

THENCE S31°50'10"W A DISTANCE OF 1517.63 FEET TO A NON-TANGENT CURVE TO THE LEFT;

15. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1830.00 FEET, A DELTA ANGLE OF 39°00'58", AND ARC LENGTH OF 1246.15 FEET, WHOSE LONG CHORD BEARS S12°18'47"W A DISTANCE OF 1222.22 FEET;

16. THENCE S07°10'13"E A DISTANCE OF 134.17 FEET TO THE SOUTH LINE OF SAID SECTION 21;

17. THENCE N89°17'55"W ON SAID SOUTH LINE A DISTANCE OF 60.57 FEET;

18. THENCE N07°10'13"W ON SAID SOUTH LINE A DISTANCE OF 126.69 FEET TO A NON-TANGENT CURVE TO THE RIGHT;

19. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1890.00 FEET, A DELTA ANGLE OF 38°59'28", AND ARC LENGTH OF 1286.19 FEET, WHOSE LONG CHORD BEARS N12°19'34"E A DISTANCE OF 1261.51 FEET;

10. THENCE N31°50'10"E A DISTANCE OF 1517.63 FEET TO A NON-TANGENT CURVE TO THE LEFT;

11. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1210.00 FEET, A DELTA ANGLE OF 12°00'46", AN ARC LENGTH OF 253.69 FEET, WHOSE LONG CHORD BEARS N25°49'46"E A DISTANCE OF 253.23 FEET;

12. THENCE N19°49'07"E A DISTANCE OF 1863.37 FEET TO A NON-TANGENT CURVE TO THE LEFT;

13. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1310.00 FEET, A DELTA ANGLE OF 09°29'38", AN ARC LENGTH OF 217.07 FEET, WHOSE LONG CHORD BEARS N15°04'14"E A DISTANCE OF 216.82 FEET;

14. THENCE N10°18'59"E A DISTANCE OF 274.72 FEET TO A NON-TANGENT CURVE TO THE LEFT;

15. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 610.00 FEET, A DELTA ANGLE OF 14°18'48", AN ARC LENGTH OF 152.39 FEET, WHOSE LONG CHORD BEARS N03°11'16"E A DISTANCE OF 151.99 FEET TO THE POINT OF BEGINNING;

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).

S:\Civil\Proj\WMSMD Project\Regional Park\Adv\Exhibit\01 Regional Park Utility Easements.dwg, 8/13/2014 11:23:35 AM

1	SCALE: NA	<b>MERIDIAN RANCH REGIONAL PARK</b> 60' UTILITY EASEMENT EXHIBIT B	TECH CONTRACTORS 12311 REX ROAD FALCON, CO 80831 TELEPHONE: 719.485.7444 FAX: 719.485.2457
	DATE: AUG 2014		
	DRAWN: LCG		
	CHECK: RG		



**EASEMENT AGREEMENT**  
(40' Sanitary Sewer, Drainage and Grading Easement)

THIS EASEMENT AGREEMENT ("Agreement") is made this 19 day of Aug, 2014, by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO, a body corporate and politic and a political subdivision of the State of Colorado, hereinafter referred to as the "County" or "Grantor," and GTL, INC., a California corporation ("GTL"), and MERIDIAN SERVICE METROPOLITAN DISTRICT, a Colorado metropolitan district (the "District"), hereinafter referred to collectively as "Grantees." Grantor and Grantees may be collectively referred to herein as the Parties.

Recitals

WHEREAS, the Grantor owns real property in unincorporated El Paso County which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), which Property was conveyed to Grantor by GTL through a separate instrument in order to fulfill open space dedication requirements for various Meridian Ranch subdivision filings; and

WHEREAS, GTL and/or the District must install, construct, operate and maintain pipelines and other drainage facilities, sanitary sewer utilities and related facilities and appurtenances, and conduct grading activities and maintain grading on the Property; and

WHEREAS, Grantor desires to convey an easement to Grantees for installation, construction, operation, maintenance and repair of the various drainage facilities and sanitary sewer facilities and for grading activities and maintenance on the Property.

Agreement

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

1. Incorporation of Recitals. The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.
2. Grant of Easement; Description of the Premises. Grantor hereby grants to Grantees and their successors and assigns a perpetual, non-exclusive easement ("Easement") in, over, across, upon, under and along that portion of the Property described in **Exhibit B**, attached hereto and incorporated by reference (the "Easement Area"), for the installation, construction and ongoing inspection, operation, maintenance, and repair of pipelines and any other drainage facilities and related appurtenances thereto, and sanitary sewer utilities, facilities and related appurtenances, and for grading activities, including, but not limited to, construction and maintenance of grading and slopes, and related facilities and appurtenances thereto (collectively, the "Improvements").

3. Ownership of Improvements. Grantor agrees that the Improvements installed in, over, across, upon, under, and along the Easement Area shall remain the property of Grantees.
4. Operation, Maintenance and Repair. It shall be Grantees' obligation to inspect, operate, maintain and make any necessary repairs to the Improvements that Grantees install in, over, across, upon, under and along the Easement Area, unless such repairs are due to the negligent or willful acts or omissions of Grantor, its employees or agents. If repairs to Improvements are required as a result of Grantor's negligent or willful acts or omissions (but not as a result of the public's negligent or willful acts or omissions), Grantees, or either of them, shall give reasonable, written notice to Grantor specifying the necessary repairs. The notice shall provide a reasonable time to make the repairs. Grantor shall make such repairs at Grantor's sole cost and expense. Should Grantor fail to make such specified repairs, Grantees, or either of them, may make such repairs and Grantor shall reimburse Grantees the actual costs and expenses, as defined below, incurred in making such repairs.
5. Rights and Obligations of Grantor. Any time Grantor determines, in the exercise of its reasonable discretion, that the Improvements are not properly cleaned, maintained and/or otherwise kept in good repair, Grantor shall give reasonable, written notice to Grantees that the Improvements need to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should Grantees fail to correct the specified problem(s), Grantor may so correct the specified problem(s) and Grantees shall be jointly and severally responsible for reimbursing Grantor for its actual costs and expenses incurred in correcting the specified problem(s). This Agreement does not, however, expressly impose upon Grantor a duty to so inspect, clean, repair or maintain the Improvements.
6. Definition of "Actual Costs and Expenses." The term "actual costs and expenses" shall include, but not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs.
7. Costs and Attorney Fees. In the event any Party initiates any litigation or engages the services of legal counsel in order to enforce the provisions of paragraphs 4 or 5 above, the prevailing Party shall be entitled to its damages and costs, including reasonable attorney fees. This paragraph applies to Grantees regardless of whether Grantor contracts with outside counsel or utilizes in-house legal counsel for the same.
8. Grantor's Use of the Premises. Grantor retains the right to access and make full use of the Property, including the Easement Area, consistent with Grantees' use of the Easement Area as permitted hereunder, for both itself and, to the extent allowed by Grantor, the public. Grantor shall not construct any structure on the Property that interferes with Grantees' use of the Easement Area. Grantor shall not plant or grow any trees, shrubs or other plants within or near the Easement Area that will impair the structural integrity of the Improvements.
9. Condition of the Property. Grantees agree and understand that they accept the Easement Area "AS IS" and without any warranties of any kind or nature, including, without limitation, any warranties as to the state of the Grantor's title to the Property. Grantees acknowledge that the Property is a public facility and that the Parties cannot completely control

or be responsible for the acts of the public (excluding the Parties' respective employees, agents, and representatives) within the Property.

10. Workmanship. Grantees shall conduct all activities within the Easement Area in a neat and workmanlike manner so as not to unreasonably interfere with either Grantor's or the public's use and enjoyment of the Property, and without cost or liability to Grantor. Grantees shall take all reasonably necessary measures to protect Grantor, Grantor's employees, and the general public from its activities within the Easement Area.

11. Surface Restoration of Land. Except as the Easement Area is necessarily modified to accommodate the Improvements, Grantees shall repair any physical damage done to the Easement Area by or resulting from its actions or operations. Grantees shall promptly restore, replace, re-vegetate, or repair the surface of the Easement Area to the original condition as near as may be reasonably possible. Such restoration, including seed mixture, topsoil, and ground preparation, shall be at Grantor's reasonable direction.

12. Subjacent and Lateral Support. Neither Grantor nor Grantees shall impair the lateral or subjacent support of the Property or the Improvements located on or in the Easement Area.

13. Mechanics' and Materialmen's Liens. In no event shall Grantees allow any mechanics' or materialmen's liens to attach against the Easement Area or the Property for materials supplied or work performed at the request of, or for the benefit of, Grantees, and Grantees, to the extent expressly permitted by law, shall indemnify and hold Grantor harmless from any cost or expense incurred by Grantor to release any such mechanic's or materialmen's liens against the Easement Area or the Property.

14. Grantor Authority; Grantees' Responsibility to Obtain Other Approvals. Grantor covenants that it has the authority to grant the Easement as set forth herein. Grantees agree and understand that it is Grantees' responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: 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. Grantees agree that all Improvements shall meet or exceed all El Paso County standards and be approved pursuant to the applicable El Paso County approval process.

15. Compliance with Laws and Regulations. It shall be the sole responsibility of Grantees to ensure that the Improvements comply at all times with applicable federal, state and local laws and regulations.

16. Insurance. Grantees represent and warrant to Grantor that they each carry general liability insurance and agree that, during their respective periods of use of the Easement Area, each will provide proper certificates of insurance naming Grantor as an additional insured for all work within the Easement Area, and that, during their respective periods of use of the Easement Area, Grantees' contractors will carry general liability insurance, worker's compensation insurance and automotive insurance. Prior to Grantees' first access to the Easement Area under

this Agreement, Grantees will provide Grantor with the Certificates of Insurance evidencing the insurance coverage described herein.

17. Indemnification. To the extent authorized by law, each Grantee shall defend, indemnify and hold Grantor free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and court awards, including costs, expenses and attorney fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to such Grantee's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, related to such Grantee's use of the Easement Area, the operation and maintenance of the Improvements, and during the performance of this Agreement and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Grantor or the District pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

18. Grantor Representation. One or more Grantor representatives may be present on the Easement Area during any of Grantees' activities under this Agreement.

19. Remedies. In the event of any breach of this Agreement, the non-breaching party may pursue and obtain any and all remedies or causes of action available to it at law or in equity.

20. Waiver. The failure of any Party to insist, in any one or more instances, upon strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of any 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 any Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

21. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

22. 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.

23. Binding. The Parties hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Grantor and Grantees.

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

25. Recording: Governing Law. This Agreement shall be recorded by the Grantor in the records of the El Paso County Clerk and Recorder's Office. This Agreement is made and shall be construed under the laws of the State of Colorado.

