



188 Inverness Drive W
Suite 500
Englewood, CO 80112
TEL 303.721.6932

www.GarverUSA.com

TRANSMITTAL

Date: July 1, 2026

To: Colorado Department of Public Health and Environment (CDPHE)

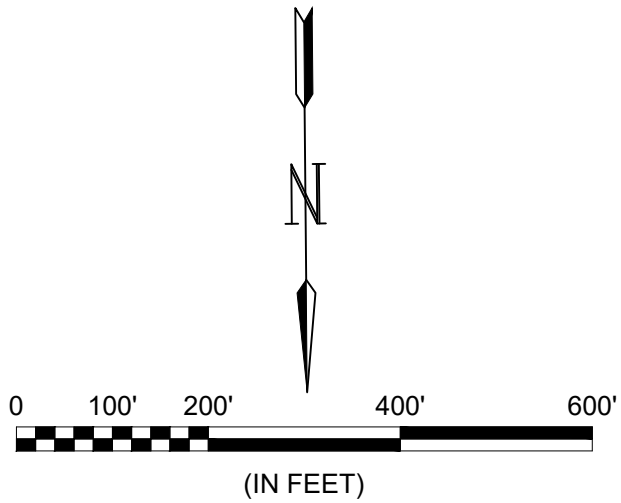
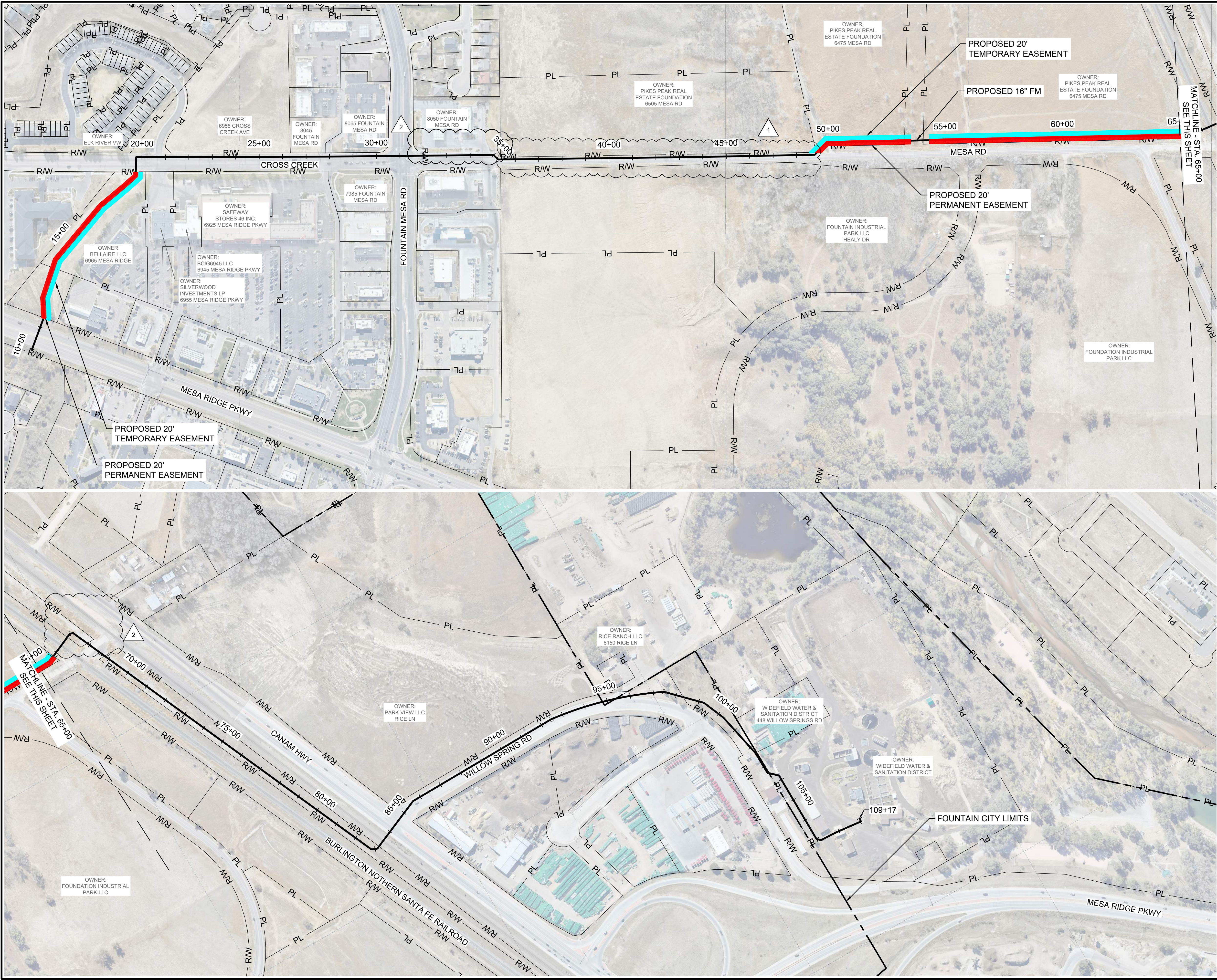
From: Shane Smith

RE: Widefield Water and Sanitation District - Jimmy Camp Lift Station Force Main Extension Control of Site Documents

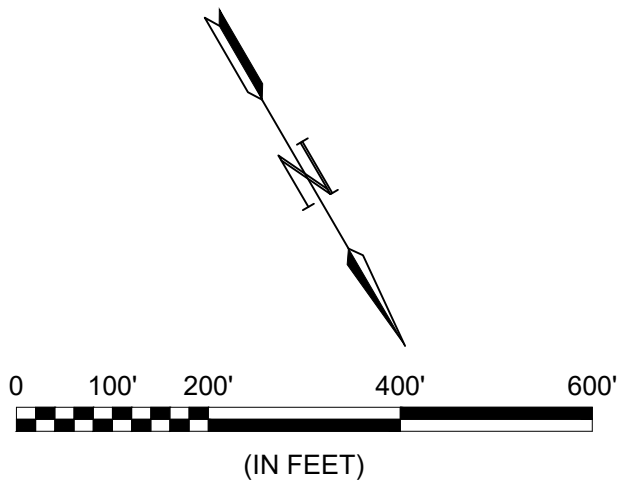
Included with this transmittal, please find the following documents showing that Widefield Water and Sanitation District has obtained adequate control over the project area:

- Drawing showing ownerships and easements
- Two permanent easements across private property
 - Bellaire LLC
 - Pikes Peak Real Estate Foundation
- City of Fountain Approval
- Two CDOT Utility Permits
 - US HWY 85
 - State HWY 16
- BNSF Utility Permit
- UPRR Utility Permit

File: I:\2022\22w23080 - widefield wsd jimmy camp fm design\Drawings\EXHIBITS\22W23080_WJC - Overall Easement Layout Plan.dwg Last Save: 6/18/2026 8:48 AM Last saved by: KRBallin
Last plotted by: Ballin, Kelly R Plot Style: AECmonochrome.ctb Plot Date: 6/18/2026 8:53 AM Plotter used: None



SYMBOL	DESCRIPTION
	PERMANENT ESMT.
	TEMPORARY CONSTRUCTION ESMT.



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THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

BY	SSS	SSS		
DESCRIPTION	ESMT & ALIGNMENT UPDATES	EASEMENT UPDATES		
DATE	03/23/26	06/18/26		
REV.	1	2		

WIDEFIELD WATER AND SANITATION DISTRICT
WIDEFIELD, COLORADO

JIMMY CAMP LIFT STATION
FORCE MAIN EXTENSION DESIGN

OVERALL EASEMENT LAYOUT PLAN

JOB NO.: 22W23080
DATE: APRIL 2026
DESIGNED BY: JWL
DRAWN BY: UOP
CHECKED BY: PMB

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
01-G006

SHEET NUMBER
06

- Two permanent easements across private property
 - Bellaire LLC
 - Pikes Peak Real Estate Foundation

SANITARY SEWER EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, 7410-7428 BELLAIRE LLC, a California limited liability company, whose address is 11826 Sheldon Street, Sun Valley, CA 91352 (the "Grantor"), hereby grants, bargains, sells and conveys to WIDEFIELD WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 8495 Fontaine Blvd., Colorado Springs, 80925 (the "District"), its successors and assigns, a 20 foot wide perpetual nonexclusive easement (the "Easement") to install, construct, reconstruct, operate, use, maintain, repair, replace and/or remove one or more water and/or sanitary sewer lines and related surface and subsurface improvements and appurtenances thereto (the "Improvements") in, to, through, over, under and across a parcel of real property located in El Paso County, Colorado, as more particularly described and depicted in the Exhibit As and Exhibit Bs attached hereto and incorporated herein by this reference (the "Premises").

It is hereby mutually covenanted and agreed by and between the Parties as follows:

1. The District, its employees, agents and contractors, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the installation, construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or

building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by and at the sole expense of the District without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. Grantor, at Grantor's expense, shall be solely responsible for the maintenance of the surface of the Premises, including any street surfacing, curbs, gutters and landscaping permitted within said Premises. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities that disturb the surface of the Premises, the District, shall restore the Premises as nearly as reasonably practical, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to such disturbance, except as necessarily modified to accommodate the Improvements. In the event District performs any activity including any maintenance or repair of the Improvements resulting in the disturbance of the surface of the Premises, District agrees, for a period of one year, to maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of such activities by District. After that one-year period, Grantor shall be responsible for the restoration of the general surface of the ground and the maintenance of the surface elevation and quality of the soil on the Premises.

4. The District shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying,

construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.

6. District shall have and may properly exercise its rights in the Premises in order to ensure to District a dominant easement for the exercise of District's functions. District agrees to permit and authorize such other uses of the Premises, as will not impair District's dominant rights, upon such reasonable terms, limitations and conditions as District shall find reasonably necessary to protect its dominant right to use the Premises.

7. It is expressly acknowledged and agreed that the District shall have the right and authority to assign this Easement, in whole or in part, or to grant licenses therein.

8. If District abandons use and operation of the Improvements, such abandonment shall not constitute abandonment of its rights under this Easement Agreement.

9. The Grantor warrants that Grantor has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in Grantor's title to the Premises or Grantors right to make the grant contained herein.

10. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and assigns of the Grantor and the District.

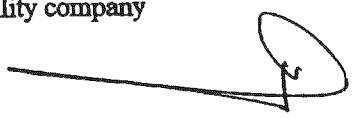
11. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are consistent with and do not unreasonably interfere with, the use of the Premises and any benefits of this Easement conferred upon the District, its successors and assigns as described herein, such determination to be made by the District in its reasonable discretion.

12. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land.

DATED this 15 day of JUNE, 2026

GRANTOR:

7410-7428 Bellaire LLC, a California
limited liability company

By:  _____

Its: _____

STATE OF ^{California} ~~COLORADO~~)
) ss.
 COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before this 15 day of June,
 2026 by Nathan A. Long as _____ of
 7410-7428 Bellaire LLC, a California limited liability company.

Witness my hand and official seal. 

My commission expires: 09/25/2028

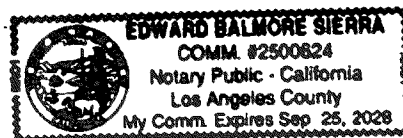
[SEAL]

Notary Public



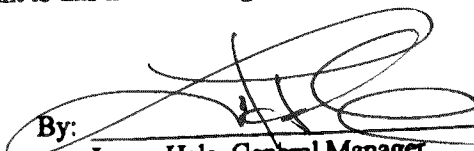
A notary public or other officer completing this certificate
 verifies only the identity of the individual who signed the
 document to which this certificate is attached, and not
 the truthfulness, accuracy, or validity of that document.

