

**SIGHT DISTANCE
MAINTENANCE AGREEMENT AND EASEMENT**

This SIGHT DISTANCE MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (Board or County); PATHWAY TO THE ROCKIES COUNCIL, BOY SCOUTS OF AMERICA (Owner) and THE CITY OF WOODLAND PARK (Developer). The above may occasionally be referred to herein singularly as "Party" and collectively as "Parties."

Recitals

A. WHEREAS, Owner is the owner of certain real estate (the Property) in El Paso County, Colorado, which Property is legally described in Exhibit A attached hereto and incorporated herein by this reference.

B. WHEREAS, Developer, desires to develop on the Property primary and secondary access roads to study the feasibility of constructing a reservoir and accessing it if constructed. The land use is to be known as Glen Aspen Dam Access Roads.

C. WHEREAS, the County owns Loy Creek Road adjacent to the Property.

D. WHEREAS, Developer seeks to build a private access road intersecting Loy Creek Road.

E. WHEREAS, the purpose of this Agreement is to ensure there is adequate sight distance in the intersection sight triangle and that the vegetation outside of the County Right-of-Way is maintained to keep brush and obstructions clear for adequate sight distance, safe travel, and public safety.

F. WHEREAS, Chapter 2, Section 2.3.6.G.2, of the El Paso County Engineering Criteria Manual (ECM), as it may be periodically amended, requires that the minimum sight-distance available on a roadway be sufficient to enable a vehicle traveling at or near the design speed to stop before reaching a stationary object. The ECM also requires that intersection sight distance triangles provide for vehicles to enter traffic and accelerate to the average running speed.

G. WHEREAS, Section 2.3.7 (1-3), of the ECM, requires that any object within the sight distance triangle, outside of the County Right of Way, that is more than 30 inches above the flowline elevation of the adjacent roadway shall constitute a sight obstruction and shall be removed or lowered. This requires the County to take measures to protect public safety by maintaining adequate sight distances on roads and intersections and requires developers, landowners, and owners of roads and facilities on County rights-of-way or easements to provide for adequate sight distances.

H. WHEREAS, the County conditions approval of this land use on Developer's promise to so construct the access roads and intersection with appropriate sight distances in

accordance with the ECM criteria, and to maintain the sight distance triangles so as not to obstruct the sight distances.

I. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this land use upon the Owner's grant herein of a perpetual Easement over a portion of the Property outlined in Exhibit B for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to maintain and/or keep clear brush or obstructions from the sight triangle depicted in Exhibit B.

Agreement

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

1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.

2. Covenants Running with the Land: Developer and Owner agree that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit A attached hereto, and that this entire Agreement and the performance thereof shall be binding upon itself, its successors and assigns.

3. Maintenance: The Developer agrees, for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the sight distance triangle depicted in Exhibit B in compliance with the ECM criteria, and otherwise keep the same in good repair, all at its own cost and expense. No trees or shrubs that will impair the visibility of the sight triangle shall be planted or allowed to grow on the sight triangle. Placement of any permanent or temporary obstructions (e.g. fences, landscaping, vehicles, etc.) are also prohibited within the sight triangle.

Maintenance shall occur periodically, at least every three months, and as necessary should any circumstances occur that block visibility or create obstructions in the sight triangle as defined by the ECM; including but not limited to vegetation, brush, shrubs, garbage, or snow.

4. Creation of Easement: Owner hereby grants the County a non-exclusive perpetual easement upon and across that portion of the Property depicted in Exhibit B. The purpose of the easement is to allow the County to access, inspect, and maintain the sight triangle so that it is free of obstructions; however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect or maintain the sight triangle.

5. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the sight triangle is not properly maintained and/or otherwise kept free from visual obstructions, the County shall give reasonable written notice to the Developer and its successors and assigns, that the sight triangle needs to be maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problems. Should the responsible parties fail to correct the specified problems, the County may enter upon the Property to so correct the specified problems. Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement

does not expressly or implicitly impose on the County a duty to so inspect or maintain the sight triangle or keep it free from visual obstructions.

6. Reimbursement of County's Costs / Covenant Running with the Land: The Developer agrees and covenants, for itself, its successors and assigns, that it will reimburse the County for its actual costs and expenses incurred in the process of maintaining the unobstructed sight triangle pursuant to the provisions of this Agreement.

The term "actual costs and expenses" shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney's fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

7. Contingencies of Land Use/Land Disturbance Approval: Developer's execution of this Agreement is a condition of land use/land disturbance approval.

The County shall have the right, in the sole exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this paragraph, including but not limited to, any separate agreement or amendment, if applicable, identifying any specific maintenance responsibilities not addressed herein. The County's rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

8. Agreement Monitored by El Paso County Planning and Community Development Department and/or El Paso County Department of Public Works: Any and all actions and decisions to be made hereunder by the County shall be made by the Director of the El Paso County Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works. Accordingly, any and all documents, submissions, plan approvals, inspections, etc. shall be submitted to and shall be made by the Director of the Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works.