26. Notice. Notice shall be effective when sent certified mail, return receipt requested, addressed to the following:

Grantor Board of County Commissioners  
200 S. Cascade  
Colorado Springs, CO 80903

With copies by US mail or email to: Amy Folsom  
El Paso County Attorney  
County Attorney's Office  
27 East Vermijo  
Colorado Springs, CO 80903  
Email: amyfolsom@elpasoco.com

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906  
Email: timwolken@elpasoco.com

GTL: GTL, Inc.  
Attn: Theodore Tchang  
3575 Kenyon Street, Suite 200  
San Diego, CA 92110  
Email: ted@techbilt.com

With a copy by US mail or email to: Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd, Ste 350  
Denver, CO 80206  
Email: jha@ablawcolorado.com

District: Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111

With a copy by US mail or email to: Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste.2000  
Denver, CO 80203  
Email: mdalton@spencerfane.com



**GRANTOR:**

**EL PASO COUNTY, COLORADO**

By: *Dennis Hisey*  
Dennis Hisey, Chair *14-7/3E*  
Board of County Commissioners  
El Paso County, Colorado

**ATTEST:**

*Debra Williams*  
County Clerk & Recorder

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the County Attorney

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of County Commissioners, and as attested to by \_\_\_\_\_, County Clerk and Recorder.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**LEGAL DESCRIPTION:**

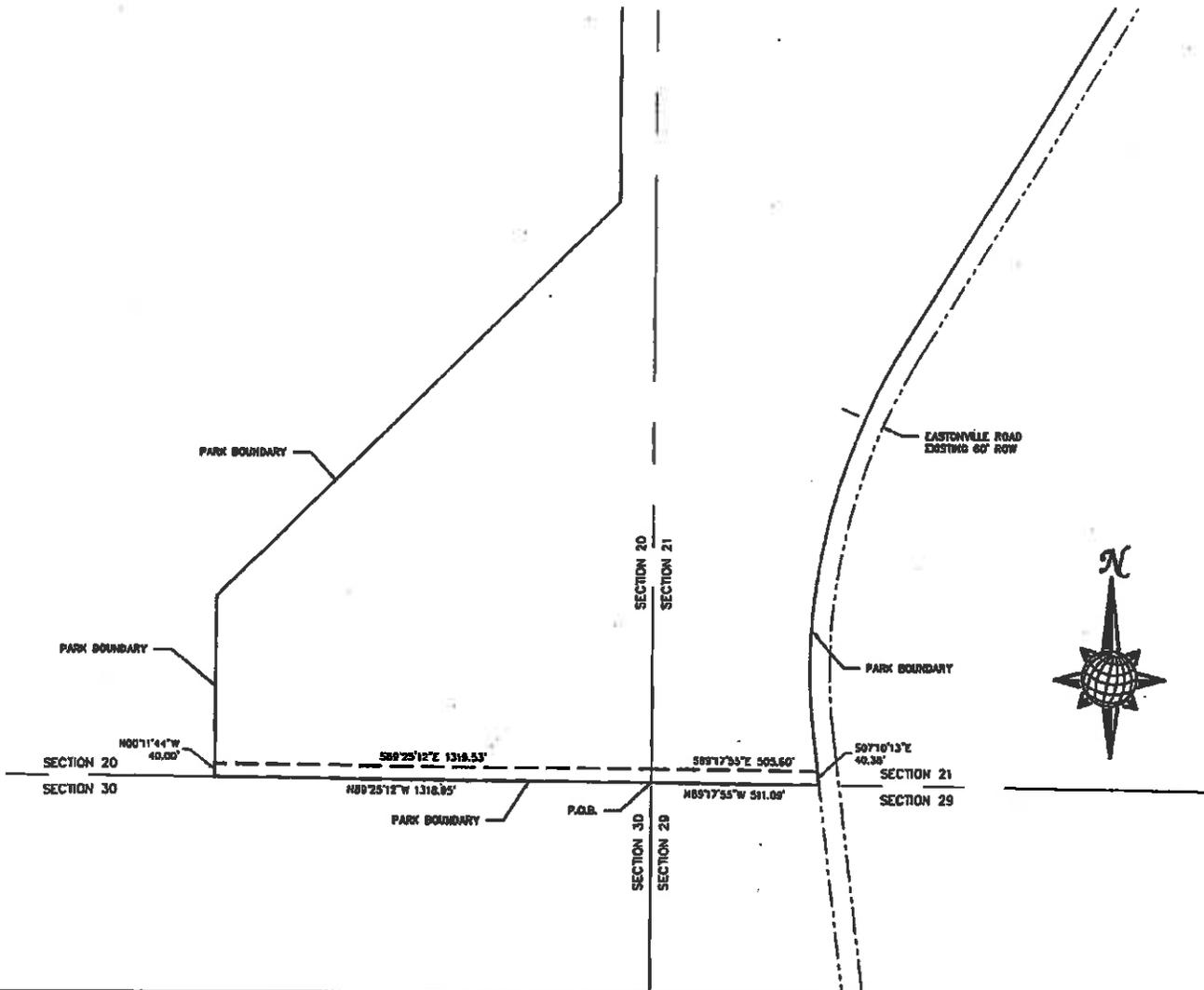
A PARCEL OF LAND LOCATED IN SECTION 20 AND 21, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 1.68 ACRE PERMANENT UTILITY, DRAINAGE, AND GRADING EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 20;

1. THENCE N89°25'12"W ON THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 1318.95 FEET TO THE WESTERN BOUNDARY OF MERIDIAN RANCH REGIONAL PARK;
2. THENCE N00°11'44"W ON SAID BOUNDARY A DISTANCE OF 40.00 FEET;
3. THENCE S89°25'12"E A DISTANCE OF 1319.53
4. THENCE S89°17'55"E A DISTANCE OF 505.60 FEET TO THE EASTERN BOUNDARY OF MERIDIAN RANCH REGIONAL PARK AND THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD;
5. THENCE S07°10'13"E ON SAID LINE A DISTANCE OF 40.38 FEET TO THE SOUTH LINE OF SAID SECTION 21;
6. THENCE N89°17'55"W ON SAID SOUTH LINE A DISTANCE OF 511.09 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).



1	SCALE: 1"=500'
	DATE: JUNE 2014
	DRAWN: LCG
	CHECK: RG

**MERIDIAN RANCH REGIONAL PARK**  
 40' SANITARY, DRAINAGE, & GRADING ESMT  
 EXHIBIT B

TECH CONTRACTORS  
 12311 REX ROAD  
 FALCON, CO 80831  
 TELEPHONE: 719.495.7444  
 FAX: 719.485.2457

**EASEMENT AGREEMENT**  
(40' Drainage and Grading Easement)

THIS EASEMENT AGREEMENT ("Agreement") is made this 19 day of Aug, 2014, by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO, a body corporate and politic and a political subdivision of the State of Colorado, hereinafter referred to as the "County" or "Grantor," and GTL, INC., a California corporation ("GTL"), and MERIDIAN SERVICE METROPOLITAN DISTRICT, a Colorado metropolitan district (the "District"), hereinafter referred to collectively as "Grantees." Grantor and Grantees may be collectively referred to herein as the Parties.

Recitals

WHEREAS, the Grantor owns real property in unincorporated El Paso County which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), which Property was conveyed to Grantor by GTL through a separate instrument in order to fulfill open space dedication requirements for various Meridian Ranch subdivision filings; and

WHEREAS, GTL and/or the District must install, construct, operate and maintain pipelines and other drainage facilities and conduct grading activities and maintain grading on the Property; and

WHEREAS, Grantor desires to convey an easement to Grantees for installation, construction, operation, maintenance and repair of the various drainage facilities and grading activities and maintenance on the Property.

Agreement

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

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2. Grant of Easement; Description of the Premises. Grantor hereby grants to Grantees and their successors and assigns a perpetual, non-exclusive easement ("Easement") in, over, across, upon, under and along that portion of the Property described in **Exhibit B**, attached hereto and incorporated by reference (the "Easement Area"), for the installation, construction and ongoing inspection, operation, maintenance, and repair of pipelines and any other drainage facilities and related appurtenances thereto, and for grading activities, including, but not limited to, construction and maintenance of grading and slopes, and related facilities and appurtenances thereto (collectively, the "Improvements").

3. Ownership of Improvements. Grantor agrees that the Improvements installed in, over, across, upon, under, and along the Easement Area shall remain the property of Grantees.

4. Operation, Maintenance and Repair. It shall be Grantees' obligation to inspect, operate, maintain and make any necessary repairs to the Improvements that Grantees install in, over, across, upon, under and along the Easement Area, unless such repairs are due to the negligent or willful acts or omissions of Grantor, its employees or agents. If repairs to Improvements are required as a result of Grantor's negligent or willful acts or omissions (but not as a result of the public's negligent or willful acts or omissions), Grantees, or either of them, shall give reasonable, written notice to Grantor specifying the necessary repairs. The notice shall provide a reasonable time to make the repairs. Grantor shall make such repairs at Grantor's sole cost and expense. Should Grantor fail to make such specified repairs, Grantees, or either of them, may make such repairs and Grantor shall reimburse Grantees the actual costs and expenses, as defined below, incurred in making such repairs.

5. Rights and Obligations of Grantor. Any time Grantor determines, in the exercise of its reasonable discretion, that the Improvements are not properly cleaned, maintained and/or otherwise kept in good repair, Grantor shall give reasonable, written notice to Grantees that the Improvements need to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should Grantees fail to correct the specified problem(s), Grantor may so correct the specified problem(s) and Grantees shall be jointly and severally responsible for reimbursing Grantor for its actual costs and expenses incurred in correcting the specified problem(s). This Agreement does not, however, expressly impose upon Grantor a duty to so inspect, clean, repair or maintain the Improvements.

6. Definition of "Actual Costs and Expenses." The term "actual costs and expenses" shall include, but not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs.

7. Costs and Attorney Fees. In the event any Party initiates any litigation or engages the services of legal counsel in order to enforce the provisions of paragraphs 4 or 5 above, the prevailing Party shall be entitled to its damages and costs, including reasonable attorney fees. This paragraph applies to Grantees regardless of whether Grantor contracts with outside counsel or utilizes in-house legal counsel for the same.

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9. Condition of the Property. Grantees agree and understand that they accept the Easement Area "AS IS" and without any warranties of any kind or nature, including, without limitation, any warranties as to the state of the Grantor's title to the Property. Grantees acknowledge that the Property is a public facility and that the Parties cannot completely control or be responsible for the acts of the public (excluding the Parties' respective employees, agents, and representatives) within the Property.

10. Workmanship. Grantees shall conduct all activities within the Easement Area in a neat and workmanlike manner so as not to unreasonably interfere with either Grantor's or the public's use and enjoyment of the Property, and without cost or liability to Grantor. Grantees shall take all reasonably necessary measures to protect Grantor, Grantor's employees, and the general public from its activities within the Easement Area.
11. Surface Restoration of Land. Except as the Easement Area is necessarily modified to accommodate the Improvements, Grantees shall repair any physical damage done to the Easement Area by or resulting from its actions or operations. Grantees shall promptly restore, replace, re-vegetate, or repair the surface of the Easement Area to the original condition as near as may be reasonably possible. Such restoration, including seed mixture, topsoil, and ground preparation, shall be at Grantor's reasonable direction.
12. Subjacent and Lateral Support. Neither Grantor nor Grantees shall impair the lateral or subjacent support of the Property or the Improvements located on or in the Easement Area.
13. Mechanics' and Materialmen's Liens. In no event shall Grantees allow any mechanics' or materialmen's liens to attach against the Easement Area or the Property for materials supplied or work performed at the request of, or for the benefit of, Grantees, and Grantees, to the extent expressly permitted by law, shall indemnify and hold Grantor harmless from any cost or expense incurred by Grantor to release any such mechanic's or materialmen's liens against the Easement Area or the Property.
14. Grantor Authority; Grantees' Responsibility to Obtain Other Approvals. Grantor covenants that it has the authority to grant the Easement as set forth herein. Grantees agree and understand that it is Grantees' responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: 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. Grantees agree that all Improvements shall meet or exceed all El Paso County standards and be approved pursuant to the applicable El Paso County approval process.
15. Compliance with Laws and Regulations. It shall be the sole responsibility of Grantees to ensure that the Improvements comply at all times with applicable federal, state and local laws and regulations.
16. Insurance. Grantees represent and warrant to Grantor that they each carry general liability insurance and agree that, during their respective periods of use of the Easement Area, each will provide proper certificates of insurance naming Grantor as an additional insured for all work within the Easement Area, and that, during their respective periods of use of the Easement Area, Grantees' contractors will carry general liability insurance, worker's compensation insurance and automotive insurance. Prior to Grantees' first access to the Easement Area under this Agreement, Grantees will provide Grantor with the Certificates of Insurance evidencing the insurance coverage described herein.

17. Indemnification. To the extent authorized by law, each Grantee shall defend, indemnify and hold Grantor free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and court awards, including costs, expenses and attorney fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to such Grantee's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, related to such Grantee's use of the Easement Area, the operation and maintenance of the Improvements, and during the performance of this Agreement and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Grantor or the District pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

18. Grantor Representation. One or more Grantor representatives may be present on the Easement Area during any of Grantees' activities under this Agreement.

19. Remedies. In the event of any breach of this Agreement, the non-breaching party may pursue and obtain any and all remedies or causes of action available to it at law or in equity.

20. Waiver. The failure of any Party to insist, in any one or more instances, upon strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of any 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 any Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

21. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

22. 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.

23. Binding. The Parties hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Grantor and Grantees.

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

25. Recording; Governing Law. This Agreement shall be recorded by the Grantor in the records of the El Paso County Clerk and Recorder's Office. This Agreement is made and shall be construed under the laws of the State of Colorado.