State of California, County of Los Angeles
 Subscribed and sworn to (or affirmed) before me
 on this 15 day of June, 2026,
 by Nathan A. Long,
 proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.
 Signature: Edward B. Sierra



ACCEPTANCE BY DISTRICT:

Upon execution below by an authorized representative of the District, the District hereby accepts the grant of Easement made pursuant to this Easement Agreement.

By: 
Lucas Hale, General Manager

Date: 6/19/20

EXHIBIT A

**Legal Descriptions of Easement
Attached**



EDWARD-JAMES SURVEYING, INC.

October 14, 2025
Job No. 2505-00
Sheet 1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION: PERMANENT EASEMENT

A TRACT OF LAND BEING A PORTION OF LOT 9, MARKETS AT MESA RIDGE FILING NO. 3A, RECORDED UNDER RECEPTION NUMBER 203130818, RECORDS OF EL PASO COUNTY, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

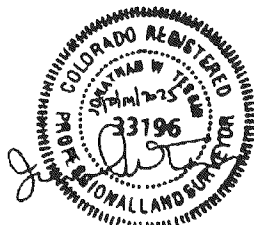
BASIS OF BEARINGS: BASIS OF BEARINGS: BEARINGS WERE ESTABLISHED BY UTILIZING THE COLORADO STATE PLANE COORDINATE SYSTEM, PUBLISHED NGS MONUMENT DATA, AND AN INDEPENDENT CHECK OF NGS MONUMENT S347 (PID JK0188) USING NOAA'S ONLINE POSITIONING USER SERVICE (OPUS). THE RESULTANT BEARING USED IN THE CALCULATION OF COORDINATES FOR THIS PROJECT OF N22°27'23"W IS A LINE BETWEEN THE PUBLISHED NAD 83(2011) POSITION FOR SAID MONUMENT S347 BEING A BRASS DISK IN CONCRETE MONUMENT STAMPED "S347 1953" AND THE SURVEYED NAD 83(2011) POSITION FOR NGS MONUMENT T347 (PID JK0186) BEING A BRASS DISK IN THE ABUTMENT OF A BRIDGE STAMPED "T347 1953"

COMMENCING AT THE NORTHEAST CORNER OF LOT 9, MARKETS AT MESA RIDGE FILING NO. 3A, RECORDED UNDER RECEPTION NUMBER 203130818, RECORDS OF EL PASO COUNTY; THENCE N69°41'57"W ON THE NORTHERLY LINE OF SAID LOT 9, A DISTANCE OF 163.51 FEET TO THE POINT OF BEGINNING; THENCE S24°41'03"W A DISTANCE OF 3.65 FEET; THENCE S03°10'14"E A DISTANCE OF 84.31 FEET THENCE S18°19'46"W A DISTANCE OF 133.11 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 9; THENCE N69°41'57"W ON SAID SOUTHERLY LINE A DISTANCE OF 20.01 FEET; THENCE N18°19'46"E A DISTANCE OF 128.63 FEET; THENCE N03°10'14"W A DISTANCE OF 83.97 FEET; THENCE N20°19'46"E A DISTANCE OF 8.43 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 9; THENCE S69°41'57"E ON THE NORTHERLY LINE OF SAID LOT 9 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 4,420 SQUARE FEET OR 0.101 ACRES, MORE OR LESS.

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.



EDWARD-JAMES SURVEYING, INC.

October 14, 2025
Job No. 2505-00
Page 1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION: PERMANENT EASEMENT

A TRACT OF LAND BEING A PORTION LOT 2, MARKETS AT MESA RIDGE FILING NO. 3C, AS RECORDED UNDER RECEPTION NUMBER 211713095 RECORDS OF EL PASO COUNTY, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

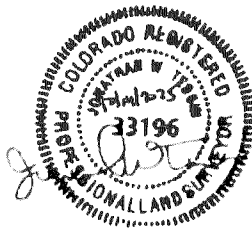
BASIS OF BEARINGS: BASIS OF BEARINGS: BEARINGS WERE ESTABLISHED BY UTILIZING THE COLORADO STATE PLANE COORDINATE SYSTEM, PUBLISHED NGS MONUMENT DATA, AND AN INDEPENDENT CHECK OF NGS MONUMENT S347 (PID JK0188) USING NOAA'S ONLINE POSITIONING USER SERVICE (OPUS). THE RESULTANT BEARING USED IN THE CALCULATION OF COORDINATES FOR THIS PROJECT OF N22°27'23"W IS A LINE BETWEEN THE PUBLISHED NAD 83(2011) POSITION FOR SAID MONUMENT S347 BEING A BRASS DISK IN CONCRETE MONUMENT STAMPED "S347 1953" AND THE SURVEYED NAD 83(2011) POSITION FOR NGS MONUMENT T347 (PID JK0186) BEING A BRASS DISK IN THE ABUTMENT OF A BRIDGE STAMPED "T347 1953."

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MARKETS AT MESA RIDGE FILING NO. 3C, AS RECORDED UNDER RECEPTION NUMBER 211713095, THENCE N69°41'57"W ON SAID NORTH LINE A DISTANCE OF 52.30 FEET TO THE POINT OF BEGINNING; THENCE S18°19'48"W A DISTANCE OF 41.27 FEET; THENCE S39°49'46"W A DISTANCE OF 302.78 FEET; THENCE S50°04'46"W A DISTANCE OF 123.03 FEET; THENCE S49°04'46"W A DISTANCE OF 28.52 FEET; THENCE S48°04'46"W A DISTANCE OF 25.09 FEET; THENCE S47°34'46"W A DISTANCE OF 16.88 FEET; THENCE S01°35'17"W A DISTANCE OF 10.42 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2; THENCE S89°47'14"W ON SAID SOUTH LINE A DISTANCE OF 20.01 FEET; THENCE N01°35'17"E A DISTANCE OF 19.54 FEET; THENCE N47°34'46"E A DISTANCE OF 25.45 FEET; THENCE N48°04'46"E A DISTANCE OF 25.35 FEET; THENCE N49°04'46"E A DISTANCE OF 28.86 FEET; THENCE N50°04'46"E A DISTANCE OF 121.41 FEET; THENCE N39°49'46"E A DISTANCE OF 297.19 FEET; THENCE N18°19'46"E A DISTANCE OF 38.18 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE S69°41'57"E A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 11,040 SQUARE FEET OR 0.253 ACRES.

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

926 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
PHONE: (719) 876-1216 FAX: (719) 876-1208

<http://ejssurveying.com>

4733 EAGLERIDGE CIRCLE
PUEBLO, CO. 81008
PHONE: (719) 545-6240 FAX: (719) 545-6247

EXHIBIT B

Graphic Depictions of Easement
Attached

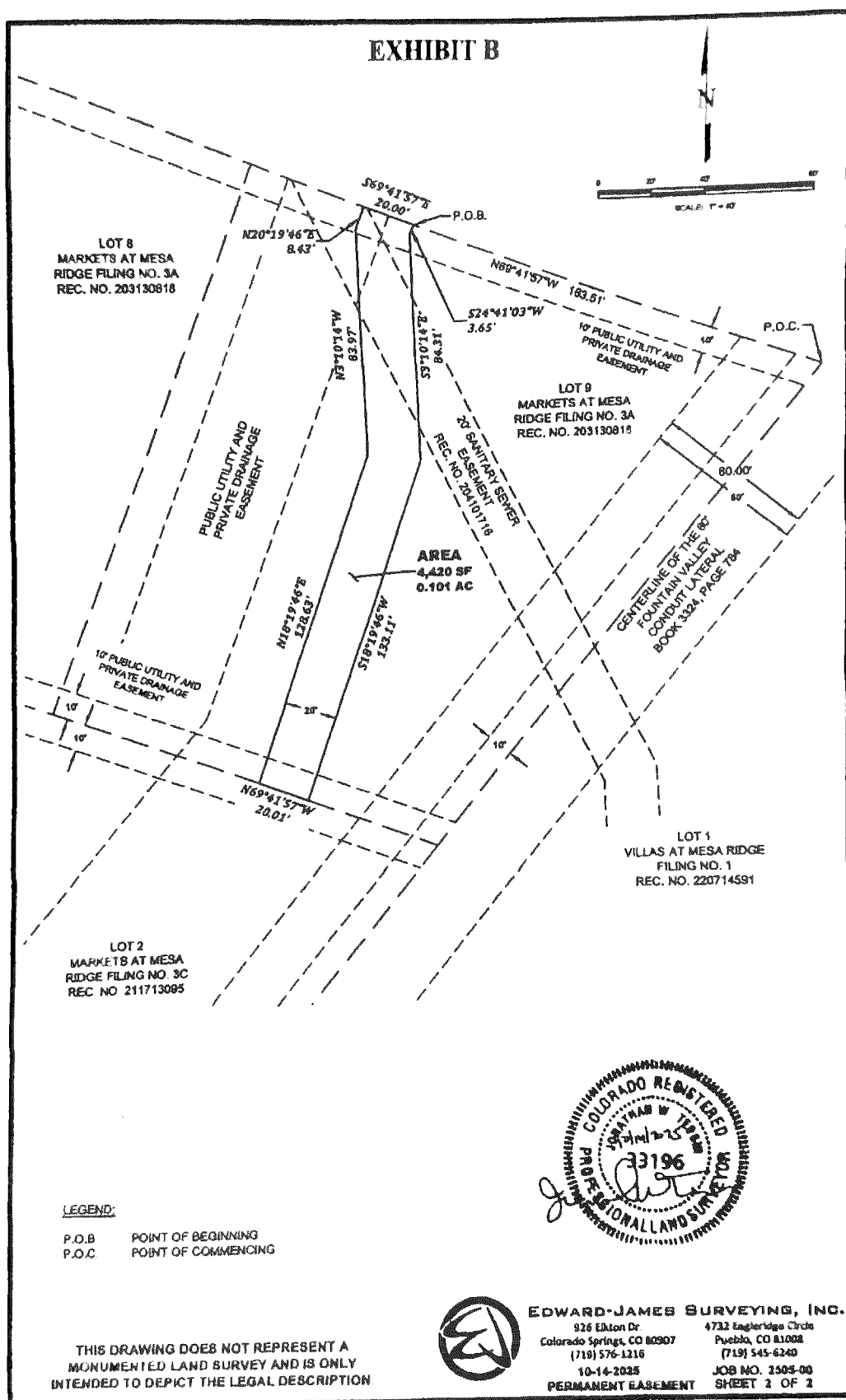
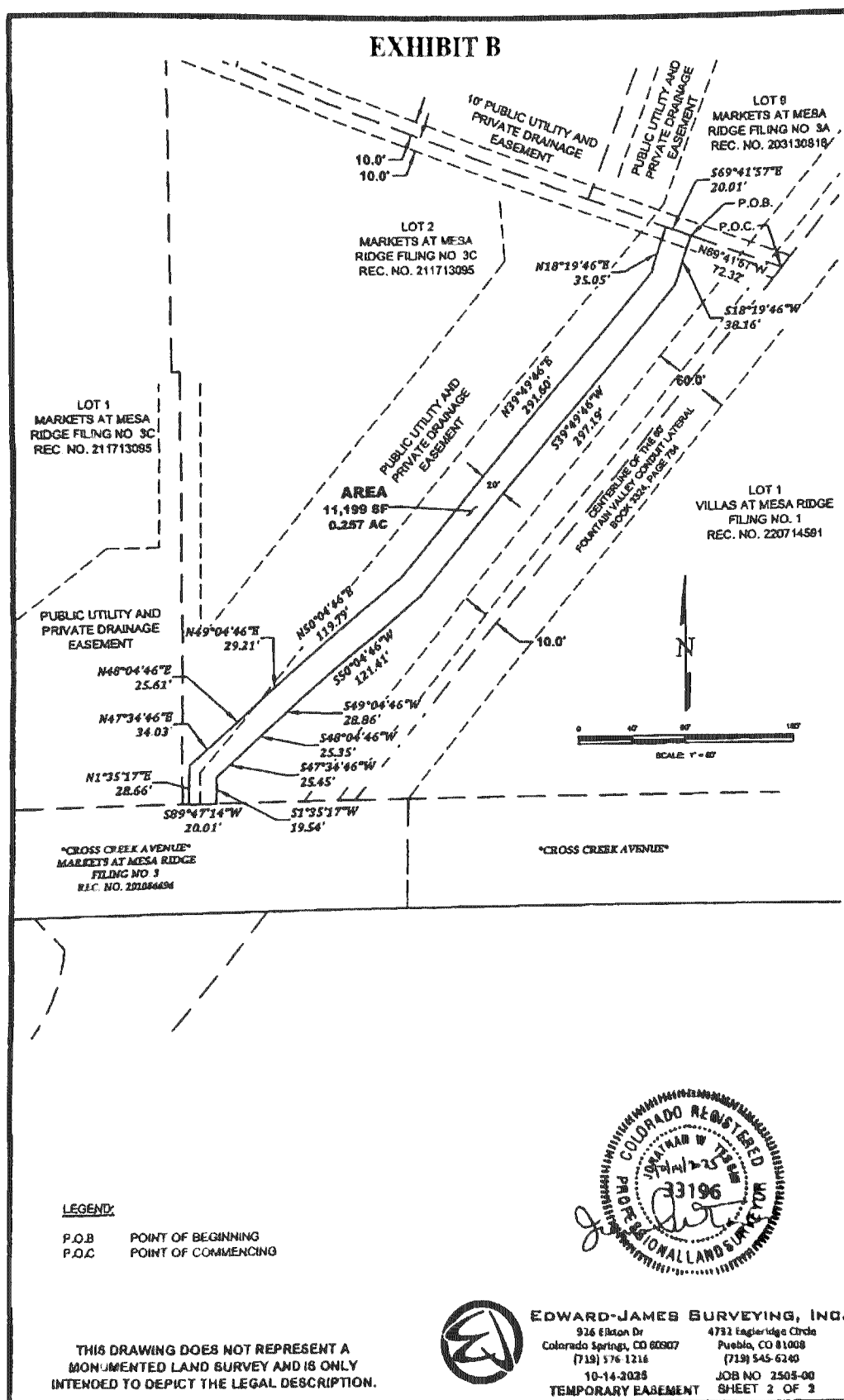