9. Colorado Governmental Immunity Act: No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as it may be amended.

10. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.

11. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Developer, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

12. Solid Waste or Hazardous Materials: Should any refuse from the sight triangle area be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer and Owner shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer and Owner, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

13. Applicable Law and Venue: 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, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in the El Paso County District Court.

14. Recordation: This Agreement shall be recorded with the El Paso County Clerk and Recorder upon complete execution.

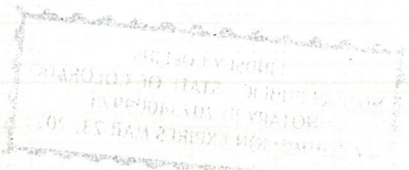
15. Amendment: There shall be no modifications of this Agreement except in writing, executed by the Parties with the same formalities as this instrument.

16. No Joint Venture or Partnership: Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function or service, nor does it create a joint enterprise, nor does it authorize either Party to act as the agent for the other Party hereto for any purpose whatsoever.

17. Warranty of Authority: Each individual executing this Agreement on behalf of the Parties represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Parties and that this Agreement is binding upon the Parties.

18. Headings: The headings in this Agreement are for convenience of reference only, and shall not be considered a part hereof or be given any effect in the construction or interpretation of this Agreement.

20. TABOR: Notwithstanding anything to the contrary set forth in this Agreement, the Parties understand and acknowledge that the Developer, the City of Woodland Park, is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City of Woodland Park are expressly dependent and conditioned upon the continued availability of funds beyond the term of the City of Woodland Park's current



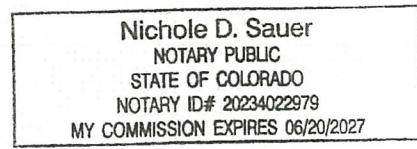
fiscal period ending upon the next succeeding December 31. Financial obligations of the City of Woodland Park payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations and resolutions of the City of Woodland Park and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 5th day of April, 2026, by:

The City of Woodland Park

By: [Signature]
George Jones, Mayor



The foregoing instrument was acknowledged before me this 5th day of May, 2026, by George Jones, Mayor, City of Woodland Park.

Witness my hand and official seal.

My commission expires: 6/20/2027

[Signature]
Notary Public

Executed this 7th day of MAY, 2026, by:

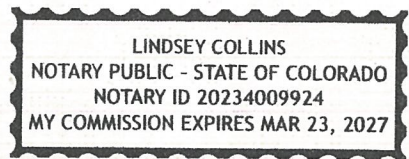
PATHWAY TO THE ROCKIES COUNCIL, BOY SCOUTS OF AMERICA, Owner

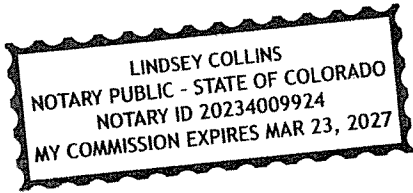
By: [Signature]
Jim Machamer, Scout Executive and CEO

The foregoing instrument was acknowledged before me this 7th day of May, 2026, by Jim Machamer, Scout Executive and CEO, PATHWAY TO THE ROCKIES COUNCIL BOY SCOUTS OF AMERICA.

Witness my hand and official seal.

My commission expires: 03/23/2027





Lindsey Collins

Notary Public

Executed this _____ day of _____, 20___, by:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____

Daniel Torres, P.E., Engineering Manager
Development Services, Department of Public Works
Designee of Joshua J. Palmer, P.E., County Engineer
Authorized signatory pursuant to Resolution No. 24-145

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, Engineering Manager, El Paso County Department of Public Works.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