26. Notice. Notice shall be effective when sent certified mail, return receipt requested, addressed to the following:

Grantor Board of County Commissioners  
200 S. Cascade  
Colorado Springs, CO 80903

With copies by US mail or email to: Amy Folsom  
El Paso County Attorney  
County Attorney's Office  
27 East Vermijo  
Colorado Springs, CO 80903  
Email: amyfolsom@elpasoco.com

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906  
Email: timwolken@elpasoco.com

GTL: GTL, Inc.  
Attn: Theodore Tchang  
3575 Kenyon Street, Suite 200  
San Diego, CA 92110  
Email: ted@techbilt.com

With a copy by US mail or email to: Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd, Ste 350  
Denver, CO 80206  
Email: jha@ablawcolorado.com

District: Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111

With a copy by US mail or email to: Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste. 2000  
Denver, CO 80203  
Email: mdalton@spencerfane.com

Made and entered into as of the date first set forth above.

**GRANTEES:**

**MERIDAN SERVICE METROPOLITAN DISTRICT:**

By: \_\_\_\_\_  
Name and Title

Attest: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Meridian Service Metropolitan District.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

GTL, INC.,  
a California corporation

By: \_\_\_\_\_  
Theodore Tchang, President

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Theodore Tchang, as President of the GTL, Inc., a California corporation.

Witness my hand and official seal.

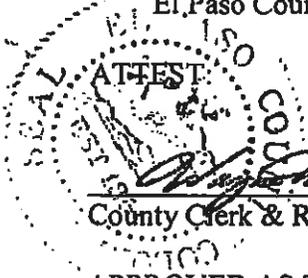
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**GRANTOR:**

EL PASO COUNTY, COLORADO

By: *Dennis Hisey*  
Dennis Hisey, Chair 14-313F  
Board of County Commissioners  
El Paso County, Colorado

 ATTEST:  
*W. Williams*  
County Clerk & Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of County Commissioners, and as attested to by \_\_\_\_\_, County Clerk and Recorder.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN SECTION 20, IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 5.30 ACRE PERMANENT DRAINAGE AND GRADING EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 20, THENCE N89°25'43"W ON NORTH LINE OF SAID SECTION 20 A DISTANCE OF 70.01 FEET TO THE POINT OF BEGINNING;

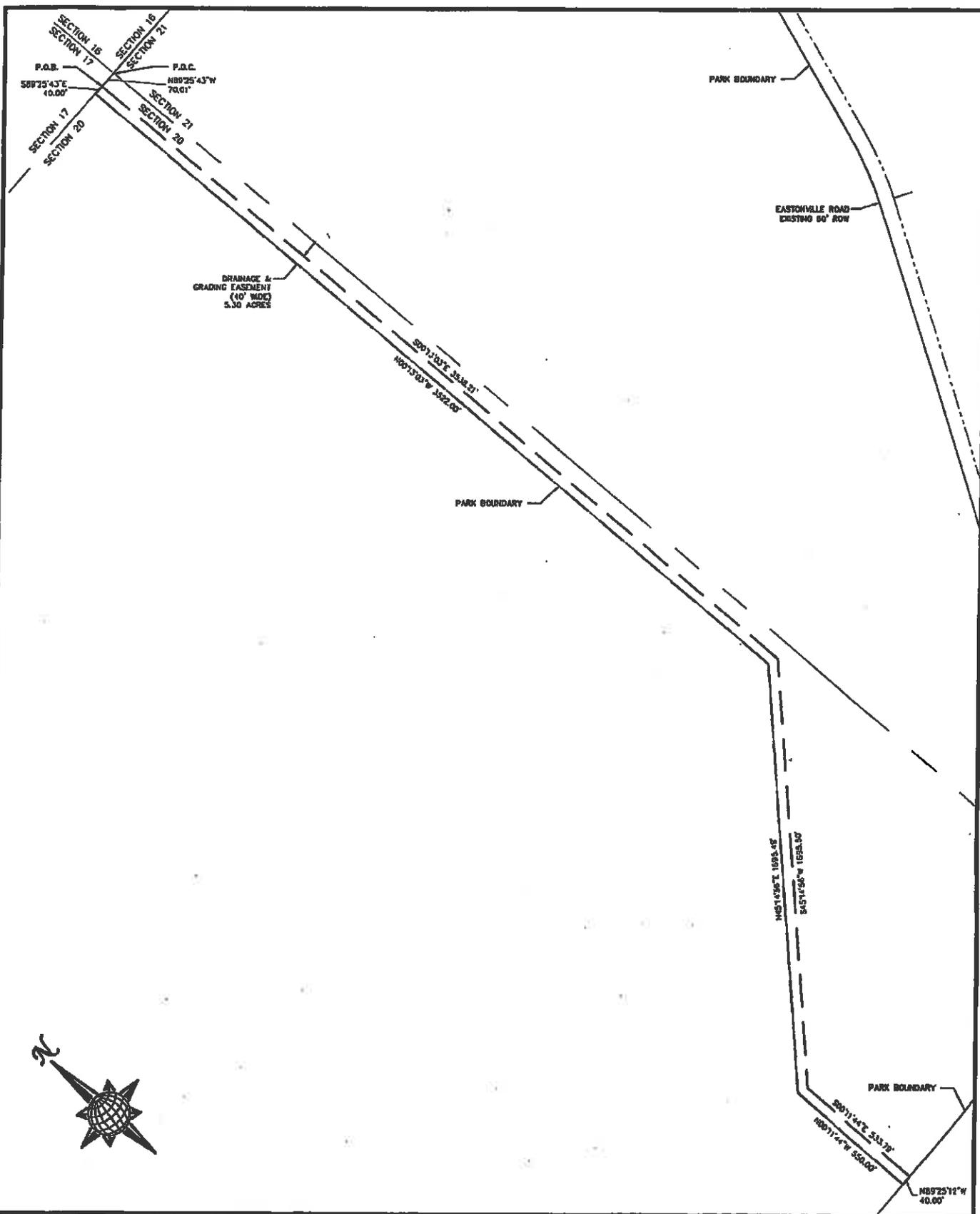
1. THENCE S00°13'03"E A DISTANCE OF 3538.21 FEET;
2. THENCE S45°14'56"W A DISTANCE OF 1695.50 FEET;
3. THENCE S00°11'44"E A DISTANCE OF 533.79 FEET TO THE SOUTHERLY BOUNDARY OF SAID SECTION 20 AND THE SOUTHERN BOUNDARY OF MERIDIAN RANCH REGIONAL PARK;
4. THENCE N89°25'12"W ON SAID SOUTH LINE A DISTANCE OF 40.00 FEET TO THE WESTERN BOUNDARY OF MERIDIAN RANCH REGIONAL PARK;

THE FOLLOWING THREE (3) COURSES ARE ON SAID WESTERN BOUNDARY OF MERIDIAN RANCH REGIONAL PARK;

5. THENCE N00°11'44"E A DISTANCE OF 550.00 FEET;
6. THENCE N45°14'56"E A DISTANCE OF 1695.49 FEET;
7. THENCE N00°13'03"W A DISTANCE OF 3522.00 FEET TO THE NORTH LINE OF SAID SECTION 20;
8. THENCE S89°25'43"E ON SAID NORTH LINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).

<b>1</b>	SCALE: NA	<b>MERIDIAN RANCH REGIONAL PARK</b> 40' DRAINAGE AND GRADING EASEMENT EXHIBIT B	<b>TECH CONTRACTORS</b> 12311 REX ROAD FALCON, CO 80831 TELEPHONE: 719.495.7444 FAX: 719.495.2457
	DATE: JUNE 2014		
	DRAWN: LCG		
	CHECK: RG		



<b>2</b>	SCALE: 1"=500'	<b>MERIDIAN RANCH REGIONAL PARK</b> 40' DRAINAGE AND GRADING EASEMENT EXHIBIT B	<b>TECH CONTRACTORS</b> 12311 REX ROAD FALCON, CO 80831 TELEPHONE: 719.495.7444 FAX: 719.495.2457
	DATE: JUNE 2014		
	DRAWN: LCG		
	CHECK: RG		

**EASEMENT AGREEMENT**  
(120' Sanitary Sewer Easement)

THIS EASEMENT AGREEMENT ("Agreement") is made this 19 day of Aug., 2014, by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO, a body corporate and politic and a political subdivision of the State of Colorado, hereinafter referred to as the "County" or "Grantor," and GTL, INC., a California corporation ("GTL"), and MERIDIAN SERVICE METROPOLITAN DISTRICT, a Colorado metropolitan district (the "District"), hereinafter referred to collectively as "Grantees." Grantor and Grantees may be collectively referred to herein as the Parties.

**Recitals**

WHEREAS, the Grantor owns real property in unincorporated El Paso County which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), which Property was conveyed to Grantor by GTL through a separate instrument in order to fulfill open space dedication requirements for various Meridian Ranch subdivision filings; and

WHEREAS, GTL and/or the District must install, construct, operate and maintain sanitary sewer utilities and related facilities and appurtenances on the Property; and

WHEREAS, Grantor desires to convey an easement to Grantees for installation, construction, operation, maintenance and repair of the various sanitary sewer facilities on the Property.

**Agreement**

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

1. **Incorporation of Recitals.** The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.
2. **Grant of Easement: Description of the Premises.** Grantor hereby grants to Grantees and their successors and assigns a perpetual, non-exclusive easement ("Easement") in, over, across, upon, under and along that portion of the Property described in **Exhibit B**, attached hereto and incorporated by reference (the "Easement Area"), for the installation, construction and ongoing inspection, operation, maintenance, and repair of sanitary sewer utilities, facilities and related appurtenances (collectively, the "Improvements").
3. **Modification of Easement Area.** Grantees shall notify Grantor when the initial Improvements, including the sanitary sewer line, have been installed, and the Parties shall work together in good faith to modify and reduce the Easement Area to a reasonable size to accommodate the Improvements, which area shall be approximately twenty feet (20') on each side of the alignment of the sanitary sewer line; provided, however, that the modified Easement

Area shall be subject to mutual agreement of the Parties. Upon mutual agreement of the Parties to the modified Easement Area, this Agreement will be amended to replace Exhibit B to reflect the modified Easement Area.

4. Ownership of Improvements. Grantor agrees that the Improvements installed in, over, across, upon, under, and along the Easement Area shall remain the property of Grantees.

5. Operation, Maintenance and Repair. It shall be Grantees' obligation to inspect, operate, maintain and make any necessary repairs to the Improvements that Grantees install in, over, across, upon, under and along the Easement Area, unless such repairs are due to the negligent or willful acts or omissions of Grantor, its employees or agents. If repairs to Improvements are required as a result of Grantor's negligent or willful acts or omissions (but not as a result of the public's negligent or willful acts or omissions), Grantees, or either of them, shall give reasonable, written notice to Grantor specifying the necessary repairs. The notice shall provide a reasonable time to make the repairs. Grantor shall make such repairs at Grantor's sole cost and expense. Should Grantor fail to make such specified repairs, Grantees, or either of them, may make such repairs and Grantor shall reimburse Grantees the actual costs and expenses, as defined below, incurred in making such repairs.

6. Rights and Obligations of Grantor. Any time Grantor determines, in the exercise of its reasonable discretion, that the Improvements are not properly cleaned, maintained and/or otherwise kept in good repair, Grantor shall give reasonable, written notice to Grantees that the Improvements need to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should Grantees fail to correct the specified problem(s), Grantor may so correct the specified problem(s) and Grantees shall be jointly and severally responsible for reimbursing Grantor for its actual costs and expenses incurred in correcting the specified problem(s). This Agreement does not, however, expressly impose upon Grantor a duty to so inspect, clean, repair or maintain the Improvements.

7. Definition of "Actual Costs and Expenses." The term "actual costs and expenses" shall include, but not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs.

8. Costs and Attorney Fees. In the event any Party initiates any litigation or engages the services of legal counsel in order to enforce the provisions of paragraphs 4 or 5 above, the prevailing Party shall be entitled to its damages and costs, including reasonable attorney fees. This paragraph applies to Grantees regardless of whether Grantor contracts with outside counsel or utilizes in-house legal counsel for the same.

9. Grantor's Use of the Premises. Grantor retains the right to access and make full use of the Property, including the Easement Area, consistent with Grantees' use of the Easement Area as permitted hereunder, for both itself and, to the extent allowed by Grantor, the public. Grantor shall not construct any structure on the Property that interferes with Grantees' use of the Easement Area. Grantor shall not plant or grow any trees, shrubs or other plants within or near the Easement Area that will impair the structural integrity of the Improvements.