EXHIBIT B



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **7410-7428 BELLAIRE LLC**, a California limited liability company, whose address is 11826 Sheldon Street, Sun Valley, CA 91352 (the "**Grantor**"), hereby grants, bargains, sells and conveys to **WIDEFIELD WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 8495 Fontaine Blvd, Colorado Springs, CO 80925 (the "**District**"), its successors and permitted assigns, a twenty feet (20) wide temporary construction easement (the "**Temporary Construction Easement**") to install, construct, reconstruct, operate, use, maintain, repair, replace and/or remove one or more sanitary sewer lines] and related surface and subsurface improvements and appurtenances thereto (the "**Improvements**") in, to, through, over, under and across a parcel of real property located in El Paso County, Colorado, as more particularly described and depicted in the Exhibit As and Exhibit Bs attached hereto and incorporated herein by this reference (the "**Premises**").

It is hereby mutually covenanted and agreed by and between the Parties as follows:

1. The District, its employees, agents and contractors, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for surveying, installing, constructing, reconstructing, replacing and/or removing the Improvements.
2. The Temporary Construction Easement granted herein shall commence upon the execution of this Agreement and shall automatically terminate without any further act, documentation, or conveyance, two-years after substantial completion of the construction and installation of the Improvements.
3. Upon completion of its activities, the District, to the extent practicable, shall restore the Premises to the condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements. This obligation to restore the Premises shall survive the termination of this Temporary Construction Easement.
4. The Grantor agrees that no building, structure, or other above-ground obstruction that may interfere with the purposes for which this Temporary Construction Easement is granted

may be placed, erected, installed or permitted on the Premises during the term of this Temporary Construction Easement. The Grantor further agrees that in the event the terms of this paragraph are violated, the District shall have the immediate right to correct or eliminate such violation at the sole expense of the Grantor who shall promptly reimburse the District for any expense related thereto. The Grantor further agrees that it will not, in any manner, interfere with the purposes for which this Temporary Construction Easement is conveyed.

5. Each and every one of the benefits and burdens of this Temporary Construction Easement shall inure to and be binding upon the respective legal representatives, successors and permitted assigns of the Grantor and the District.

6. The Grantor warrants that Grantor has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in Grantor's title to the Premises or Grantors right to make the grant contained herein.

DATED this 15 day of JUNE, 2026

GRANTOR:

7410-7428 Bellaire LLC, a California limited liability company

By: _____

Its: _____

California
STATE OF ~~COLORADO~~)
) ss.
COUNTY OF Los Angeles)

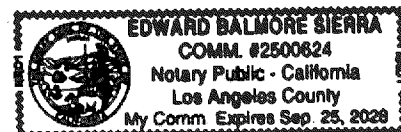
The foregoing instrument was acknowledged before this 15 day of June, 2026 by Nathan D. Lang, as _____ of 7410-7428 Bellaire LLC, a California limited liability company.

Witness my hand and official seal. Edward B. Sierra

My commission expires: 09/25/2028

[S E A L]

Notary Public



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 06/15/2026 before me, Edward Balmore Sierra, Notary Public
(insert name and title of the officer)

personally appeared Nathan Arie Lang
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

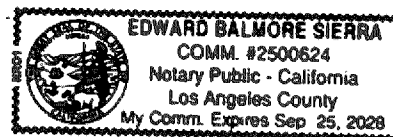
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Edward Balmore Sierra

(Seal)



ACCEPTANCE BY DISTRICT:

Upon execution below by an authorized representative of the District, the District hereby accepts the Temporary Construction Easement made pursuant to this Temporary Construction Easement Agreement.

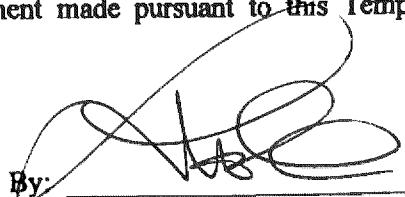
By: _____
Lucas Hale, General ManagerDate: 6/19/20

EXHIBIT A

Legal Descriptions of Temporary Construction Easement



EDWARD-JAMES SURVEYING, INC.

October 14, 2025
 Job No. 2505-00
 Sheet 1 of 2

EXHIBIT "A"**LEGAL DESCRIPTION: TEMPORARY EASEMENT**

A TRACT OF LAND BEING A PORTION OF LOT 9, MARKETS AT MESA RIDGE FILING NO. 3A, RECORDED UNDER RECEPTION NUMBER 203130818, RECORDS OF EL PASO COUNTY, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

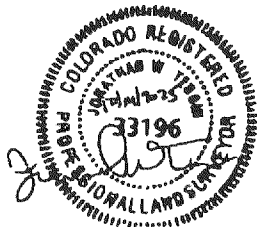
BASIS OF BEARINGS: BASIS OF BEARINGS: BEARINGS WERE ESTABLISHED BY UTILIZING THE COLORADO STATE PLANE COORDINATE SYSTEM, PUBLISHED NGS MONUMENT DATA, AND AN INDEPENDENT CHECK OF NGS MONUMENT S347 (PID JK0188) USING NOAA'S ONLINE POSITIONING USER SERVICE (OPUS). THE RESULTANT BEARING USED IN THE CALCULATION OF COORDINATES FOR THIS PROJECT OF N22°27'23"W IS A LINE BETWEEN THE PUBLISHED NAD 83(2011) POSITION FOR SAID MONUMENT S347 BEING A BRASS DISK IN CONCRETE MONUMENT STAMPED "S347 1953" AND THE SURVEYED NAD 83(2011) POSITION FOR NGS MONUMENT T347 (PID JK0188) BEING A BRASS DISK IN THE ABUTMENT OF A BRIDGE STAMPED "T347 1953."

COMMENCING AT THE NORTHEAST CORNER OF LOT 9, MARKETS AT MESA RIDGE FILING NO. 3A, RECORDED UNDER RECEPTION NUMBER 203130818, RECORDS OF EL PASO COUNTY; THENCE N69°41'57"W ON THE NORTHERLY LINE OF SAID LOT 9, A DISTANCE OF 183.51 FEET TO THE POINT OF BEGINNING; THENCE S20°19'46"W A DISTANCE OF 8.43 FEET; THENCE S03°10'14"E A DISTANCE OF 83.97 FEET; THENCE S18°19'46"W A DISTANCE OF 128.63 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 9; THENCE N69°41'57"W ON THE SOUTHERLY LINE OF SAID LOT 9 A DISTANCE OF 20.01 FEET; THENCE N18°19'46"E A DISTANCE OF 124.14 FEET; THENCE N03°10'14"W A DISTANCE OF 84.34 FEET; THENCE N20°19'48"E A DISTANCE OF 12.58 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 9; THENCE S69°41'47"E ON SAID NORTHERLY LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 4,421 SQUARE FEET OR 0.101 ACRES, MORE OR LESS.

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
 COLORADO PLS NO. 33196
 FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.



EDWARD-JAMES SURVEYING, INC.

October 14, 2025
Job No. 2505-00
Page 1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION: TEMPORARY EASEMENT

A TRACT OF LAND BEING PORTION LOT 2, MARKETS AT MESA RIDGE FILING NO. 3C, AS RECORDED UNDER RECEPTION NUMBER 211713095, RECORDS OF EL PASO COUNTY, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BASIS OF BEARINGS: BASIS OF BEARINGS: BEARINGS WERE ESTABLISHED BY UTILIZING THE COLORADO STATE PLANE COORDINATE SYSTEM, PUBLISHED NGS MONUMENT DATA, AND AN INDEPENDENT CHECK OF NGS MONUMENT S347 (PID JK0188) USING NOAA'S ONLINE POSITIONING USER SERVICE (OPUS). THE RESULTANT BEARING USED IN THE CALCULATION OF COORDINATES FOR THIS PROJECT OF N22°27'23"W IS A LINE BETWEEN THE PUBLISHED NAD 83(2011) POSITION FOR SAID MONUMENT S347-BEING A BRASS DISK IN CONCRETE MONUMENT STAMPED "S347 1953" AND THE SURVEYED NAD 83(2011) POSITION FOR NGS MONUMENT T347 (PID JK0186) BEING A BRASS DISK IN THE ABUTMENT OF A BRIDGE STAMPED "T347 1953."

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MARKETS AT MESA RIDGE FILING NO. 3C, AS RECORDED UNDER RECEPTION NUMBER 211713095. THENCE N69°41'57"W ON SAID NORTH LINE A DISTANCE OF 72.32 FEET TO THE POINT OF BEGINNING; THENCE S18°19'46"W A DISTANCE OF 38.16 FEET; THENCE S39°49'46"W A DISTANCE OF 297.19 FEET; THENCE S50°04'46"W A DISTANCE OF 121.41 FEET; THENCE S49°04'46"W A DISTANCE OF 28.88 FEET; THENCE S48°04'46"W A DISTANCE OF 25.35 FEET; THENCE S47°34'46"W A DISTANCE OF 25.45 FEET; THENCE S01°35'17"W A DISTANCE OF 19.54 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2, MARKETS AT MESA RIDGE FILING 3C; THENCE S89°47'14"W ON SAID SOUTH LINE A DISTANCE OF 20.01 FEET; THENCE N01°35'17"E A DISTANCE OF 28.88 FEET; THENCE N47°34'46"E A DISTANCE OF 34.03 FEET; THENCE N48°04'46"E A DISTANCE OF 25.61 FEET; THENCE N49°04'46"E A DISTANCE OF 28.21 FEET; THENCE N50°04'46"E A DISTANCE OF 119.79 FEET; THENCE N39°49'46"E A DISTANCE OF 291.60 FEET; THENCE N18°19'46"E A DISTANCE OF 35.05 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE S89°41'57"E ON THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 11,199 SQUARE FEET OR 0.257 ACRES.