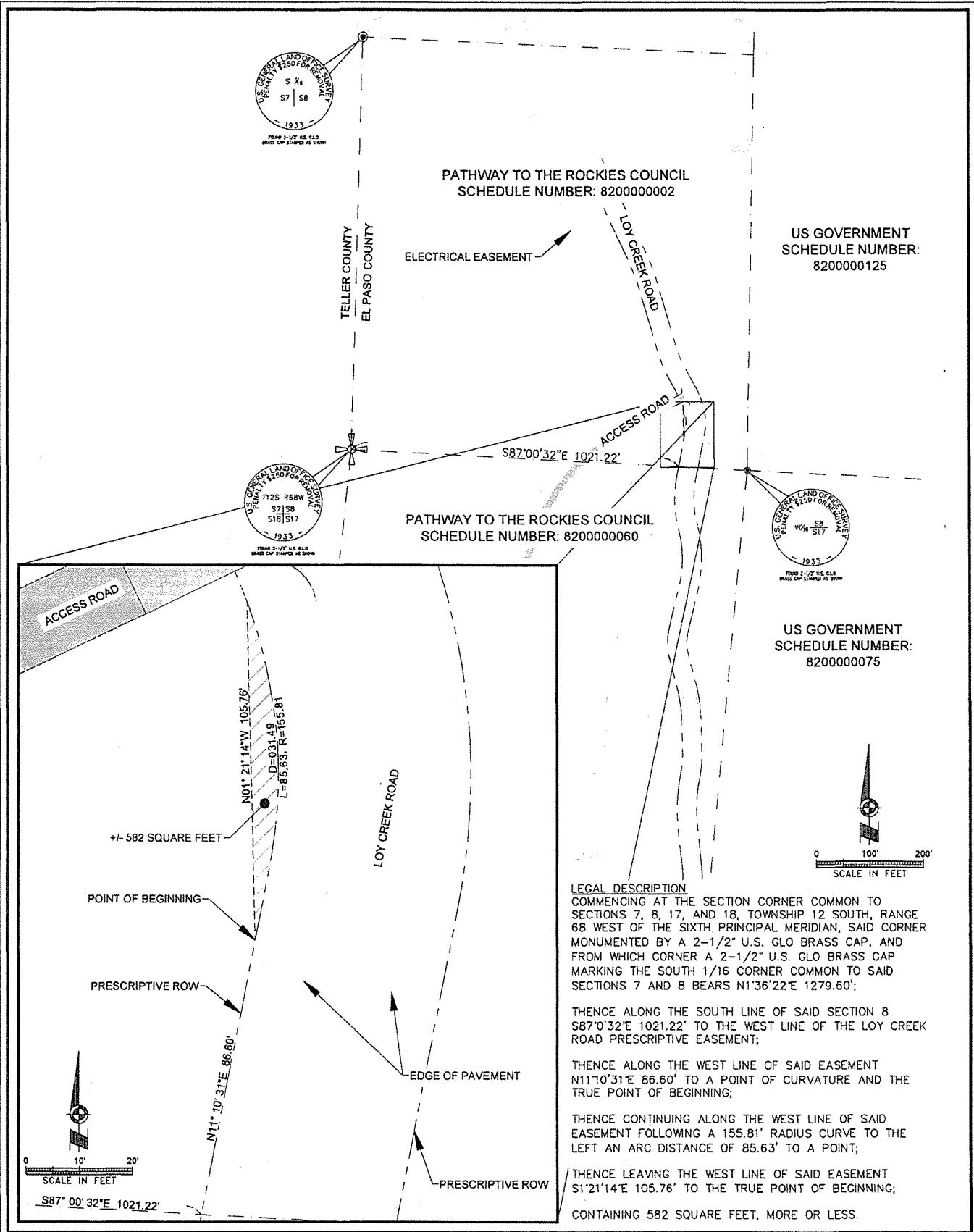
Assistant County Attorney



Exhibit A

The southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of section 8, township 12 south, range 68 west of the sixth principal meridian, containing 36 acres, more or less.

N:\Projects\109 Woodland Park\109-18 Glen Aspen Reservoir\06 CAD\Exhibits\Maint-Agreement_ Exhibit: Primary Access MA Exhibit: Mar 13, 2026 9:21 AM



LEGAL DESCRIPTION
 COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 7, 8, 17, AND 18, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CORNER MONUMENTED BY A 2-1/2" U.S. GLO BRASS CAP, AND FROM WHICH CORNER A 2-1/2" U.S. GLO BRASS CAP MARKING THE SOUTH 1/16 CORNER COMMON TO SAID SECTIONS 7 AND 8 BEARS N1°36'22"E 1279.60';

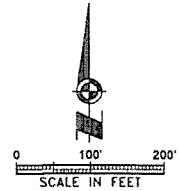
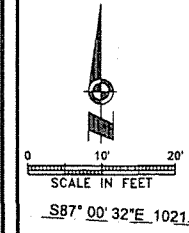
THENCE ALONG THE SOUTH LINE OF SAID SECTION 8 S87°0'32"E 1021.22' TO THE WEST LINE OF THE LOY CREEK ROAD PRESCRIPTIVE EASEMENT;

THENCE ALONG THE WEST LINE OF SAID EASEMENT N11°10'31"E 86.60' TO A POINT OF CURVATURE AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE WEST LINE OF SAID EASEMENT FOLLOWING A 155.81' RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 85.63' TO A POINT;

THENCE LEAVING THE WEST LINE OF SAID EASEMENT S1°21'14"E 105.76' TO THE TRUE POINT OF BEGINNING;

CONTAINING 582 SQUARE FEET, MORE OR LESS.



RESPEC
 Colorado Springs, CO
 5640 Tech Center Dr, Ste 100
 Colorado Springs, CO 80919
 Phone: 719.227.0072
 www.respec.com

EXHIBIT B

DESIGN: KMG
 DRAWN: KMG
 CHECKED: CR

PROJ No.
 W0309.25020
 FIGURE
 1