10. Condition of the Property. Grantees agree and understand that they accept the Easement Area "AS IS" and without any warranties of any kind or nature, including, without limitation, any warranties as to the state of the Grantor's title to the Property. Grantees acknowledge that the Property is a public facility and that the Parties cannot completely control or be responsible for the acts of the public (excluding the Parties' respective employees, agents, and representatives) within the Property.

11. Workmanship. Grantees shall conduct all activities within the Easement Area in a neat and workmanlike manner so as not to unreasonably interfere with either Grantor's or the public's use and enjoyment of the Property, and without cost or liability to Grantor. Grantees shall take all reasonably necessary measures to protect Grantor, Grantor's employees, and the general public from its activities within the Easement Area.

12. Surface Restoration of Land. Except as the Easement Area is necessarily modified to accommodate the Improvements, Grantees shall repair any physical damage done to the Easement Area by or resulting from its actions or operations. Grantees shall promptly restore, replace, re-vegetate, or repair the surface of the Easement Area to the original condition as near as may be reasonably possible. Such restoration, including seed mixture, topsoil, and ground preparation, shall be at Grantor's reasonable direction.

13. Subjacent and Lateral Support. Neither Grantor nor Grantees shall impair the lateral or subjacent support of the Property or the Improvements located on or in the Easement Area.

14. Mechanics' and Materialmen's Liens. In no event shall Grantees allow any mechanics' or materialmen's liens to attach against the Easement Area or the Property for materials supplied or work performed at the request of, or for the benefit of, Grantees, and Grantees, to the extent expressly permitted by law, shall indemnify and hold Grantor harmless from any cost or expense incurred by Grantor to release any such mechanic's or materialmen's liens against the Easement Area or the Property.

15. Grantor Authority; Grantees' Responsibility to Obtain Other Approvals. Grantor covenants that it has the authority to grant the Easement as set forth herein. Grantees agree and understand that it is Grantees' responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: 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. Grantees agree that all Improvements shall meet or exceed all El Paso County standards and be approved pursuant to the applicable El Paso County approval process.

16. Compliance with Laws and Regulations. It shall be the sole responsibility of Grantees to ensure that the Improvements comply at all times with applicable federal, state and local laws and regulations.

17. Insurance. Grantees represent and warrant to Grantor that they each carry general liability insurance and agree that, during their respective periods of use of the Easement Area,

each will provide proper certificates of insurance naming Grantor as an additional insured for all work within the Easement Area, and that, during their respective periods of use of the Easement Area, Grantees' contractors will carry general liability insurance, worker's compensation insurance and automotive insurance. Prior to Grantees' first access to the Easement Area under this Agreement, Grantees will provide Grantor with the Certificates of Insurance evidencing the insurance coverage described herein.

18. Indemnification. To the extent authorized by law, each Grantee shall defend, indemnify and hold Grantor free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and court awards, including costs, expenses and attorney fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to such Grantee's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, related to such Grantee's use of the Easement Area, the operation and maintenance of the Improvements, and during the performance of this Agreement and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Grantor or the District pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

19. Grantor Representation. One or more Grantor representatives may be present on the Easement Area during any of Grantees' activities under this Agreement.

20. Remedies. In the event of any breach of this Agreement, the non-breaching party may pursue and obtain any and all remedies or causes of action available to it at law or in equity.

21. Waiver. The failure of any Party to insist, in any one or more instances, upon strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of any 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 any Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

22. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

23. 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.

24. Binding. The Parties hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Grantor and Grantees.

25. No Third Party Beneficiaries. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to

claim any damages, or to bring any legal action or other proceeding against any party for any breach or other failure to perform this Agreement.

26. Recording; Governing Law. This Agreement shall be recorded by the Grantor in the records of the El Paso County Clerk and Recorder's Office. This Agreement is made and shall be construed under the laws of the State of Colorado.

27. Notice. Notice shall be effective when sent certified mail, return receipt requested, addressed to the following:

Grantor Board of County Commissioners  
200 S. Cascade  
Colorado Springs, CO 80903

With copies by US mail or email to: Amy Folsom  
El Paso County Attorney  
County Attorney's Office  
27 East Vermijo  
Colorado Springs, CO 80903  
Email: amyfolsom@elpasoco.com

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906  
Email: timwolken@elpasoco.com

GTL: GTL, Inc.  
Attn: Theodore Tchang  
3575 Kenyon Street, Suite 200  
San Diego, CA 92110  
Email: ted@techbilt.com

With a copy by US mail or email to: Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd, Ste 350  
Denver, CO 80206  
Email: jha@ablawcolorado.com

District: Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111

With a copy by US mail or email to: Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste. 2000  
Denver, CO 80203  
Email: [mdalton@spencerfane.com](mailto:mdalton@spencerfane.com)

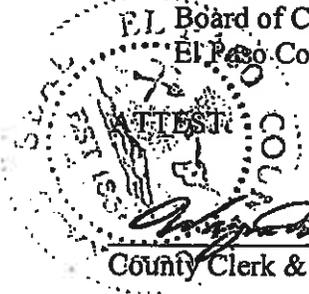
*[The remainder of this page is intentionally left blank. Signature pages follow.]*



GRANTOR:

EL PASO COUNTY, COLORADO

By: *Dennis Hisey*  
Dennis Hisey, Chair 14-3136  
Board of County Commissioners  
El Paso County, Colorado



*Robert Williams*  
County Clerk & Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of County Commissioners, and as attested to by \_\_\_\_\_, County Clerk and Recorder.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**LEGAL DESCRIPTION:**

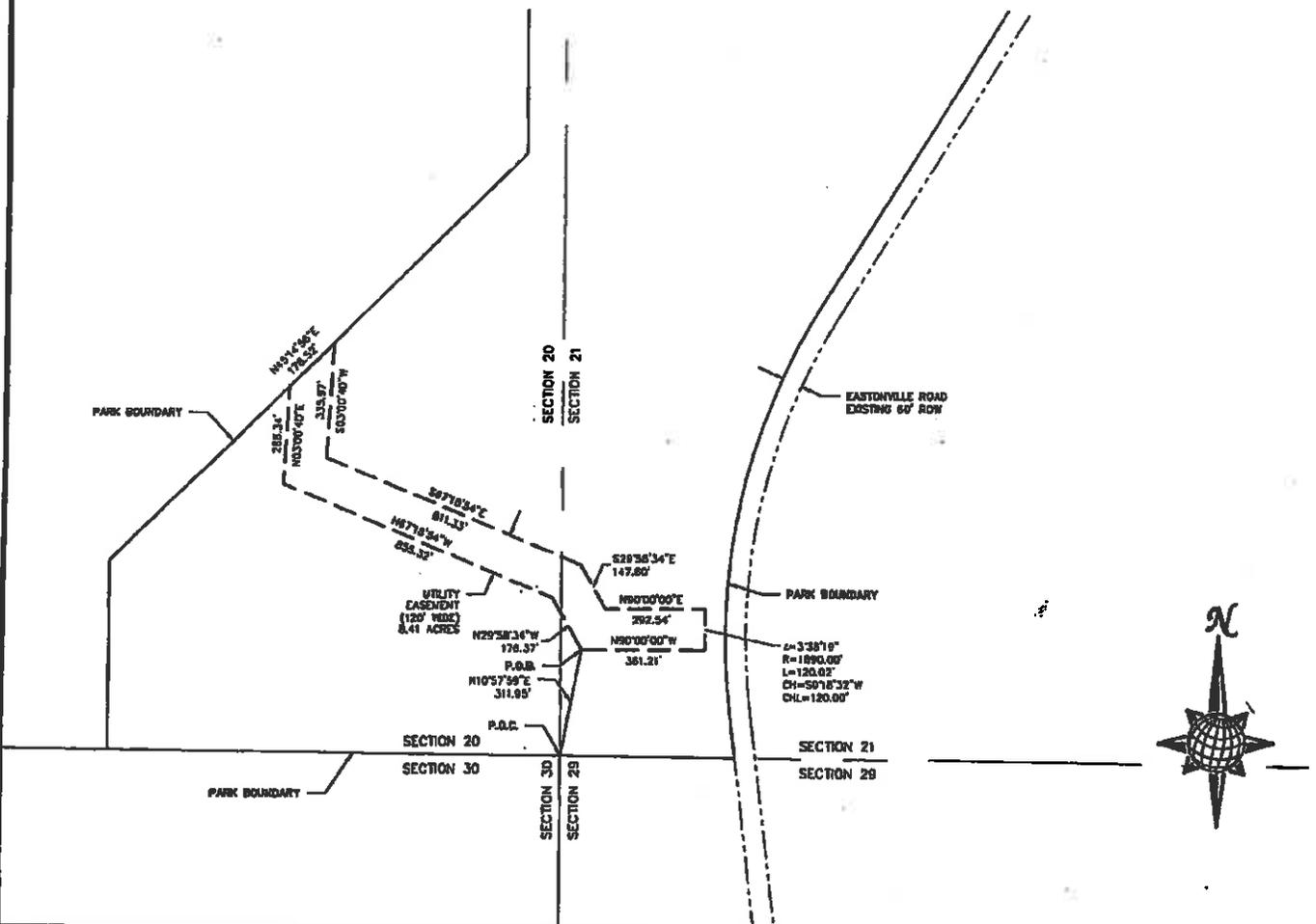
A PARCEL OF LAND LOCATED IN SECTION 20 AND 21, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 4.50 ACRE PERMANENT UTILITY EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21, THENCE N10°57'59"E A DISTANCE OF 311.95 FEET TO THE POINT OF BEGINNING;

1. THENCE N29°58'34"W A DISTANCE OF 176.37 FEET;
2. THENCE N67°18'54"W A DISTANCE OF 855.32 FEET;
3. THENCE N03°00'40"E A DISTANCE OF 288.34 FEET TO THE WESTERN BOUNDARY OF MERIDIAN RANCH REGIONAL PARK;
4. THENCE N45°14'56"E ON SAID BOUNDARY A DISTANCE OF 178.52 FEET;
5. THENCE S03°00'40"W A DISTANCE OF 335.97 FEET;
6. THENCE S67°18'54"E A DISTANCE OF 811.33 FEET;
7. THENCE S29°58'34"E A DISTANCE OF 147.60 FEET;
8. THENCE N90°00'00"E A DISTANCE OF 292.54 FEET TO A NON-TANGENT CURVE TO THE LEFT;
9. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1890.00 FEET, A DELTA ANGLE OF 3°38'19", AN ARC LENGTH OF 120.02 FEET, WHOSE LONG CHORD BEARS S00°18'32"W A DISTANCE OF 120.00 FEET;
10. THENCE N90°00'00"W A DISTANCE OF 361.21 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).



1	SCALE: 1"=500'
	DATE: JUNE 2014
	DRAWN: LCG
	CHECK: RG

**MERIDIAN RANCH REGIONAL PARK**  
120' SANITARY EASEMENT  
EXHIBIT B

TECH CONTRACTORS  
12311 REX ROAD  
FALCON, CO 80831  
TELEPHONE: 719.485.7444  
FAX: 719.485.2457

S:\C:\Proj\MSMD Projects\Regional Park\kg\Exhibit\07 Regional Park Utility Drainage Easement.dwg, 7/9/2014 11:43:02 AM

**EASEMENT AGREEMENT**  
(40' Utility Easement)

THIS EASEMENT AGREEMENT ("Agreement") is made this 19 day of Aug., 2014, by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO, a body corporate and politic and a political subdivision of the State of Colorado, hereinafter referred to as the "County" or "Grantor," and GTL, INC., a California corporation ("GTL"), and MERIDIAN SERVICE METROPOLITAN DISTRICT, a Colorado metropolitan district (the "District"), hereinafter referred to collectively as "Grantees." Grantor and Grantees may be collectively referred to herein as the Parties.

Recitals

WHEREAS, the Grantor owns real property in unincorporated El Paso County which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), which Property was conveyed to Grantor by GTL through a separate instrument in order to fulfill open space dedication requirements for various Meridian Ranch subdivision filings; and

WHEREAS, GTL and/or the District must install, construct, operate and maintain water and electric utilities on the Property; and

WHEREAS, Grantor desires to convey an easement to Grantees for installation, construction, operation, maintenance and repair of the various water and electric utilities on the Property.