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT B

Graphic Depictions of Temporary Construction Easement

EXHIBIT B

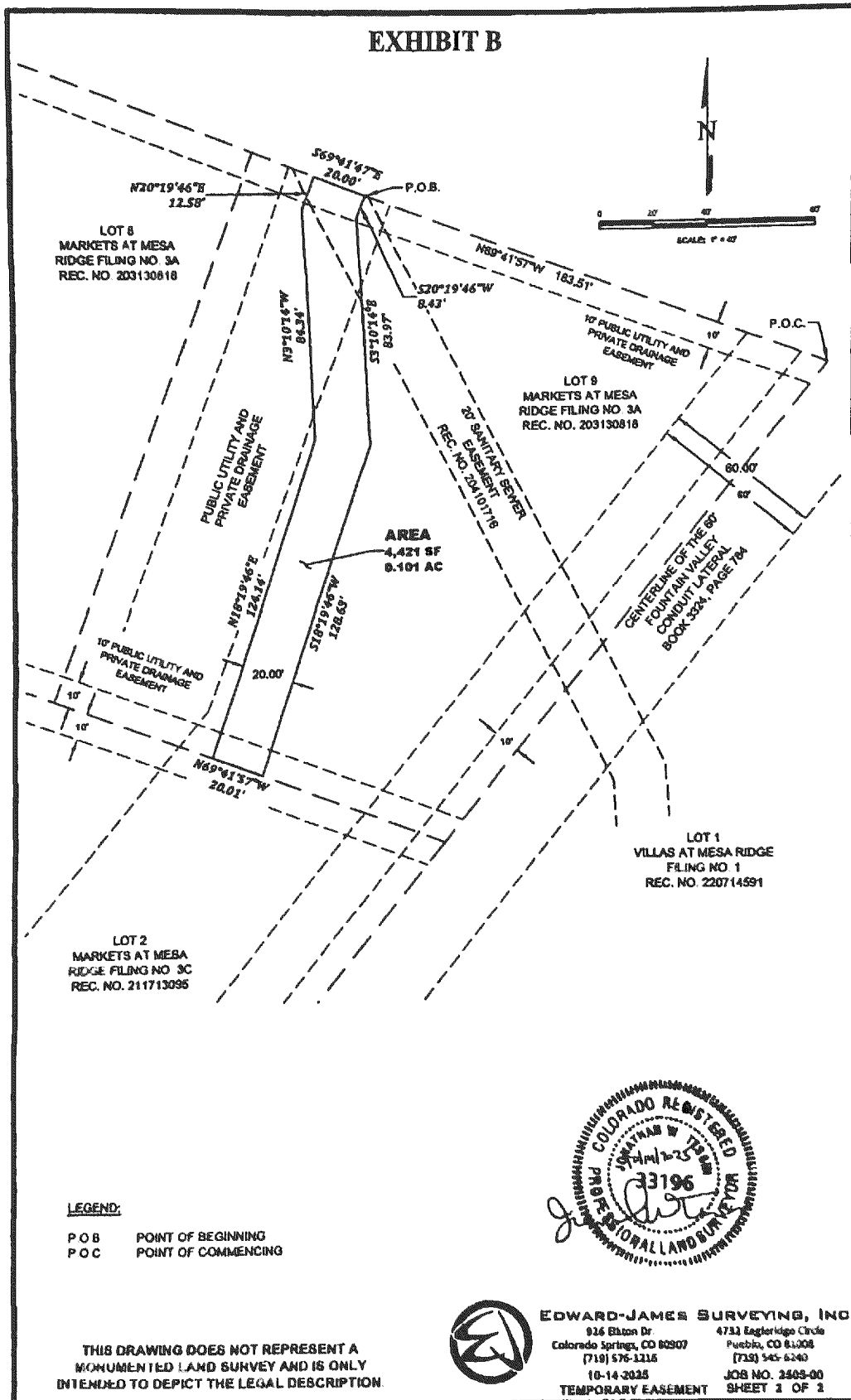
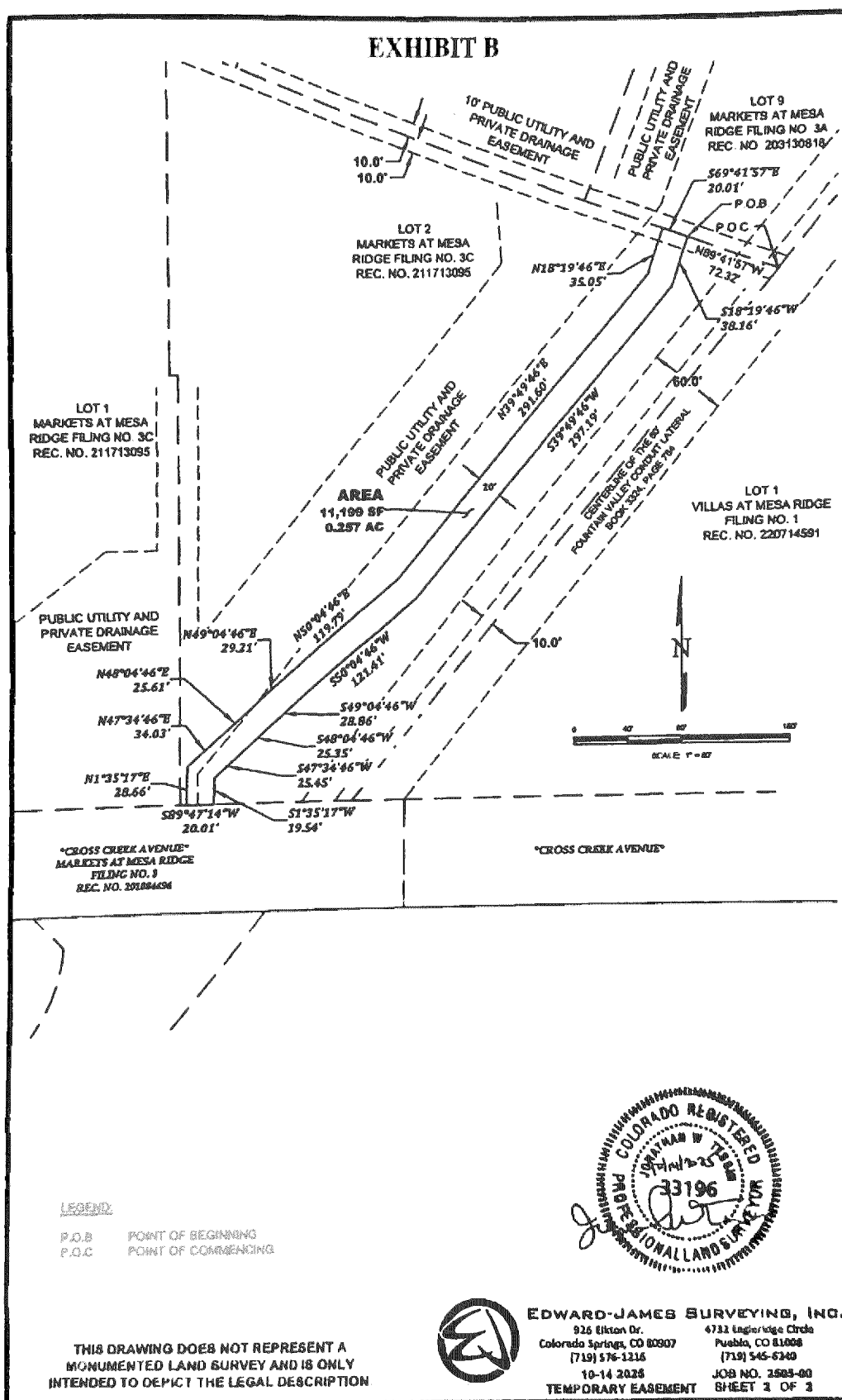


EXHIBIT B



SANITARY SEWER EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **PIKES PEAK REAL ESTATE FOUNDATION, INC.**, a Colorado nonprofit corporation whose address is 315 E. Pikes Peak Avenue, Suite 120, Colorado Springs, CO 80903, (the “**Grantor**”), hereby grants, bargains, sells and conveys to **WIDEFIELD WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 8495 Fontaine Blvd., Colorado Springs, 80925 (the “**District**”), its successors and assigns, a twenty (20) feet wide perpetual nonexclusive easement (the “**Easement**”) to install, construct, reconstruct, operate, use, maintain, repair, replace and/or remove one or more water and/or sanitary sewer lines and related subsurface improvements, at-grade surface improvements, and appurtenances thereto (the “**Improvements**”) in, to, through, under and across a parcel of real property located in El Paso County, Colorado, as more particularly described and depicted in **Exhibit A** and **Exhibit B** attached hereto and incorporated herein by this reference (the “**Premises**”).

It is hereby mutually covenanted and agreed by and between the Parties as follows:

1. The District, its employees, agents and contractors, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the installation, construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.
2. The Grantor shall not construct or place any structure or building, whether temporary or permanent, or plant any tree, woody plant or garden on any part of the Premises; however, such limitation shall not preclude the planting of grass or other approved low-height landscaping, construction of roads or parking lots as may be required or beneficial for the development of Grantor’s

property as provided for by paragraph 7 below. Any structure or building, whether temporary or permanent, or any tree or woody plant or garden of any kind situated on the Premises as of the date of this Easement Agreement may be removed by and at the sole expense of the District without liability therefor. Any structure or building, whether temporary or permanent, or any tree, woody plant, or garden of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. Grantor, at Grantor's expense, shall be solely responsible for the maintenance of the surface of the Premises, including any street surfacing, curbs, gutters and landscaping permitted within said Premises. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities that disturb the surface of the Premises, the District, shall restore the Premises as nearly as reasonably practical, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to such disturbance, except as necessarily modified to accommodate the Improvements. In the event District performs any activity including any maintenance or repair of the Improvements resulting in the disturbance of the surface of the Premises, District agrees, for a period of one year, to maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of such activities by District. After that one-year period, Grantor shall be responsible for the restoration of the general surface of the ground and the maintenance of the surface elevation and quality of the soil on the Premises. District agrees to require any contractor it engages to do work within or around the Easement area to carry and have in place customary and adequate liability insurance.

4. The District shall have the right to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or

removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is reasonably necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.

6. District shall have and may properly exercise its rights in the Premises in order to ensure to District a dominant easement for the exercise of District's rights under this Easement. District agrees to permit and authorize such other uses of the Premises, as will not impair District's dominant rights, upon such reasonable terms, limitations and conditions as District shall find reasonably necessary to protect its dominant right to use the Premises.

7. Grantor's property which adjoins the Easement is currently undeveloped but is planned for future development, and the District acknowledges that Grantor intends to develop its property without impairing this Easement. Except as specifically provided for herein to the contrary, Grantor retains the right to make full use of its property constituting the Easement, except for such use as might endanger or interfere with the dominant rights of the District in this Easement. Grantor reserves use of the property subject to this Easement, whether longitudinal or otherwise, for installing the following: pavement or other road surfaces, curbs, gutters, sidewalks, parking areas and associated curb cuts, paved or other surface driveways, low-height landscaping, and sprinkler systems, and other improvements that may be necessary or desirable for development of Grantor's property that can be accommodated without impairing the District's use of this Easement ("Grantor Improvements"); provided however, that the exercise of such rights, in the reasonable opinion of the District, does not

injure or interfere with, now or in the future, any of the District's rights in the Easement including, but not limited to, District's rights of maintenance and reasonable access. Prior to construction of any such Grantor Improvements, Grantor shall provide plans to the District for its review, which shall be timely made, and the District's prior written approval, which shall not be unreasonably withheld.