Agreement

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

1. Incorporation of Recitals. The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.

2. Grant of Easement; Description of the Premises. Grantor hereby grants to Grantees and their successors and assigns a perpetual, non-exclusive easement ("Easement") in, over, across, upon, under and along that portion of the Property described in **Exhibit B**, attached hereto and incorporated by reference (the "Easement Area"), for the installation, construction and ongoing inspection, operation, maintenance, and repair of water and electric utilities and related facilities and appurtenances thereto (collectively, the "Improvements"). This Easement does not permit Grantees to install or construct any overhead Improvements.

3. Ownership of Improvements. Grantor agrees that the Improvements installed in, over, across, upon, under, and along the Easement Area shall remain the property of Grantees.

4. Operation, Maintenance and Repair. It shall be Grantees' obligation to inspect, operate, maintain and make any necessary repairs to the Improvements that Grantees install in, over, across, upon, under and along the Easement Area, unless such repairs are due to the negligent or willful acts or omissions of Grantor, its employees or agents. If repairs to Improvements are required as a result of Grantor's negligent or willful acts or omissions (but not as a result of the public's negligent or willful acts or omissions), Grantees, or either of them, shall give reasonable, written notice to Grantor specifying the necessary repairs. The notice shall provide a reasonable time to make the repairs. Grantor shall make such repairs at Grantor's sole cost and expense. Should Grantor fail to make such specified repairs, Grantees, or either of them, may make such repairs and Grantor shall reimburse Grantees the actual costs and expenses, as defined below, incurred in making such repairs.

5. Rights and Obligations of Grantor. Any time Grantor determines, in the exercise of its reasonable discretion, that the Improvements are not properly cleaned, maintained and/or otherwise kept in good repair, Grantor shall give reasonable, written notice to Grantees that the Improvements need to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should Grantees fail to correct the specified problem(s), Grantor may so correct the specified problem(s) and Grantees shall be jointly and severally responsible for reimbursing Grantor for its actual costs and expenses incurred in correcting the specified problem(s). This Agreement does not, however, expressly impose upon Grantor a duty to so inspect, clean, repair or maintain the Improvements.

6. Definition of "Actual Costs and Expenses." The term "actual costs and expenses" shall include, but not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs.

7. Costs and Attorney Fees. In the event any Party initiates any litigation or engages the services of legal counsel in order to enforce the provisions of paragraphs 4 or 5 above, the prevailing Party shall be entitled to its damages and costs, including reasonable attorney fees. This paragraph applies to Grantees regardless of whether Grantor contracts with outside counsel or utilizes in-house legal counsel for the same.

8. Grantor's Use of the Premises. Grantor retains the right to access and make full use of the Property, including the Easement Area, consistent with Grantees' use of the Easement Area as permitted hereunder, for both itself and, to the extent allowed by Grantor, the public. Grantor shall not construct any structure on the Property that interferes with Grantees' use of the Easement Area. Grantor shall not plant or grow any trees, shrubs or other plants within or near the Easement Area that will impair the structural integrity of the Improvements.

9. Condition of the Property. Grantees agree and understand that they accept the Easement Area "AS IS" and without any warranties of any kind or nature, including, without limitation, any warranties as to the state of the Grantor's title to the Property. Grantees acknowledge that the Property is a public facility and that the Parties cannot completely control or be responsible for the acts of the public (excluding the Parties' respective employees, agents, and representatives) within the Property.

10. Workmanship. Grantees shall conduct all activities within the Easement Area in a neat and workmanlike manner so as not to unreasonably interfere with either Grantor's or the public's use and enjoyment of the Property, and without cost or liability to Grantor. Grantees shall take all reasonably necessary measures to protect Grantor, Grantor's employees, and the general public from its activities within the Easement Area.

11. Surface Restoration of Land. Except as the Easement Area is necessarily modified to accommodate the Improvements, Grantees shall repair any physical damage done to the Easement Area by or resulting from its actions or operations. Grantees shall promptly restore, replace, re-vegetate, or repair the surface of the Easement Area to the original condition as near as may be reasonably possible. Such restoration, including seed mixture, topsoil, and ground preparation, shall be at Grantor's reasonable direction.

12. Subjacent and Lateral Support. Neither Grantor nor Grantees shall impair the lateral or subjacent support of the Property or the Improvements located on or in the Easement Area.

13. Mechanics' and Materialmen's Liens. In no event shall Grantees allow any mechanics' or materialmen's liens to attach against the Easement Area or the Property for materials supplied or work performed at the request of, or for the benefit of, Grantees, and Grantees, to the extent expressly permitted by law, shall indemnify and hold Grantor harmless from any cost or expense incurred by Grantor to release any such mechanic's or materialmen's liens against the Easement Area or the Property.

14. Grantor Authority; Grantees' Responsibility to Obtain Other Approvals. Grantor covenants that it has the authority to grant the Easement as set forth herein. Grantees agree and understand that it is Grantees' responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: 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. Grantees agree that all Improvements shall meet or exceed all El Paso County standards and be approved pursuant to the applicable El Paso County approval process.

15. Compliance with Laws and Regulations. It shall be the sole responsibility of Grantees to ensure that the Improvements comply at all times with applicable federal, state and local laws and regulations.

16. Insurance. Grantees represent and warrant to Grantor that they each carry general liability insurance and agree that, during their respective periods of use of the Easement Area, each will provide proper certificates of insurance naming Grantor as an additional insured for all work within the Easement Area, and that, during their respective periods of use of the Easement Area, Grantees' contractors will carry general liability insurance, worker's compensation insurance and automotive insurance. Prior to Grantees' first access to the Easement Area under this Agreement, Grantees will provide Grantor with the Certificates of Insurance evidencing the insurance coverage described herein.

17. Indemnification. To the extent authorized by law, each Grantee shall defend, indemnify and hold Grantor free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and court awards, including costs, expenses and attorney fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to such Grantee's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, related to such Grantee's use of the Easement Area, the operation and maintenance of the Improvements, and during the performance of this Agreement and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Grantor or the District pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

18. Grantor Representation. One or more Grantor representatives may be present on the Easement Area during any of Grantees' activities under this Agreement.

19. Remedies. In the event of any breach of this Agreement, the non-breaching party may pursue and obtain any and all remedies or causes of action available to it at law or in equity.

20. Waiver. The failure of any Party to insist, in any one or more instances, upon strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of any 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 any Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

21. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

22. 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.

23. Binding. The Parties hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Grantor and Grantees.

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

25. Recording; Governing Law. This Agreement shall be recorded by the Grantor in the records of the El Paso County Clerk and Recorder's Office. This Agreement is made and shall be construed under the laws of the State of Colorado.

26. Notice. Notice shall be effective when sent certified mail, return receipt requested, addressed to the following:

Grantor

Board of County Commissioners  
200 S. Cascade  
Colorado Springs, CO 80903

With copies by US mail or email to: Amy Folsom  
El Paso County Attorney  
County Attorney's Office  
27 East Vermijo  
Colorado Springs, CO 80903  
Email: amyfolsom@elpasoco.com

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906  
Email: timwolken@elpasoco.com

GTL:

GTL, Inc.  
Attn: Theodore Tchang  
3575 Kenyon Street, Suite 200  
San Diego, CA 92110  
Email: ted@techbilt.com

With a copy to:

Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd, Ste 350  
Denver, CO 80206  
Email: jha@ablawcolorado.com

District:

Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111

With a copy to:

Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste. 2000  
Denver, CO 80203  
Email: mdalton@spencerfane.com

Made and entered into as of the date first set forth above.

**GRANTEES:**

**MERIDAN SERVICE METROPOLITAN DISTRICT:**

By: \_\_\_\_\_  
Name and Title

Attest: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Meridian Service Metropolitan District.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

GTL, INC.,  
a California corporation

By: \_\_\_\_\_  
Theodore Tchang, President

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Theodore Tchang, as President of the GTL, Inc., a California corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**GRANTOR:**

EL PASO COUNTY, COLORADO

By: *Dennis Hisey*  
Dennis Hisey, Chair 14-313H  
Board of County Commissioners  
El Paso County, Colorado

*Elizabeth Williams*  
\_\_\_\_\_  
County Clerk & Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of County Commissioners, and as attested to by \_\_\_\_\_, County Clerk and Recorder.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**LEGAL DESCRIPTION:**

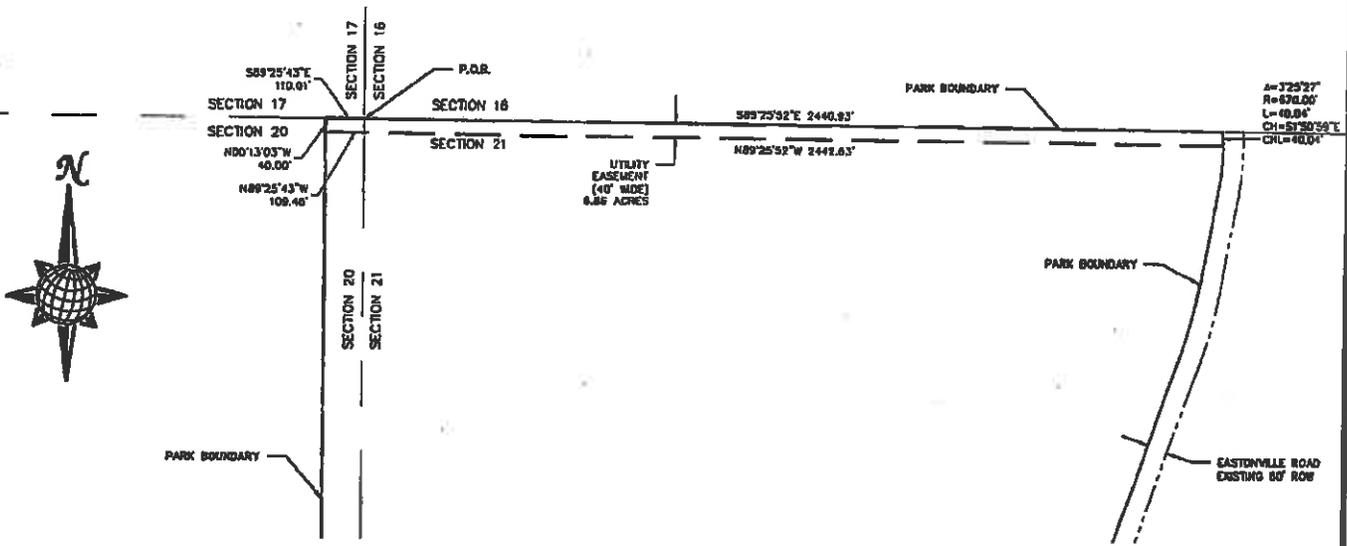
TWO PARCELS OF LAND LOCATED IN SECTIONS 20 & 21, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 6.86 ACRE PERMANENT UTILITY EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21;

1. THENCE S89°25'52"E ON THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2440.93 FEET TO A NON-TANGENT CURVE TO THE RIGHT AND THE WESTERLY RIGHT OF WAY OF EASTONVILLE ROAD;
2. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A DELTA ANGLE OF 03°54'23", AN ARC LENGTH OF 40.04 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD, WHOSE LONG CHORD BEARS S01°50'59"E A DISTANCE OF 40.04 FEET;
3. THENCE N89°25'52"W A DISTANCE OF 2382.62 FEET;
4. THENCE N89°25'43"W A DISTANCE OF 109.46 FEET TO THE WESTERN BOUNDARY OF MERIDIAN RANCH REGIONAL PARK;
5. THENCE N00°13'03"W ON SAID LINE A DISTANCE OF 40.00 FEET TO THE NORTH LINE OF SAID SECTION 20;
6. THENCE S89°25'43"E ON SAID LINE A DISTANCE OF 110.01 FEET TO THE POINT OF BEGINNING;

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).



S:\Civil\Proj\MSMD Projects\Regional Park\dwg\Exhibits\08 Regional Park Utility Easement.dwg, 6/20/2014 2:40:41 PM

1	SCALE: 1"=500'	<b>MERIDIAN RANCH REGIONAL PARK</b> 40' UTILITY EASEMENT EXHIBIT B	TECH CONTRACTORS 12311 REX ROAD FALCON, CO 80831 TELEPHONE: 719.495.7444 FAX: 719.495.2457
	DATE: JUNE 2014		
	DRAWN: LCG		
	CHECK: RG		

**EASEMENT AGREEMENT**  
(Well Sites)

THIS EASEMENT AGREEMENT ("Agreement") is made this 19 day of Aug, 2014, by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO, a body corporate and politic and a political subdivision of the State of Colorado, hereinafter referred to as the "County" or "Grantor," and GTL, INC., a California corporation ("GTL"), and MERIDIAN SERVICE METROPOLITAN DISTRICT, a Colorado metropolitan district (the "District"), hereinafter referred to collectively as "Grantees." Grantor and Grantees may be collectively referred to herein as the Parties.

**RECITALS**

WHEREAS, Grantor owns real property in unincorporated El Paso County which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), which Property was conveyed to Grantor by GTL through a separate instrument in order to fulfill open space dedication requirements for various Meridian Ranch subdivision filings; and

WHEREAS, GTL and/or the District has an existing well site on the Property; and

WHEREAS, GTL and/or the District must install, construct, operate and maintain two additional wells and related facilities at other locations on the Property; and

WHEREAS, Grantor desires to convey an easement in three locations on the Property to Grantees for installation, construction, operation and maintenance of the existing and future water wells and related facilities on the Property.

**AGREEMENT**

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

1. Incorporation of Recitals. The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.
2. Grant of Easements; Description of Premises. Grantor hereby grants to Grantees and their successors and assigns a perpetual, non-exclusive easements ("Easements") in, to, through, over, across, upon, under and along that portion of the Property described in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Well Sites") for the purpose of constructing, laying, repairing, replacing, enlarging, removing, operating and maintaining water wells and water pipelines of such size and capacity as Grantees determine, including all manholes, access pits, vaults, and appurtenances, and including utilities required by Grantees or either of them for operation of water wells, pipelines and control facilities (the "Improvements").
3. Right of Ingress and Egress. Grantees shall have and exercise the right of ingress and egress in, to, over, on, through and across the Well Sites for any purpose allowing full enjoyment of any other right of occupancy or use provided for herein.

4. Surface Uses. Grantees shall have the right to fence a reasonable portion of each Well Site, but not to exceed three thousand square feet (3,000 sf) of each Well Site, install gates in Grantor's fences, if any, landscape, modify the surface, excavate, fill, illuminate, monitor, secure, erect structures and otherwise exclusively control the Well Sites as the Grantees determine necessary for production of water from wells to supply municipal water systems.

5. Ownership of Improvements. Grantor agrees that the Improvements installed in, over, across, upon, under, and along the Well Sites shall remain the property of Grantees.

6. Operation, Maintenance and Repair. It shall be Grantees' obligation to inspect, operate, maintain and make any necessary repairs to the Improvements that Grantees install in, over, across, upon, under and along the Well Sites, unless such repairs are due to the negligent or willful acts or omissions of Grantor, its employees or agents. If repairs to Improvements are required as a result of Grantor's negligent or willful acts or omissions (but not as a result of the public's negligent or willful acts or omissions), Grantees, or either of them, shall give reasonable, written notice to Grantor specifying the necessary repairs. The notice shall provide a reasonable time to make the repairs. Grantor shall make such repairs at Grantor's sole cost and expense. Should Grantor fail to make such specified repairs, Grantees, or either of them, may make such repairs and Grantor shall reimburse Grantees the actual costs and expenses, as defined below, incurred in making such repairs.

7. Rights and Obligations of Grantor. Any time Grantor determines, in the exercise of its reasonable discretion, that the Improvements are not properly cleaned, maintained and/or otherwise kept in good repair, Grantor shall give reasonable, written notice to Grantees that the Improvements need to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should Grantees fail to correct the specified problem(s), Grantor may so correct the specified problem(s) and Grantees shall be jointly and severally responsible for reimbursing Grantor for its actual costs and expenses incurred in correcting the specified problem(s). This Agreement does not, however, expressly impose upon Grantor a duty to so inspect, clean, repair or maintain the Improvements.

8. Definition of "Actual Costs and Expenses." The term "actual costs and expenses" shall include, but not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs.

9. Costs and Attorney Fees. In the event any Party initiates any litigation or engages the services of legal counsel in order to enforce the provisions of paragraphs 6 or 7 above, the prevailing Party shall be entitled to its damages and costs, including reasonable attorney fees. This paragraph applies to Grantees regardless of whether Grantor contracts with outside counsel or utilizes in-house legal counsel for the same.

10. Grantor's Prohibited Uses. Grantor shall not construct or place any structure, including, but not limited to, fences or buildings, temporary or permanent, or plant any tree, woody plant or nursery stock, of any kind, on any part of the Well Sites. In the event that such a structure or improvement exists, Grantor, their successors and assigns, must remove such structure or improvement within sixty (60) days of written notification from Grantees or either of them. Any structure, improvement, tree, woody plant or nursery stock located on the Well Sites as of the date of this Agreement or hereafter, if not removed by Grantor after notice from Grantees, may be removed by Grantees without liability for damages arising therefrom, and

Grantor shall reimburse Grantees for all actual costs and expenses (as defined above) incurred in the process of removal.

11. Grantor's Retained Uses. Grantor retains the right to access and make full use of the Property, including the Well Sites, insofar as such use is consistent with and does not impair the operation and maintenance of Grantees' Improvements located within the Well Sites and insofar as such use is not inconsistent with and does not impair any grant or covenant contained herein.

12. Subjacent and Lateral Support; Earth Overburden. Grantees shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of Grantees' rights herein granted. Grantor shall take no action which would impair the earth overburden or the lateral or subjacent support for any of Grantees' water lines or appurtenances that may be installed hereunder; provided, however, that upon obtaining the specific written permission of Grantees, the earth overburden of any of Grantees' water lines may be modified, but it is understood that normally permission will not be granted for a modification involving a cover of less than 5 feet nor greater than 7 feet, measured vertically from the top of the water line. Any modification of the earth overburden will be upon terms which provide for reimbursement to Grantees of the cost of any alteration or relocation of any water line or appurtenances made necessary by the earth overburden modification.

13. Utilities. Grantees agree that other public utilities such as gas, electric and telephone lines may be installed within Well Sites as long as they do not interfere with Grantees' rights herein granted, and only after Grantees have been provided plans and specifications of such other installations and have consented to such installations in writing prior to such installations. No overhead utility lines shall be less than thirty feet (30') from the surface of the ground.

14. Condition of Property: Grantees agree and understand that they accept the Well Sites "AS IS" and without any warranties of any kind or nature, including, without limitation, any warranties as to the state of the Grantor's title to the Property. Grantees acknowledge that the Property is a public facility and that the Parties cannot completely control or be responsible for the acts of the public (excluding the Parties' respective employees, agents, and representatives) within the Property.

15. Grantor Authority: Grantees' Responsibility to Obtain Other Approvals. Grantor covenants that it has the authority to grant the Easements as set forth herein. Grantees agree and understand that it is Grantees' responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: 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. Grantees agree that all Improvements shall meet or exceed all El Paso County standards and be approved pursuant to the applicable El Paso County approval process.

16. Workmanship. Grantees shall conduct all activities within the Well Sites in a neat and workmanlike manner so as not to unreasonably interfere with either Grantor's or the public's use and enjoyment of the Property, and without cost or liability to Grantor. Grantees shall take

all reasonably necessary measures to protect Grantor, Grantor's employees, and the general public from its activities within the Well Sites.

17. Mechanics' and Materialmen's Liens. In no event shall Grantees allow any mechanics' or materialmen's liens to attach against the Well Sites or the Property for materials supplied or work performed at the request of, or for the benefit of, Grantees, and Grantees, to the extent expressly permitted by law, shall indemnify and hold Grantor harmless from any cost or expense incurred by Grantor to release any such mechanic's or materialmen's liens against the Well Sites or the Property.

18. Compliance with Laws and Regulations. It shall be the sole responsibility of Grantees to ensure that the Improvements comply at all times with applicable federal, state and local laws and regulations.

19. Insurance. Grantees represent and warrant to Grantor that they each carry general liability insurance and agree that, during their respective periods of use of the Well Sites, each will provide proper certificates of insurance naming Grantor as an additional insured for all work within the Well Sites, and that, during their respective periods of use of the Well Sites, Grantees' contractors will carry general liability insurance, worker's compensation insurance and automotive insurance. Prior to Grantees' first access to the Well Sites under this Agreement, Grantees will provide Grantor with the Certificates of Insurance evidencing the insurance coverage described herein.

20. Indemnification. To the extent authorized by law, each Grantee shall defend, indemnify and hold Grantor free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and court awards, including costs, expenses and attorney fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to such Grantee's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, related to such Grantee's use of the Well Sites, the operation and maintenance of the Improvements, and during the performance of this Agreement and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Grantor or the District pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

21. Grantor Representation. One or more Grantor representatives may be present on the Well Sites during any of Grantees' activities under this Agreement.

22. Remedies. In the event of any breach of this Agreement, the non-breaching party may pursue and obtain any and all remedies or causes of action available to it at law or in equity.

23. Waiver. The failure of any Party to insist, in any one or more instances, upon strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of any 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 any Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

24. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

25. 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.

26. Binding. The Parties hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Grantor and Grantees.

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

28. Recording; Governing Law. This Agreement shall be recorded by the Grantor in the records of the El Paso County Clerk and Recorder's Office. This Agreement is made and shall be construed under the laws of the State of Colorado.

29. Notice. Notice shall be effective when sent certified mail, return receipt requested, addressed to the following:

Grantor

Board of County Commissioners  
200 S. Cascade  
Colorado Springs, CO 80903

With copies by US mail or email to: Amy Folsom  
El Paso County Attorney  
County Attorney's Office  
27 East Vermijo  
Colorado Springs, CO 80903  
Email: amyfolsom@elpasoco.com

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906  
Email: timwolken@elpasoco.com

GTL:

GTL, Inc.  
Attn: Theodore Tchang  
3575 Kenyon Street, Suite 200  
San Diego, CA 92110  
Email: ted@techbilt.com

With a copy to: Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd, Ste 350  
Denver, CO 80206  
Email: [jha@ablawcolorado.com](mailto:jha@ablawcolorado.com)

District: Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111  
Email: [sblair@crsofcolorado.com](mailto:sblair@crsofcolorado.com)

With a copy to: Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste. 2000  
Denver, CO 80203  
Email: [mdalton@spencerfane.com](mailto:mdalton@spencerfane.com)

30. In the event that the State or other agency requires a change in the proposed location of the Well Sites, Grantor, its successors and assigns, shall not unreasonably withhold necessary reasonable modifications to this Agreement on forms prepared by Grantees at no additional cost.