8. It is expressly acknowledged and agreed that the District shall have the right and authority to assign this Easement, in whole or in part, or to grant licenses therein.

9. If District abandons use and operation of the Improvements, such abandonment shall not constitute abandonment of its rights under this Easement Agreement.

10. This grant of an Easement is made subject to the Statutory Exceptions to title. Other than the Statutory Exceptions, Grantor warrants that Grantor has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in Grantor's title to the Premises or Grantors right to make the grant contained herein.

11. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and assigns of the Grantor and the District.

12. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are consistent with and do not unreasonably interfere with, the use of the Premises and any benefits of this Easement conferred upon the District, its successors and assigns as described herein, such determination to be made by the District in its reasonable discretion.

13. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land.

DATED this 22 day of June, 2026.

GRANTOR:

Pikes Peak Real Estate Foundation, Inc., a
Colorado nonprofit corporation

By: Samuel Clark

Its: Executive Director

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

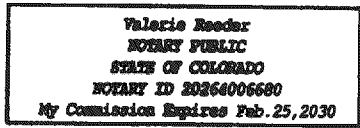
The foregoing instrument was acknowledged before this 22 day of June,
~~2026~~ by SAMUEL CLARK as Executive Director of
Pikes Peak Real Estate Foundation, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 2-22-2030

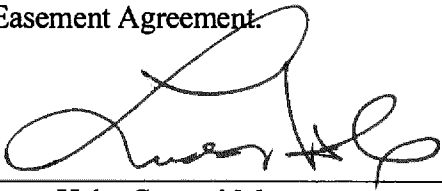
[S E A L]

V Reeder
Notary Public



ACCEPTANCE BY DISTRICT:

Upon execution below by an authorized representative of the District, the District hereby accepts the grant of Easement made pursuant to this Easement Agreement.

By: 
Lucas Hale, General Manager

Date: 6/22/20

EXHIBIT A

Legal Descriptions of Easement Attached



EDWARD-JAMES SURVEYING, INC.

October 14, 2025
 Job No. 2505-00
 Sheet 1 of 3

EXHIBIT "A"

LEGAL DESCRIPTION: PERMANENT EASEMENT

A TRACT OF LAND BEING A PORTION THE SOUTH HALF OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BASIS OF BEARINGS: BEARINGS WERE ESTABLISHED BY UTILIZING THE COLORADO STATE PLANE COORDINATE SYSTEM, PUBLISHED NGS MONUMENT DATA, AND AN INDEPENDENT CHECK OF NGS MONUMENT S347 (PID JK0188) USING NOAA'S ONLINE POSITIONING USER SERVICE (OPUS). THE RESULTANT BEARING USED IN THE CALCULATION OF COORDINATES FOR THIS PROJECT OF N22°27'23"W IS A LINE BETWEEN THE PUBLISHED NAD 83(2011) POSITION FOR SAID MONUMENT S347 BEING A BRASS DISK IN CONCRETE MONUMENT STAMPED "S347 1953" AND THE SURVEYED NAD 83(2011) POSITION FOR NGS MONUMENT T347 (PID JK0186) BEING A BRASS DISK IN THE ABUTMENT OF A BRIDGE STAMPED "T347 1953."

EASEMENT NO. 1

COMMENCING AT THE NORTHWEST CORNER OF PARCEL A, AS DESCRIBED IN THE QUIT CLAIM DEED RECORDED UNDER RECEPTION NUMBER 224001187, RECORDS OF EL PASO COUNTY, COLORADO; THENCE S23°54'34"E ON THE WESTERLY LINE OF SAID QUIT CLAIM DEED A DISTANCE OF 50.55 FEET TO THE POINT OF BEGINNING; THENCE N66°18'18"E A DISTANCE OF 32.19 FEET; THENCE N88°48'18"E A DISTANCE OF 1,119.87 FEET TO POINT A THENCE S00°47'43"W A DISTANCE OF 20.01 FEET; THENCE S88°48'18"W A DISTANCE OF 1,115.19 FEET; THENCE S66°18'18"W A DISTANCE OF 28.14 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL A; THENCE N23°54'34"W ON THE WESTERLY BOUNDARY OF SAID PARCEL A, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 22,954 SQUARE FEET OR 0.527 ACRES.

October 14, 2025
 Job No. 2505-00
 Page 2 of 3

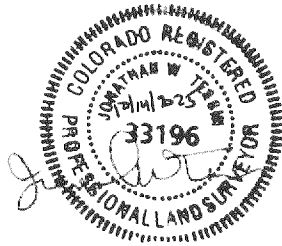
EASEMENT NO. 2

COMMENCING AT ABOVE-DESCRIBED POINT A, SAID POINT BEING THE POINT OF COMMENCING; THENCE N88°48'18"E A DISTANCE OF 80.05 FEET TO THE POINT OF BEGINNING; THENCE N88°48'18"E A DISTANCE OF 350.69 FEET; THENCE N44°26'06"E A DISTANCE OF 42.55 FEET TO THE NORTHERLY LINE OF PARCEL A, AS DESCRIBED IN THE QUIT CLAIM DEED RECORDED UNDER RECEPTION NUMBER 224001187, RECORDS OF EL PASO COUNTY, COLORADO; THENCE N88°57'55"E ON SAID NORTHERLY LINE A DISTANCE OF 28.52 FEET THENCE S44°26'06"W A DISTANCE OF 71.03 FEET; THENCE S88°48'18"W A DISTANCE OF 359.54 FEET; THENCE N00°47'43"E A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 8,238 SQUARE FEET OR 0.189 ACRES.

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
 COLORADO PLS NO. 33196
 FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT B

Graphic Depiction of Easement Attached

- City of Fountain Approval



City Engineer
City of Fountain
116 S. Main Street
Fountain, CO 80817

October 9, 2025

Subject: Jimmy Camp Station Capacity Improvement: Force Main Extension Design, Widefield
Water and Sanitation District – City of Fountain Construction Plan Acceptance

Garver
c/o Wesley Lozano
188 Inverness Drive West
Englewood, Colorado 80112

Mr. Lozano,

This letter is to provide notification that we have reviewed the above-mentioned construction documents and feel that all of our comments have been addressed adequately. Please consider this letter as approval to construct the improvements contained therein within the City of Fountain limits.

If you have any questions or concerns, please contact me at 719-393-4935.

Sincerely,

Benjamin E. Sheets, P.E.
City Engineer

Cc: Bob McDonald, City Transportation Director
Carl Spengler, City Engineering Inspector
Taylor Murphy, City Water Resources Manager
Danny Lopez, City Water Resources Engineering Technician
Jonathan Moore, Fountain Sanitation District

- Two CDOT Utility Permits
 - US HWY 85
 - State HWY 16



COLORADO

Department of Transportation

Region 2

Traffic & Safety - Access Permits

March 5, 2026

Rob Bannister - Rob Bannister
8495 Fontaine Blvd
Colorado Springs, Colorado 80925

Wesley Lozano - Wesley Lozano
8221 Scarborough Dr
Colorado Springs, Colorado 80920
jwlozano@garverusa.com

Extension of Colorado State Highway Utility/Special Use Permit

Access Permit No	SH/MP/Side	Location	Facility
2250335	016A/2.15/	State Hwy 016A, MP 2.145 EPC	Widefield Water and Sanitation District

Permittee/Applicant,

Your request for an extension of the above-referenced State Highway Utility/Special Use Permit has been approved. This permit, which was originally due to expire on 01/30/2026, has been extended to 07/31/2026.

Work shall be allowed based on weather conditions and when the CDOT Permit Coordinator authorizes work schedule. All provisions of the permit are still in effect. If applicable, please ensure the Occupancy Lane Closure Report is returned to the CDOT Permit Coordinator in accordance with the terms of the permit.

A copy of this letter must be attached to the permit and be readily available at the job site when performing the work.

If there are any further concerns or questions, please feel free to contact your permit Inspector.

xc: Meyers
Lancaster/Martinez/Rodrequez/file





COLORADO

Department of Transportation

Region 2

Traffic & Safety - Access Permits

March 5, 2026

Rob Bannister - Rob Bannister
8495 Fontaine Blvd
Colorado Springs, Colorado 80925

Wesley Lozano - Wesley Lozano
8221 Scarborough Dr
Colorado Springs, Colorado 80920
jwlozano@garverusa.com

Extension of Colorado State Highway Utility/Special Use Permit

Access Permit No	SH/MP/Side	Location	Facility
2250336	085A/131.48/	State Hwy 085A, MP 131.483 EPC	Widefield Water and Sanitation District

Permittee/Applicant,

Your request for an extension of the above-referenced State Highway Utility/Special Use Permit has been approved. This permit, which was originally due to expire on 06/30/2026, has been extended to **07/31/2026**.

Work shall be allowed based on weather conditions and when the CDOT Permit Coordinator authorizes work schedule. All provisions of the permit are still in effect. If applicable, please ensure the Occupancy Lane Closure Report is returned to the CDOT Permit Coordinator in accordance with the terms of the permit.

A copy of this letter must be attached to the permit and be readily available at the job site when performing the work.

If there are any further concerns or questions, please feel free to contact your permit Inspector.

xc: Meyers
Lancaster/Martinez/Rodriquez/file



UTILITY PERMIT

2250336

PERMITTEE Name: Widefield Water and Sanitation District		APPLICANT Name: Wesley Lozano		DEPARTMENT USE ONLY Date Issued: 01/22/2026	
REP: Rob Bannister		REP: Wesley Lozano		Permit # 2250336	Milepost(s) 131.483
Address: 8495 Fontaine Blvd Colorado Springs, Colorado 80925		Address: 8221 Scarborough Dr Colorado Springs, Colorado 80920		S.H.# 085	Side(s)
Email: rob@wwsdonline.com		Email: jwlozano@garverusa.com		Region: 2	131.483
Telephone: 7192012031		Telephone: 830-370-2608		S.H. Section : A	
				Patrol: Eric Meyers	

NOTICE TO PERMITTEE: For underground facility location information, contact the Utility Notification Center of Colorado (UNCC). Pursuant to 9-1.5-103 C.R.S. you shall not make or begin excavation without first notifying the UNCC and if necessary, then notifying the tier two members having underground facilities in the area of such excavation. Notification shall also be given to the CDOT regional permitting office, or as otherwise directed by this Permit's Special Provisions. Notice of the commencement, extent and duration of the excavation work shall be given at least two business days prior thereto, not including the day of actual notice. The UNCC may be called at 1-800-922-1987. **FOR CDOT LOCATES CONTACT 811**

ACTIVITY DESCRIPTION (Furnished by Permittee)

PURPOSE ☒ Installation ☐ Adjustment ☐ Removal ☐ Relocation ☐ SUE/Other ☐ Maintenance of Existing Facility

FACILITY

DESCRIPTION OF WORK: Trenchless (jack & bore) crossing of highway for installation of 16" sanitary sewer piping.

NATURE OF INSTALLATION: ☐ Longitudinal ☒ Transverse (Crossing) ☒ Buried ☐ Aerial/Ground-mounted

LOCATION:

County: **El Paso County**

City/Town: **Fountain**

ADDITIONAL REMARKS: No work in adverse weather conditions

SPECIAL PROVISIONS (completed by the Department) The Special Provisions are terms and conditions of this permit.

Any work shall only be in accordance with the approved plans and special provisions as set forth in this permit and its attachments.

CDOT permit coordinator: Gabe Martinez Telephone: 719-251-7830 Email: gabrielj.martinez@state.co.us

- Please contact Michelle Regalado @ michelle.regalado@state.co.us , 48 hours prior to the start of your project for CDOT's records, Daily project reports and a final walk through are required.
- Any potholes in the asphalt must be flow filled and patched with hot mix and must match the existing thickness of the asphalt. Any potholes in the concrete will require the entire panel be replaced.
- All work shall comply with the plans submitted and that are on file with the Colorado Department of Transportation.
- All subcontractors included in this project will be covered under this permit.
- Submit all as built plans to CDOT no later than 45 days after the completion of the project.
- The permittee shall contact local law enforcement and fire department to ensure traffic control does not interfere with an emergency route.
- The contractor working within CDOT right-of-way shall make a conservative effort when constructing not to block or interfere with business or residential access.
- The contractor shall not block or impact sight distances at intersections.
- Permittee must call oversized permits to confirm that the project does not interfere with oversize loads and truck routes. (303)-757-9539.
- It is the responsibility of the permittee to comply with the MUTCD for temporary traffic control when working within CDOT right of way.
- All data must be verified and collected. All trenched and buried utilities must have a tracer wire and must be electronically locatable. Pointman must be used to record, map, and enter the utility data.
- Permittee must follow the Lane Closure Schedules, and must fill out, and submit an occupancy report anytime a lane will be closed at least 24 hours prior to the lane closure. Occupancy report is in the portal under your permit.
- Any lane closures on Interstates and US highways must be approved by CDOT's traffic engineer with times, dates, and the duration of time lane will be closed.
- By signing you agree to all terms, and conditions, and are responsible for all damages, and repairs within CDOT right of way. Permittee is responsible for any relocations of your utility, damages, and repairs to CDOT property that are associated with this permit.
- It is the responsibility of the permittee to comply with the subsurface utility engineering requirements as defined in Senate Bill 18-167.

Work is to be completed on or before: 06/30/2026

Work time restrictions: No lane closures from 4pm to 6pm.

Designated minimum cover is No less than 48"

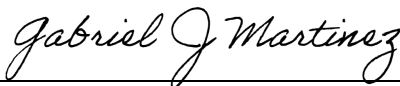
Designated overhead clearance is N/A

(ALSO SEE ATTACHED STANDARD PROVISIONS, AND ADDITIONAL SPECIAL PROVISIONS), (TRAFFIC CONTROL MUST CONFORM TO THE MUTCD)

Other: **INSPECTION SERVICES REQUIRED, SEE ADDITIONAL SPECIAL PROVISIONS**

Permittee is prohibited from commencing any work within highway ROW prior to issuance of a fully endorsed and validated permit. Permit, plan exhibit, insurance certificate(s), and traffic control plan must be available on site during work. High visibility vests are required at all times during working hours.

1. Your request to use and/or occupy state highway system rights of way as described above is granted subject to the terms and conditions of this permit, including the Standard and Special Provisions as shown on the permit and all attachments hereto.
2. To the extent authorized by law, Permittee hereby assumes, releases and agrees to indemnify, defend, protect, and save the State of Colorado harmless from and against any loss and/or damages to the property of the State of Colorado, third parties or the Permittee's facilities, and all loss and/or damage on account of injury to or death of any person whomsoever, arising at any time, caused by or growing out of the occupation of Colorado State Highway rights of way by Permittee's facilities or any part thereof, including but not limited to installation, adjustment, relocation, maintenance or operation, or removal of existing facilities, unless such loss and/or damage arises from the sole negligence or willful conduct of the State of Colorado or its employees or agents.
3. Failure by the Permittee to comply with any of the included terms or conditions may subject this permit to suspension or cancellation, at the discretion of the Department of Transportation.
4. THIS PERMIT IS NOT VALID UNTIL FULLY ENDORSED BY ALL PARTIES, WITH DATE OF ISSUE AFFIXED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT. A FULLY EXECUTED COPY OF THIS PERMIT MUST BE ON FILE AT THE TRANSPORTATION REGION OFFICE.
5. In accepting this permit the undersigned, representing the Permittee, verifies that he or she has the authority to sign for and bind the Permittee, and that he or she has read, understands and accepts all the included conditions.

CDOT Signature:	Date	Permittee Signature	Date
			1/21/2026
	1/22/2026		
COLORADO DEPARTMENT OF TRANSPORTATION Chief Engineer, Regional Transportation Director or Designee		Print Name/Title Robert Bannister District Engineer	

Distribution: Region File (Original)
 Permittee/Applicant
 Mtce Patrol Supvr.

Mtce Landscaping Supvr
 Inspector

CDOT Form # 0333 01/09
 Previous versions are obsolete and should not be used.

The following Standard Provisions are terms and conditions of this permit:

Effective March 1, 2006

Utility work authorized under this permit shall comply with the requirements of the State Highway Utility Accommodation Code, and applicable federal, state, local, and industry codes and regulations.

Construction of any portion of the highway facility, including the pavement structure, subsurface support, drainage, landscaping elements and all appurtenant features, shall comply with the provisions of the CDOT Standard Specifications for Road and Bridge Construction, and with the Colorado Standard Plans (M & S Standards).

1. COMMENCEMENT AND COMPLETION

Work on highway Right of Way (ROW) shall not commence prior to issuance of a fully endorsed and validated permit.

Permittee shall notify the CDOT inspector:

- a. At least 2 working days prior to commencing work, or resuming operations which have been suspended for five or more consecutive working days
- b. When suspending operations for 5 or more working days
- c. Upon completion of work.

Work shall not proceed beyond a completion date specified in the Special Provisions without written approval of the Department.

2. PLANS, PLAN REVISIONS, ALTERED WORK

Plans or work sketch (EXHIBIT A) are subject to CDOT approval. A copy of the approved plans or sketch must be available on site during work. Plan revisions or altered work differing in scope or nature from that authorized under this permit, are subject to CDOT prior approval. Permittee shall promptly notify the CDOT inspector of changed or unforeseen conditions, which may occur on the job.

3. INSURANCE

Insurance Requirements for Utility and Special-Use Permits (Revised 7-05 per State Requirements)

- A. The Permittee shall obtain, and maintain at all times during the performance of work authorized by this Permit, insurance in the following kinds and amounts. The Permittee shall require any Contractor working for them within the State Highway Right of Way to obtain like coverage. The Permittee shall also require any Contractor or Consultant performing work described in subparagraph 4) below, to obtain Professional Liability Insurance.
 - 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all employees acting within the course and scope of their employment and work on the activities authorized by this Permit.
 - 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Consultants, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$2,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.
 - e. For any permanent Permittee-owned installations located within the State Highway Right of Way, highway repairs, or site restoration, Completed Operations coverage shall be provided for a minimum period of one year following final acceptance of work.

If any aggregate limit is reduced below 1,000,000 because of claims made or paid, the Permittee, or as applicable - their Contractor, shall immediately obtain additional insurance to restore the full

aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.

- 3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
 - 4) For any: a) engineering design; b) construction inspection; or, c) traffic control plans approved by a Traffic Control Supervisor; done in association with the operations or installations authorized by this permit, Professional Liability Insurance with minimum limits of liability of not less than \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. If the policy is written on a Claims Made form, the Permittee, or, as applicable - their Consultant or Contractor, shall renew and maintain Professional Liability Insurance for a minimum of two years following final acceptance of the work, or provide a project specific Policy with a two year extended reporting provision.
 - 5) Pollution Legal Liability Insurance with minimum limits of liability of \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. CDOT shall be named as an additional insured to the Pollution Legal Liability policy. If the Policy is a component of the Professional Liability Policy, the Additional Insured requirement is waived, and the Policy shall be written on a Claims Made form, with an extended reporting period of at least two year following final acceptance of the work.
 - 6) Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The following form Excess Liability shall include CDOT as an additional insured.
- B. CDOT shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies. Completed operations additional insured coverage shall be on endorsements CG 2010 11/85, CG 2037, or equivalent. Coverage required by the Permit will be primary over any insurance or self-insurance program carried by the State of Colorado.
 - C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to CDOT by certified mail.
 - D. The Permittee, or, as applicable - their Contractor or Consultant, will require all insurance policies in any way related to the Permit and secured and maintained by the Permittee, Contractor or Consultant, to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against CDOT, its agencies, institutions, organizations, officers, agents, employees and volunteers.
 - E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to CDOT.
 - F. The Permittee, or as applicable - their Contractor or Consultant, shall provide certificates showing insurance coverage required by this Permit to CDOT prior to commencing work. No later than 15 days prior to the expiration date of any such coverage, the Permittee, Contractor or Consultant, shall deliver CDOT certificates of insurance evidencing renewals thereof. At any time during the term of this contract, CDOT may request in writing, and the Permittee, Contractor or Consultant, shall thereupon within 10 days supply to CDOT, evidence satisfactory to CDOT of compliance with the provisions of this section.
 - G. Notwithstanding subsection A of this section, if the Permittee is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the Permittee shall at all times during the term of this permit maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by CDOT, the Permittee shall show proof of such insurance satisfactory to CDOT. Public entity Permittees are not required to name CDOT as an Additional Insured.
 - H. If the Permittee engages a Contractor and/or Consultant to act independently from the Permittee on the permitted work, that

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Contractor and/or Consultant shall be required to provide an endorsement naming CDOT as an Additional Insured on their Commercial General Liability, Auto Liability, Pollution Legal Liability and Umbrella or Excess Liability policies.

4. WORK WHERE DEPARTMENT LACKS AUTHORITY

Utility work within municipal boundaries (pursuant to 43-2-135 CRS), on certain public lands, or on private property, may require separate approval of the appropriate jurisdictional agency or property owner.

5. INSTALLATIONS ON FREEWAYS

CDOT may permit utility accommodations on freeways, including but not limited to the Interstate System, only in accordance with Utility Accommodation Code provisions. Special case exceptions as defined therein may be permitted only in accordance with FHWA-approved Departmental policy.

6. JOINT USE ALTERNATIVES

As directed or approved by CDOT, if necessary for the safe and efficient use of the ROW, Permittee shall utilize joint use facilities such as the placement of two or more separate lines in a common trench, or attachment to the same overhead support. The Permittee will be responsible for proper coordination with other affected utilities.

7. ATTACHMENT TO HIGHWAY STRUCTURES

Permittee is responsible for designing structure attachments, subject to the approval of the CDOT Staff Bridge Design Engineer.

8. DRAINAGEWAYS AND WATERCOURSES

The flow of water shall not ever be impaired or interrupted. Where possible, crossings of ditches, canals or water-carrying structures shall be bored or jacked beneath. Irrigation ditch or canal crossings require approval of the ditch company or owner. Permittee shall repair damage to any drainage facility to the satisfaction of the owner.

9. TRAFFIC CONTROL PLAN

- a. Prior to commencing work, the Permittee shall develop and submit to the Department for acceptance, a Traffic Control Plan (TCP) for any accommodation work that will affect traffic movement or safety. The Permittee shall implement the TCP and utilize traffic control devices as necessary to ensure the safe and expeditious movement of traffic around and through the work site.
- b. The Permittee shall develop the TCP, and Methods of Handling Traffic (MHT's) included therein, in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), the Colorado Supplement thereto adopted by the Commission pursuant to sections 42-4-104 and 42-4-105 CRS, the Department's standard specifications for temporary traffic control and the Department's standard plans for signing - Standard Plans S 630-1 and S 630-2. The TCP shall include provisions for the passage of emergency vehicles through the work zone, and shall conform to the requirements of the Americans with Disabilities Act. The TCP and MHT's shall contain sufficient detail to demonstrate conformity with all applicable requirements.
- c. The Permittee shall have a competent person at the work site at all times in responsible charge of temporary traffic control. In situations where the TCP goes beyond any Typical Application shown in the MUTCD, or particularly dangerous roadway or traffic conditions exist, the Department may require the Permittee to have a Traffic Control Supervisor (TCS) develop or approve the TCP or to have a TCS on-site during work. The TCS shall be certified as a worksite traffic supervisor by either the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA), and shall have a current CDOT flaggers' certification card. The TCS shall be responsible for the planning,

preparation, coordination, implementation, and inspection of the TCP.