*[The remainder of this page is intentionally left blank. Signature pages follow.]*

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

**GRANTEES:**

**MERIDAN SERVICE METROPOLITAN DISTRICT:**

By: \_\_\_\_\_  
Name and Title

Attest: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Meridian Service Metropolitan District.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

GTL, INC.,  
a California corporation

By: \_\_\_\_\_  
Theodore Tchang, President

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Theodore Tchang, as President of the GTL, Inc., a California corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

GRANTOR:

EL PASO COUNTY, COLORADO

By: *Dennis Hisey*  
Dennis Hisey, Chair  
Board of County Commissioners  
El Paso County, Colorado 143131

 ATTEST  
*[Signature]*  
County Clerk & Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of County Commissioners, and as attested to by \_\_\_\_\_, County Clerk and Recorder.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**LEGAL DESCRIPTION:**

THREE PARCELS OF LAND LOCATED IN THE WEST HALF OF SECTION 21, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 3.02 ACRE PERMANENT WELL SITE EASEMENT #1 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S89°25'52"E A DISTANCE OF 2041.49 FEET TO THE POINT OF BEGINNING #1;

- 1. THENCE S89°25'52"E A DISTANCE OF 399.44 FEET TO A NON-TANGENT CURVE TO THE RIGHT AND THE WESTERLY RIGHT OF WAY OF EASTONVILLE ROAD;

THE FOLLOWING TWO (2) COURSES ARE ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD;

- 2. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A DELTA ANGLE OF 13°54'23", AN ARC LENGTH OF 162.62 FEET, WHOSE LONG CHORD BEARS S03°23'29"W A DISTANCE OF 162.22 FEET;
- 3. THENCE S10°18'59"W A DISTANCE OF 180.59 FEET;
- 4. THENCE N89°25'52"W A DISTANCE OF 360.88 FEET;
- 5. THENCE N00°34'08"E A DISTANCE OF 340.00 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A 2.48 ACRE PERMANENT WELL SITE EASEMENT #2 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S24°16'04"E A DISTANCE OF 2874.08 FEET TO THE POINT OF BEGINNING #2;

- 1. THENCE S58°09'50"E A DISTANCE OF 360.00 FEET TO THE WESTERLY RIGHT OF WAY OF EASTONVILLE ROAD;
- 2. THENCE S31°50'10"W ON SAID WESTERLY LINE A DISTANCE OF 300.00 FEET;
- 3. THENCE N58°09'50"W A DISTANCE OF 360.00 FEET;
- 4. THENCE N31°50'10"E A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A 2.48 ACRE PERMANENT WELL SITE EASEMENT #3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S10°07'40"E A DISTANCE OF 3567.76 FEET TO THE POINT OF BEGINNING #3;

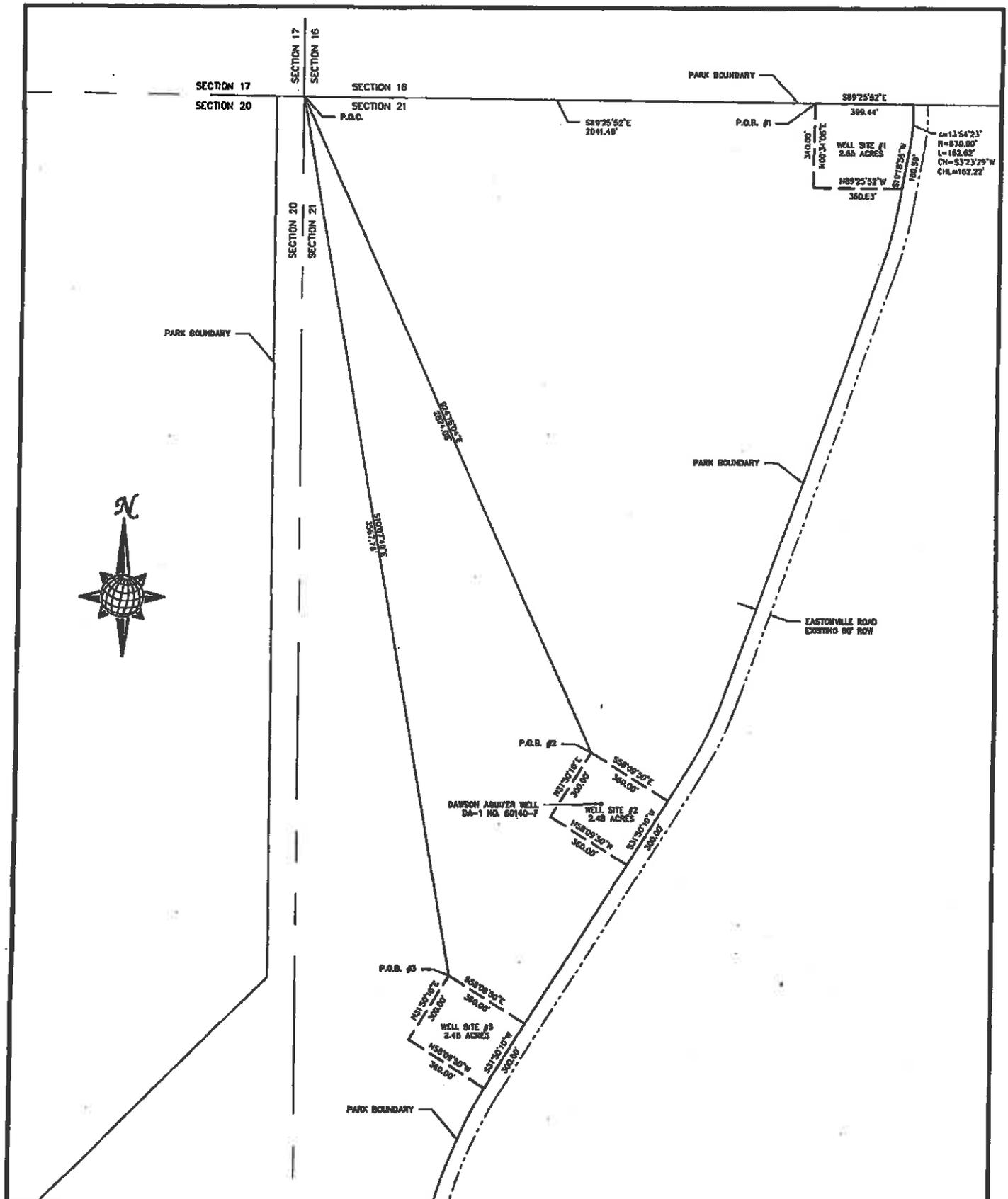
- 1. THENCE S58°09'50"E A DISTANCE OF 360.00 FEET TO THE WESTERLY RIGHT OF WAY OF EASTONVILLE ROAD;
- 2. THENCE S31°50'10"W ON SAID WESTERLY LINE A DISTANCE OF 300.00 FEET;
- 3. THENCE N58°09'50"W A DISTANCE OF 360.00 FEET;
- 4. THENCE N31°50'10"E A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE PARCELS OF LAND CONTAIN 7.98 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #300B7).

S:\Civ\Proj\MSMD Proj\GIS\Regional Park\dwg\Exhibit09 Regional Park Well Site Easements.dwg, 6/20/2014 2:39:50 PM

<b>1</b>	SCALE: NA	<b>MERIDIAN RANCH REGIONAL PARK</b> WELL SITES EASEMENT EXHIBIT B	TECH CONTRACTORS 12311 REX ROAD FALCON, CO 80831 TELEPHONE: 719.495.7444 FAX: 719.485.2457
	DATE: JUNE 2014		
	DRAWN: LCG		
	CHECK: RG		



2

SCALE: 1"=500'  
 DATE: JUNE 2014  
 DRAWN: LCG  
 CHECK: RG

**MERIDIAN RANCH REGIONAL PARK**  
 WELL SITES EASEMENT  
 EXHIBIT B

TECH CONTRACTORS  
 12311 REX ROAD  
 FALCON, CO 80831  
 TELEPHONE: 718.485.7444  
 FAX: 718.485.2457

**TEMPORARY EASEMENT**  
(Borrow Site and Grading Easement)

THIS TEMPORARY EASEMENT AGREEMENT ("Agreement") is made this 19 day of Aug, 2014, by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO, a body corporate and politic and a political subdivision of the State of Colorado, hereinafter referred to as the "County" or "Grantor," and GTL, INC., a California corporation ("GTL"), and MERIDIAN SERVICE METROPOLITAN DISTRICT, a Colorado metropolitan district (the "District"), hereinafter referred to collectively as "Grantees." Grantor and Grantees may be collectively referred to herein as the Parties..

Recitals

WHEREAS, Grantor owns real property in unincorporated El Paso County which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), which Property was conveyed to Grantor by GTL through a separate instrument in order to fulfill open space dedication requirements for various Meridian Ranch subdivision filings; and

WHEREAS, GTL and/or the District desire to remove soil from the Property for grading purposes on adjacent property; and

WHEREAS, Grantor desires to convey an easement to Grantees for entry upon, across and over the Property to permanently remove soil from the Property.

Agreement

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

1. Incorporation of Recitals. The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.
2. Grant of Easement. Grantor hereby grants to Grantees and their successors and assigns a temporary easement to enter upon, across and over that portion of the Property described in **Exhibit B** attached hereto and incorporated herein by reference (the "Easement Area") for the sole and exclusive purpose of permanently removing between forty thousand cubic yards (40,000 CY) and a maximum of eighty thousand cubic yards (80,000 CY) of soil from the Property and to fill and grade the Easement Area in accordance with plans attached as **Exhibit C** (collectively, the "Activities"). The actual amount of soil that may be removed by Grantees within the above-stated range shall be mutually agreed upon by the Parties within a reasonable time after the Master Plan for the Regional Park on the Property is approved.
3. Term. The term of this Easement shall be from the date of execution hereof and shall expire on the earlier of (i) Grantees' completion of the Activities, or (ii) ninety (90) days after El Paso County issues a grading and erosion control permit ("Permit") for the Activities.

Grantor may request in writing that Grantees commence the Activities. If Grantor makes such a request, Grantees shall have forty five (45) days from the request date to submit grading drawings and necessary supporting documents for the Activities (the "Submittal") to El Paso County Development Services for review, approval and issuance of the Permit. Grantor shall use best efforts to issue the Permit within ninety (90) days of the Submittal. Prior to expiration of the Agreement, Grantees shall remove any personal property located on the Easement Area and grade the Easement Area in accordance with the Permit. If Grantees do not remove any personal property within the aforesaid time period, Grantor shall give Grantees written notice to remove all such personal property. Grantees shall remove such personal property within forty-eight (48) hours. If Grantees do not remove such personal property within 48 hours, all such items shall be deemed abandoned to Grantor and Grantor may, but shall not be required to, remove and dispose of same at Grantees' sole expense and risk. In such event, Grantees waive any claims against Grantor for any loss or damage of the personal property placed on the Easement Area by Grantees or its agents or contractors, and Grantees agree to pay Grantor's actual costs and expenses of removal, disposition and restoration. The term "actual costs and expenses" shall include, but not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs.

4. Grantor's Use of the Premises. Grantor retains the right to access and make full use of the Property, including the Easement Area, consistent with Grantees' use of the Easement Area as permitted hereunder, for both itself and, to the extent allowed by Grantor, the public. Grantor shall not construct any structure on the Property that interferes with Grantees' use of the Easement Area. Grantor shall not plant or grow any trees, shrubs or other plants within or near the Easement Area during the term of the Easement.

5. Condition of the Property. Grantees agree and understand that they accept the Easement Area "AS IS" and without any warranties of any kind or nature, including, without limitation, any warranties as to the state of the Grantor's title to the Property. Grantees acknowledge that the Property is a public facility and that the Parties cannot completely control or be responsible for the acts of the public (excluding the Parties' respective employees, agents, and representatives) within the Property.

6. Workmanship. Grantees shall conduct all activities within the Easement Area in a neat and workmanlike manner so as not to unreasonably interfere with either Grantor's or the public's use and enjoyment of the Property, and without cost or liability to Grantor. Grantees shall take all reasonably necessary measures to protect Grantor, Grantor's employees, and the general public from its activities within the Easement Area.

7. Surface Restoration of Land. Prior to expiration of the term of the Easement, Grantees shall grade, fill, restore, replace, re-vegetate, or repair the surface of the Easement Area in accordance with the Permit.

8. Mechanics' and Materialmen's Liens. In no event shall Grantees allow any mechanics' or materialmen's liens to attach against the Easement Area or the Property for materials supplied or work performed at the request of, or for the benefit of, Grantees, and Grantees, to the extent expressly permitted by law, shall indemnify and hold Grantor harmless

from any cost or expense incurred by Grantor to release any such mechanic's or materialmen's liens against the Easement Area or the Property.

9. Grantor's Authority. Grantor covenants that it has the authority to grant the Easement as set forth herein.

10. Grantees' Responsibility to Obtain Other Approvals. Grantees agree and understand that it is Grantees' responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: 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. Grantees agree and understand that it is Grantees' responsibility to obtain any and all necessary governmental permits, including but not limited to El Paso County Grading Erosion & Sediment Control ("GESC") permits, as may be required, in performing the Activities and that all the Activities shall be performed in strict compliance with any such permits and all other federal, state and local laws and regulations. Grantees shall be responsible for the maintenance of the Easement Area during the term of the Easement, including without limitation, compliance with Storm Water Pollution Prevention Plan (the "SWPP Plan") for the Property, if any, from the date Grantees commence the Activities on the Easement Area until the Easement Area is restored in accordance herewith and stabilized in compliance with the SWPP Plan.

11. Insurance. Grantees represent and warrant to Grantor that they each carry general liability insurance and agree that, during their respective periods of use of the Easement Area, each will provide proper certificates of insurance naming Grantor as an additional insured for Activities within the Easement Area, and that, during their respective periods of use of the Easement Area, Grantees' contractors will carry general liability insurance, worker's compensation insurance and automotive insurance. Prior to Grantees' first access to the Easement Area under this Agreement, Grantees will provide Grantor with the Certificates of Insurance evidencing the insurance coverage described herein.