- d. The Permittee shall not start the permitted work before the Department accepts the TCP.
- e. The Department may review and order changes to the TCP and MHT's during performance of the work, as required.
- f. The Permittee shall comply with the TCP at all times during performance of the work.
- g. The Permittee shall keep a copy of the TCP at the work site at all times during performance of the work for inspection.
- h. The TCP shall ensure that closure of intersecting streets, road approaches and other access points is minimized. On heavily traveled highways, the Department will not permit operations that interfere with traffic during periods of peak traffic flow.
- i. When Permittee operations coincide with highway construction or maintenance operations, the Permittee shall develop and implement the TCP in cooperation and coordination with the highway agency and/or its contractors and as otherwise directed by the Department in the permit.
- j. All flaggers shall have a current CDOT flagger certification card and shall be capable of communicating with the traveling public and others at the work site.

10. NCHRP 350 CRASHWORTHINESS REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL DEVICES

Work zone devices designated by FHWA as: Category I, including but not limited to single-piece drums, tubes, cones and delineators; Category II, including but not limited to barricades, vertical panels with light, drums or cones with light, portable sign supports, intrusion detectors and type III barricades; or as Category III, including but not limited to concrete barriers, fixed sign supports, crash cushions, and other work zone devices not meeting the definitions of Category I or II; shall meet NCHRP 350 crash test requirements. The Permittee, or their contractor shall obtain and make available upon request, the manufacturer's written NCHRP 350 certification, or as applicable, the FHWA Acceptance Letter, for each type of device. FHWA Acceptance Letters for Category II or Category III Work Zone Devices may be accessed through the FHWA website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm

11. WORKER SAFETY AND HEALTH

- a. All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.
- b. Personal protective equipment (PPE) (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the SH ROW, except when in their vehicles, shall wear the following personal protective equipment:
 - 1) Head protection that complies with the ANSI Z89.1 standard;
 - 2) At all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41;
 - 3) High visibility apparel, which shall, at a minimum comply with the Class 2 specifications of the ANSI/ISEA 107 standard.

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Class 3 apparel shall be considered for use at night or in particularly hazardous situations.

- 4) The most recent version of the ANSI standards listed above shall apply.

12. ADA REQUIREMENTS

The Permittee shall comply with the applicable provisions of the Americans With Disabilities Act, with respect to both permanent facilities installations and temporary work zones.

13. CLEAR ROADSIDE CONSIDERATIONS

- a. CDOT is committed to provide a roadside area that is as free as practical from nontraverseable hazards and fixed objects ("clear zone"). New above ground installations may be permitted within the clear zone only upon a showing that no feasible alternate locations exist. Permittee must utilize appropriate countermeasures to minimize hazards.
- b. Permittee shall remove materials and equipment from the highway ROW at the close of daily operations. The traffic control plan must include protective measures where materials and equipment may be stored on ROW. Protection of open trenches and other excavations within highway ROW shall be addressed in the Permittee's traffic control plan. All excavations shall be closed at the end of daily operations, and no open excavation will be allowed in the clear zone after dark. The Permittee agrees to promptly undertake mitigating or corrective actions acceptable to the Department upon notification by CDOT that the installation permitted herein has resulted in a hazardous situation for highway users.

14. GENERAL CONSTRUCTION REQUIREMENTS

- a. Work shall not be performed at night or on Saturdays, Sundays, or holidays without prior authorization or unless otherwise specified in this permit. CDOT may restrict work on ROW during adverse weather conditions or during periods of high traffic volume.
- b. Those areas within ROW, which must be disturbed by permit operations, shall be kept to a practical minimum. Permittee shall not spray, cut, or trim trees or other landscaping elements within highway ROW, unless such work is otherwise specified in this permit, or clearly indicated on the approved plans. Cleated or tracked equipment shall not work on or move over paved surfaces without mats, or pads on tracks.
- c. Material removed from any portion of the roadway prism must be replaced in like kind with equal or better compaction. Segregation of material is not permitted. The permitted facility shall be of durable materials in conformity with accepted practice or industry standards, designed for long service life, and relatively free from routine servicing or maintenance.
- d. Construction or compaction by means of jetting, puddling, or water flooding is prohibited within all highway ROW.
- e. Thrust blocks are required on all vertical and horizontal bends in pressure pipes.
- f. Meters shall not be placed on highway ROW except within corporate limits where municipal regulations allow such use.

15. ALIGNMENT, COVER, CLEARANCE

- a. Location and alignment of Permittee's facilities shall only be as specified in this permit or as otherwise indicated in the approved plans or work sketch (EXHIBIT A).
- b. Parallel installations will not be permitted within roadways (including curbing and/or shoulders) or median areas, except within corporate boundaries, subject to municipal regulations.

- c. Parallel installations should be located as near as practicable to the ROW line. Crossings shall be as nearly perpendicular to the highway as feasible.
- d. Where no feasible alternate locations exist, the Department may permit parallel installations along roadside areas within 15 feet from edge of shoulder or back of curb. In these cases, the facility must be so located and safeguarded as to avoid potential conflict with necessary highway appurtenances (signs, guard rail, delineators, etc.). Specific safeguards such as increasing depth of cover to 60 inches, capping, or encasement, shall be specified in this permit's Special Provisions.
- e. Parallel installations shall follow a uniform alignment, wherever practical. Due consideration must be given to conserving space available for future utility accommodations. The standard allowable deviation from the approved horizontal alignment is ± 18 inches.
- f. Minimum cover shall conform to the Special Provisions. Normal specified cover will be 48 inches or greater; reduced cover may be approved where site conditions warrant, subject to other safeguards as may be specified or approved in the permit. Minimum overhead clearance shall conform to the Special Provisions, consistent with Utility Accommodation Code criteria.

16. PAVEMENT CUTS AND REPAIRS

Paved surfaces shall not be cut unless otherwise specified in this permit. No more than one half the width of the roadbed may be opened at a time, when otherwise permitted. Pavement shall be sawed or wheel-cut to a neat line. Pavement shall be replaced to a design equal to or greater than that of the surrounding undisturbed pavement structure. Pavement repair shall conform to the Special Provisions or the approved plans.

17. BORING, JACKING, ENCASEMENT

Unless otherwise specified, buried crossings shall be bored or jacked beneath the roadway, at least from toe of slope to toe of opposite slope. Portals for untrenched crossings more than 5 feet in depth shall be bulk headed in conformance with OSHA construction and safety standards. Portal limits of untrenched crossings shall be established safely beyond the highway surface and clear zone and in no case shall the lateral distance from the surfaced area of the highway to the boring or jacking pit be less than the vertical difference in elevation between such surface and the bottom of the pit. Water jetting or tunneling is not permitted. Water assisted boring may be permitted as determined by the CDOT Inspector. Boring hole shall be oversized to the minimum amount required to allow pull-through of the conduit being installed. Resultant voids shall be grouted or otherwise backfilled, subject to CDOT approval. Ends of bored sections shall not be covered before being inspected. Encasement shall be consistent with Utility Accommodation Code provisions. CDOT may require protective casing for shallow installations or certain conduit materials. Encased crossings shall extend at least from toe of slope to toe of slope, or the full width between access-control lines on freeways, including the Interstate System.

18. INSPECTION AND ACCEPTANCE

- a. CDOT will determine the extent of inspection services necessary for a given installation. Permittee shall attend final inspection as may be required. If the initial performance of permitted work was unacceptable, as determined by the Department, the Permittee shall perform any reconstruction or improvement of that work as ordered by the Department, in a timely manner and prior to any further construction. If permitted operations are not being carried out in compliance with the terms and conditions of this permit, the Department may order the Permittee to perform whatever corrective measures are necessary to attain compliance with the permit. If there is an immediate danger to the public's health, safety or welfare, the Department may order the Permittee to cease all operations and if necessary, to remove all equipment and facilities from the SHROW.
- b. Final acceptance does not relieve Permittee of maintenance obligations toward those elements of the highway facility

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constructed under this permit. Final acceptance begins the two-year warranty period (see requirement under "Operation and Maintenance" below).

19. ENVIRONMENTAL CLEARANCES/PERMITS

- a. It is the responsibility of the Permittee to determine which environmental clearances and/or regulations apply to their activities and to obtain any clearances that are required directly from the appropriate regulatory agency prior to commencing work. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" (ECIS) for details. The ECIS may be obtained from CDOT Permitting Offices or may be accessed via the CDOT webpage at <http://www.dot.state.co.us/UtilityProgram/Forms.cfm>. Failure to comply with regulatory requirements may result in suspension or revocation of your CDOT permit, or enforcement actions by other agencies.
- b. The Special Provisions of this permit shall list any specific environmental clearances or permits that the Department has been notified by the Permittee or by the administering regulatory agency apply to the operations authorized by this permit. The Special Provisions shall require the Permittee obtain the listed environmental clearances/permits prior to beginning work.
- c. The Permittee shall comply with all requirements described in the CDOT Environmental Clearances Information Summary, including those pertaining to:
 - 1) Ecological Resources
 - 2) Cultural Resources
 - 3) Discharges of Stormwater or Process Water
 - 4) Hazardous Materials
 - 5) Discharges of Dredged or Fill Material
 - 6) Erosion and Sediment Control
 - 7) Disposal of Drilling Fluids
 - 8) Concrete Washout
 - 9) Spill Reporting
 - 10) Transportation of Hazardous Materials
- d. Disturbance of any wildlife shall be avoided to the maximum extent practicable. If threatened or endangered species or archeological or historical artifacts are encountered during the progress of a project, work in the subject area shall be halted and the CDOT regional permitting office shall be contacted immediately for direction as to how to proceed.
- e. All discharges of stormwater or process water are subject to the applicable provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations.
- f. There shall be no disposal of hazardous materials in the state highway right of way. Solid waste shall be removed from the state highway right of way and disposed of at a permitted facility or designated collection point (such as the Permittee's own dumpster). Drilling fluids must be disposed of as described in the ECIS.
- g. If pre-existing solid waste or hazardous materials contamination (including oil or gasoline contaminated soil, asbestos, chemicals, mine tailings, etc.) are encountered during the performance of work, the Permittee shall halt work in the affected area and immediately contact the CDOT regional permitting office for direction as to how to proceed.
- h. Spills shall be reported immediately using the CDOT Illicit Discharge Hotline (303) 512-4446. Spills on the highway, into waterways, or that may otherwise present an immediate danger to the public, shall be reported by calling 911 or the Colorado State Patrol at (303) 239-4501, and the Colorado Department of Public Health and Environment at 1-(877) 518-5608.

20. RESTORATION OF RIGHT OF WAY

Prior to final acceptance, all disturbed portions of highway right of way shall be cleaned up and restored to their original condition, subject to CDOT approval. Seeding, sodding, and planting shall be as specified, or otherwise approved by CDOT. Construction, maintenance and watering requirements shall conform to the CDOT Standard Specifications. Where landscape restoration must be delayed due to seasonal requirements, such work may be authorized by separate permit. Permittee shall use only certified weed-free seed and mulch. Permittee shall clean equipment before transporting it into or out of the state to prevent the migration of noxious weeds.

21. OPERATION AND MAINTENANCE

- a. Permittee agrees to own and maintain the installation permitted herein. The facility shall be kept in an adequate state of repair and maintained in such a manner as to cause the least interference with the normal operation and maintenance of the highway.
- b. If any element of the transportation facility, constructed or replaced as a condition of this permit, fails within 24 months due to improper construction or materials, Permittee shall make all repairs immediately as notified in writing by CDOT.
- c. Routine, periodic maintenance and emergency repairs may be performed under the general terms and conditions of this permit. CDOT shall be given proper advance notice whenever maintenance work will affect the movement or safety of traffic. In an emergency, the CDOT Region office and the State Patrol shall immediately be notified of possible traffic hazards. Emergency procedures shall be coordinated beforehand, where possible.
- d. Maintenance activities requiring new excavation or other disturbance within highway ROW may require separate permit. Where highway construction or maintenance operations so require, Permittee will shut off lines, remove all combustible materials from the highway right of way, or provide other temporary safeguards.