12. Indemnification. To the extent authorized by law, each Grantee shall defend, indemnify and hold Grantor free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and court awards, including costs, expenses and attorney fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to such Grantee's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, related to such Grantee's use of the Easement Area and during the performance of this Agreement and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Grantor or the District pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

13. Grantor Representation. One or more Grantor representatives may be present on the Easement Area during any of Grantees' Activities under this Agreement.

14. Remedies. In the event of any breach of this Agreement, the non-breaching party may pursue and obtain any and all remedies or causes of action available to it at law or in equity.

15. Waiver. The failure of any Party to insist, in any one or more instances, upon strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of any 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 any Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

16. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

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. Binding. The Parties hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Grantor and Grantees.

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

20. Recording; Governing Law. This Agreement shall be recorded by the Grantor in the records of the El Paso County Clerk and Recorder's Office. This Agreement is made and shall be construed under the laws of the State of Colorado.

21. Notice. Notice shall be effective when sent certified mail, return receipt requested, addressed to the following:

Grantor  
Board of County Commissioners  
200 S. Cascade  
Colorado Springs, CO 80903

With copies by US mail or email to: Amy Folsom  
El Paso County Attorney  
County Attorney's Office  
27 East Vermijo  
Colorado Springs, CO 80903  
Email: amyfolsom@elpasoco.com

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906  
Email: [timwolken@elpasoco.com](mailto:timwolken@elpasoco.com)

**GTL:**

GTL, Inc.  
Attn: Theodore Tchang  
3575 Kenyon Street, Suite 200  
San Diego, CA 92110  
Email: [ted@techbilt.com](mailto:ted@techbilt.com)

With a copy to:

Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd, Ste 350  
Denver, CO 80206  
Email: [jha@ablawcolorado.com](mailto:jha@ablawcolorado.com)

**District:**

Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111

With a copy to:

Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste. 2000  
Denver, CO 80203  
Email: [mdalton@spencerfane.com](mailto:mdalton@spencerfane.com)

*[The remainder of this page is intentionally left blank. Signature pages follow.]*



**GRANTOR:**

EL PASO COUNTY, COLORADO

By: *Dennis Hisey* 14-313J  
Dennis Hisey, Chair  
Board of County Commissioners  
El Paso County, Colorado

ATTEST: *[Signature]*  
Clerk & Recorder  
APPROVED AS TO FORM:  
[Circular Notary Seal]

\_\_\_\_\_  
Office of the County Attorney

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

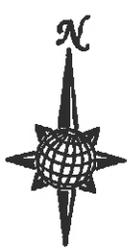
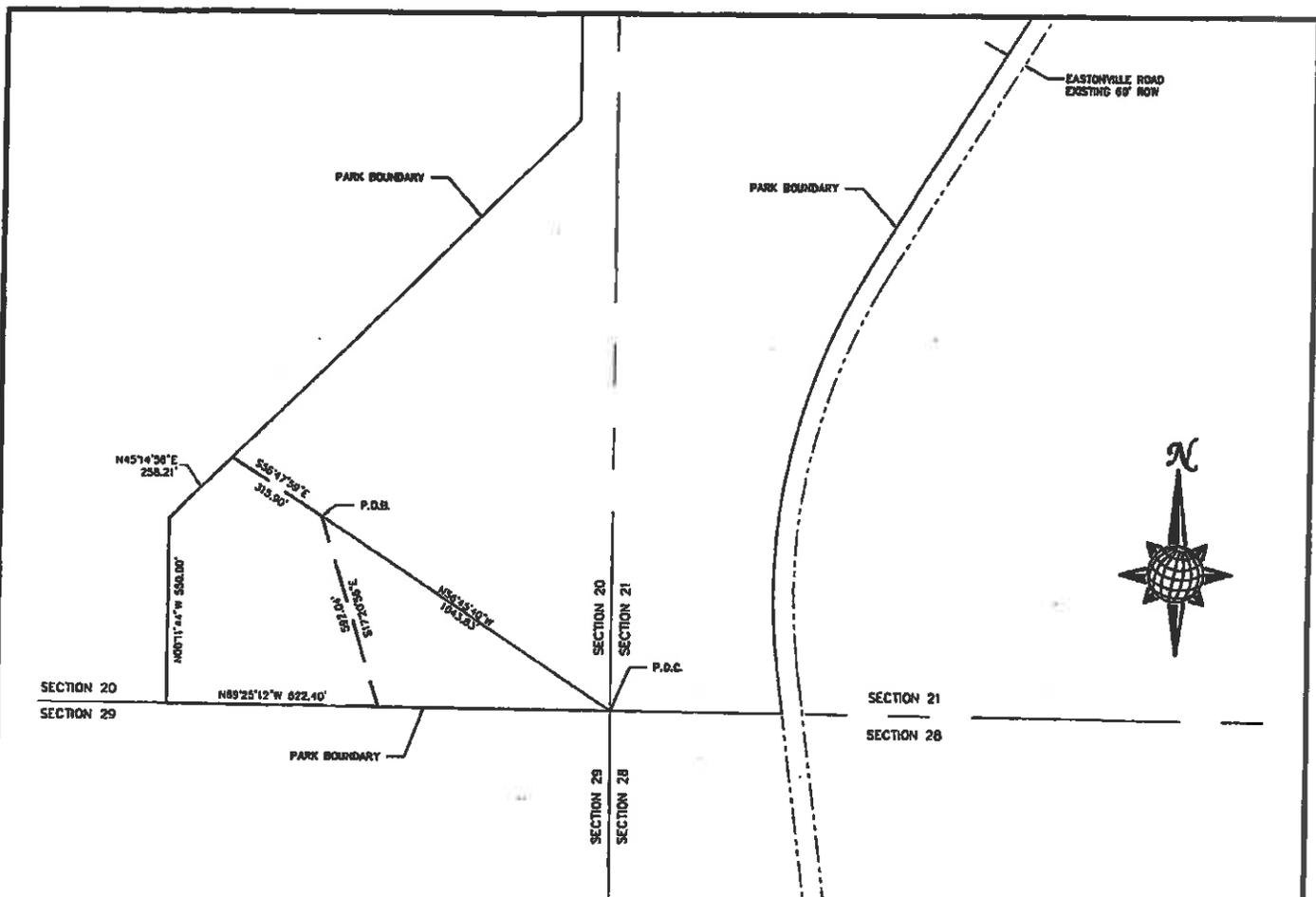
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of County Commissioners, and as attested to by \_\_\_\_\_, County Clerk and Recorder.

Witness my hand and official seal:

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN SECTION 20, IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 7.77 ACRE PERMANENT GRADING EASEMENT DESCRIBED AS FOLLOWS:

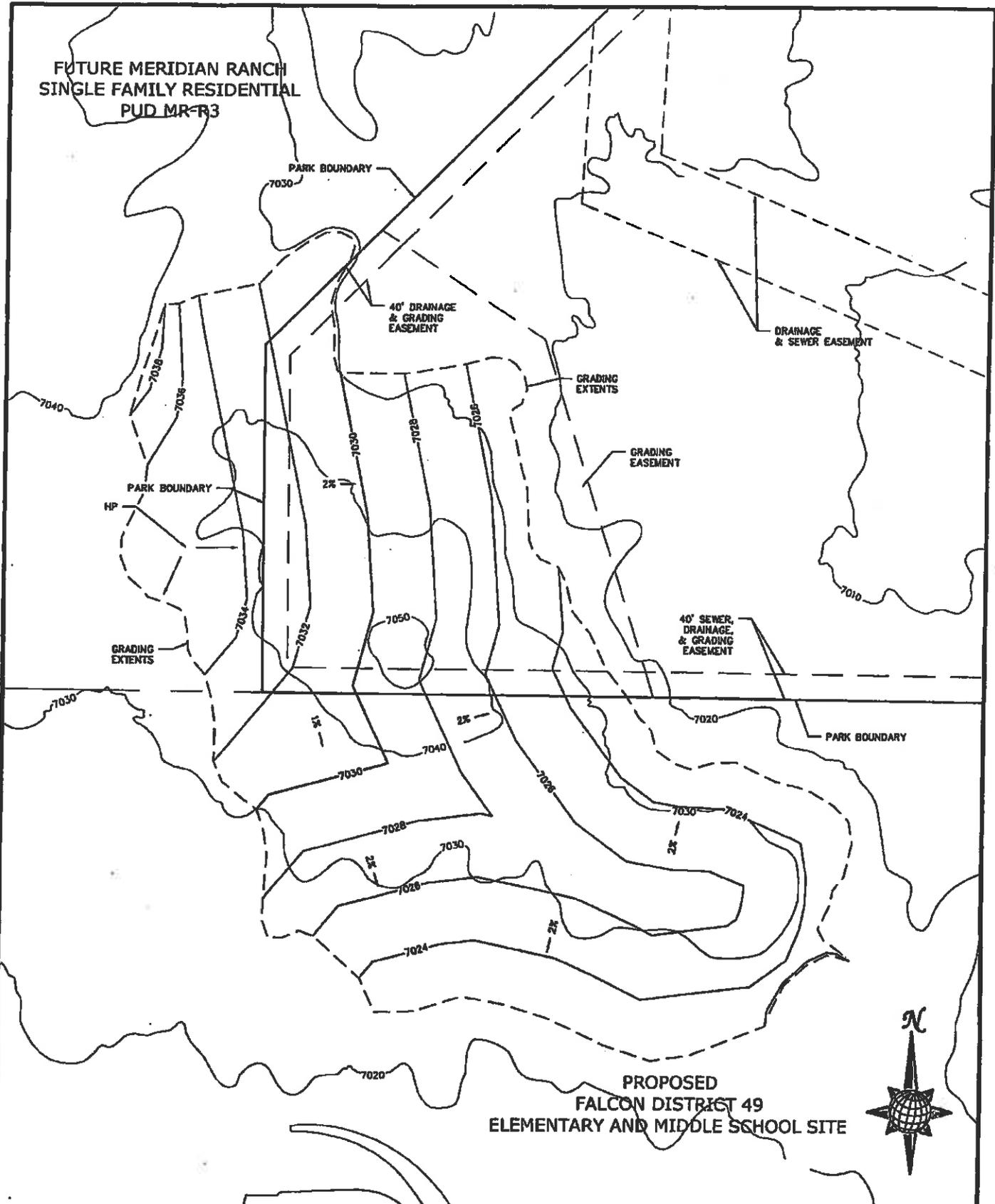
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20, THENCE N56°45'40"W A DISTANCE OF 1043.83 FEET TO THE POINT OF BEGINNING;

1. THENCE S17°20'56"E A DISTANCE OF 592.04 FEET;
2. THENCE N89°25'12"W A DISTANCE OF 622.40 FEET;
3. THENCE N00°11'44"W A DISTANCE OF 550.00 FEET;
4. THENCE N45°14'56"E A DISTANCE OF 258.21 FEET;
5. THENCE S56°47'59"E A DISTANCE OF 315.90 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).

<b>1</b>	SCALE: 1"=500'	<b>MERIDIAN RANCH REGIONAL PARK</b> BORROW SITE AND GRADING EASEMENT EXHIBIT B	TECH CONTRACTORS 12311 REX ROAD FALCON, CO 80831 TELEPHONE: 719.495.7444 FAX: 719.495.2457
	DATE: JUNE 2014		
	DRAWN: LCG		
	CHECK: RG		

FUTURE MERIDIAN RANCH  
SINGLE FAMILY RESIDENTIAL  
PUD MR-R3



PROPOSED  
FALCON DISTRICT 49  
ELEMENTARY AND MIDDLE SCHOOL SITE



S:\Civil\Programs\MID Projects\Regional Park\dwg\ExhibitA\0 Regional Park Grading Easement Exhibit C.dwg, 6/23/2014 4:35:07 PM

1	SCALE: 1"=200'	<b>MERIDIAN RANCH REGIONAL PARK</b> BORROW SITE AND GRADING EASEMENT EXHIBIT C	TECH CONTRACTORS 12311 REX ROAD FALCON, CO 80831 TELEPHONE: 719.495.7444 FAX: 719.495.2457
	DATE: JUNE 2014		
	DRAWN: LCG		
	CHECK: RG		