22. MARKERS, LOCATION AIDS, LOCATION ASSISTANCE

- a. The utility shall take all practical measures to ensure that buried utility facilities are surface-detectable by standard geophysical methods. Where the utility facilities, by the nature of their material properties, burial depth or other factors, may by themselves not be surface-detectable, the utility shall, where feasible, incorporate detection wire or other detection aids in the installation of those facilities. In instances where detection aids are not feasible or would be ineffective and surface-detectability cannot be ensured, surface markers shall be installed as directed by the Department and as-constructed plans and showing the accurate horizontal and vertical location of the buried facilities shall be provided to the Department.
- b. All plowed or trenched installations must include color-coded (using the American Public Works Association color coding system) warning tape placed not less than 12 inches vertically above the top of the line. The warning tape shall be surface-detectable if needed to facilitate detection of the line.
- c. The utility shall place readily identifiable markers at the right of way line where it is crossed by pipelines carrying transmittants which are flammable, corrosive, expansive, energized, or unstable, particularly if carried at high pressure or potential, except where a vent will serve as a marker.
- d. The utility shall place markers for longitudinal underground facilities vertically above the facilities or at a known horizontal offset, unless otherwise approved in writing by the Department. Each marker shall provide a fore- and backsight to succeeding and preceding markers. Markers shall be installed at suitable intervals along tangent sections, at angle points or points of curvature and at reasonable intervals along curves.
- e. The utility shall maintain any markers required by this Code for the life of the installation.

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- f. The Department may require the utility to submit “as-constructed” plans. The Department may enter into an agreement with the utility whereby the Department can rely on those plans for the exact location of the utility for any future excavations, and need not give notice to the utility under Article 1.5 of Title 9, C.R.S.
- g. The utility will comply with the applicable requirements of Article 1.5 of Title 9 C.R.S., including any requirement to participate in the State’s Notification Association pursuant to 9-1.5-105 C.R.S.. All owners of underground utilities within the SHROW, with the exception of the Department itself, must become members of the UNCC Notification Association.
- h. In addition to complying with the provisions of Article 1.5 of Title 9 C.R.S (One-Call Statute) in response to the Department’s notification of planned excavations, utility owners shall surface-mark their buried utility facilities that are located within the SHROW in order to facilitate Departmental engineering and design activities, upon reasonable request from the Department, and at no cost to the Department. The Permittee shall respond to such request within a reasonable timeframe acceptable to the Department, but no longer than 14 calendar days from the date of request, and the accuracy of the surface marking shall be within 18 inches of either side of the actual location of the buried facility.

23. ADJUSTMENTS DUE TO HIGHWAY CONSTRUCTION

If for any transportation purpose it becomes necessary to remove, adjust, or relocate this facility, Permittee will do so promptly, at no cost to the CDOT except as provided by law, upon written notice from CDOT and in accordance with the utility relocation permit issued to cover the necessary work. The utility shall perform the relocation at or within a time convenient to and in proper coordination with the project or transportation-related activity, to minimize public inconvenience and cost, as directed by the Department in the permit authorizing the relocation. The utility company shall pay for damages caused by the company's delay in the performance of utility relocation work or interference with the performance of transportation project work done by others. Such damages include, but are not limited to, payments made by the Department to any third party based on a claim that performance of the transportation project work was delayed or interfered with as a direct result of the utility company's failure to timely perform the utility relocation work. Damages resulting from delays in the performance of the utility relocation work or interference with the transportation project work that are caused by events beyond the utility company’s ability to reasonably foresee or control (a force majeure) shall not be charged to the utility company.

24. ABANDONMENT, RETIREMENT, CHANGE IN OWNERSHIP

- a. The Permittee shall notify the Department in writing of the planned retirement or abandonment of its facility or any portion thereof. The Department will notify the Permittee in writing if it determines that the facilities may be retired or abandoned in place, along with any special conditions that may apply.
- b. Retired facilities shall remain the Permittee’s sole responsibility, subject to all provisions of the Utility Accommodation Code and all of the terms and conditions of the permit issued for that facility, including maintenance and relocation requirements.
- c. The Permittee shall promptly remove all abandoned facilities from the SH ROW and promptly restore the SH ROW to pre-existing or other conditions prescribed by the Department unless the Department in writing expressly allows the facility to remain in place. Written notice from the Department, allowing an abandoned facility to remain in place, may include special conditions.
- d. If utility facilities are retired or abandoned in place, the utility shall comply with that decision if directed by the Department:
 - 1) cap, plug or fill lines,
 - 2) furnish suitable location records for any such buried facilities,
 - 3) maintain its own records of such facilities and respond to locate notices/requests from the UNCC and/or excavators. In providing such locates, the utility will indicate to the

requesting entity whether or not the subject facilities are retired or abandoned.

- 4) perform any other actions as deemed necessary by the Department to protect the transportation facility and/or the traveling public.

- e. If the ownership of utility facilities is transferred, both the original Permittee and the new owner shall notify the Department in writing prior to the change in ownership, and such notice shall state the planned date of change in ownership. The notice from the new owner shall include a written statement accepting all terms and conditions of the existing permit, effective upon the planned date of the change in ownership.
- f. Utility facilities containing asbestos may not be abandoned in-place. Ordinarily, such facilities must be removed from the SHROW when take out of service. On a case-by-case basis, the Department may allow such facilities to be retired in-place, with the owner retaining full legal ownership and responsibility for the facilities.

25. SUSPENSION AND CANCELLATION

- a. The CDOT inspector may suspend operation due to:
 - 1) Non compliance with the provisions of this permit
 - 2) Adverse weather or traffic conditions
 - 3) Concurrent transportation construction or maintenance operations in conflict with the permitted work.
 - 4) Any condition deemed unsafe for workers or for the general public.
- b. Work may resume when grounds for suspension no longer exist.

This permit is subject to cancellation due to:

- 1) Persistent noncompliance with permit provisions
- 2) Abandonment or transfer of ownership
- 3) Superseded by new permit covering the same installation
- 4) Conflict with necessary planned transportation construction.
- c. Permittee must promptly terminate occupancy upon notice of cancellation of permit, unless a new permit is applied for and granted.
- d. Where Permittee does not fulfill an obligation to repair or maintain any portion of the highway facility, or control and safely maintain the flow of traffic thereon, CDOT reserves the right, in lieu of canceling this permit, to accomplish the required work by any other appropriate means, and Permittee shall be liable for the actual costs thereof.

COLORADO DEPARTMENT OF TRANSPORTATION

Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT – Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2035
Water Quality Control Division (WQCD): (303) 692-3500
Environmental Permitting Website <https://www.colorado.gov/pacific/cdphe/all-permits>
- CDOT Water Quality Program Manager: (303) 757-9343 <https://www.codot.gov/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: Phil Kangas, (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices:
Omaha District (NE CO), Denver Office (303) 979-4120
<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>
Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199
<http://www.spk.usace.army.mil/Missions/Regulatory.aspx>
Albuquerque District (SE CO), Pueblo Office (719)-543-9459
<http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <https://www.codot.gov/business/permits>

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://www.codot.gov/programs/environmental/wildlife/guidelines>, or the Colorado Parks and Wildlife (CPW) website, <http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHp), Denver, to ascertain if historic or archaeological resources have previously been identified (<http://www.historycolorado.org/oahp/file-search>). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. **Contact Information:** Contact the OAHp for file searches at (303) 866-5216.

Paleontological Resources - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder (<https://cumuseum.colorado.edu/research/paleontology/vertebrates/policies>), and the Denver Museum of Nature and Science (<http://www.dmns.org/science/collections/earth-science-collections/>) to ascertain if paleontological resources have been previously identified in or near the permit area. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. **Contact Information:** See the museum websites listed above for Paleontological Collections Manager contact information. Contact the CDOT Paleontologist for further information at nicole.peavey@state.co.us or (303) 757-9632. The CDOT Paleontologist will not conduct a comprehensive file search independently of the museums.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. **Contact Information:** Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid

Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. **Contact Info:** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager (303) 512-5519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Corps of Engineers 404 permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 permits, including nationwide permits, which are issued for activities with relatively minor impacts. For example, there is a nationwide permit for utility line activities (nwp #12). Depending upon the specific circumstances, it is possible that either a “general” or “individual” 404 permit would be required. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state’s fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5’ quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at <https://www.codot.gov/programs/environmental/wildlife/guidelines>.

Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. **Contact Information:** Contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits> and <https://colorado.gov/pacific/cdphe/wq-commerce-and-industry-permits>.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. **Contact Information:** For Construction Dewatering and Remediation Activities Discharge Permits, contact the CDPHE WQCD at (303) 692-3500. For Applications and Instructions (CDPHE website): <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>.

Municipal Separate Storm Sewer System (MS4) Discharge Permit - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality’s MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (<https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes>) and the CDOT MS4 Permit # COS-000005 (<https://www.codot.gov/programs/environmental/water-quality/documents>). Discharges are subject to inspection by CDOT and CDPHE. Contact the CDPHE Water Quality Control Division at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to <https://www.colorado.gov/pacific/cdphe/wq-municipal-ms4-permits>. For CDOT-related MS4 regulations, go to: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html>.

General Prohibition – Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. **Contact Information:** Contact the CDPHE Water Quality Control Division at (303) 692-3500.

General Authorization - Allowable Non-Stormwater Discharges - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. Allowable non-stormwater discharges can be found under Illicit Discharge PDD at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html>. **Contact Information:** The CDPHE Water Quality Control Division (telephone #'s listed above).

Erosion and Sediment Control Practices - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified in that permit. In situations where a stormwater permit is not required, all reasonable measures should be taken to minimize erosion and sedimentation according to CDOT Standard Specifications 107.25, 208, 213 and 216 (<https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs/2011-specs-book>). All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide (available from the Bid Plans Office at (303) 757-9313) should be used to design erosion controls and restore disturbed vegetation.

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as “discharges” or “solid wastes,” and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact CDPHE (telephone #'s listed above).

Noxious Weeds and Invasive Species Management Plan – Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (<https://www.colorado.gov/pacific/agconservation/noxiousweeds>) and the Colorado Division of Parks and Wildlife (<http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx>). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. **Contact Information:** Contact CDPHE or find additional information on the CDOT website: <https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs> and refer to the specifications and their revisions for sections 101, 107 and 208.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H2O), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at <https://www.colorado.gov/pacific/cdphe/emergency-reporting-line>.

- BNSF Utility Permit

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2025 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **WIDEFIELD WATER AND SANITATION DISTRICT**, a Colorado corporation ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline[s], 16 inches in diameter inside a(n) 30 inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Fountain, County of El Paso, State of Colorado, Line Segment 0477, Mile Post 85.82 as shown on the attached Drawing No. 96048, dated October 20, 2025, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry sanitary sewer, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of six thousand and No/100 Dollars (\$6,000.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensors, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensors within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensors excepts and reserves the right, to be exercised by Licensors and any other parties who may obtain written permission or authority from Licensors:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensors in its sole discretion deems appropriate, provided Licensors uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensors desires the use of its rail corridor in such a manner as would, in Licensors's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensors to such effect, make such changes in the Pipeline as in the sole discretion of Licensors may be necessary to avoid interference with the proposed use of Licensors's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensors in its sole discretion, to the Pipeline promptly upon Licensors's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensors's representative, the Scheduling Agent or its designee. Licensee shall notify Licensors's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensors's Roadmaster of entry onto the Premises, at the telephone 719-549-3552, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensors's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensors. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensors, (ii) the safe operation and activities of Licensors or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensors's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensors, the parties agree that Licensors has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensors to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensors, (ii) the safe operation and activities of Licensors or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensors in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensors pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensors may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensors for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensors's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensors, the parties agree that Licensors has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensors to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensors, fail to properly perform its obligations under this **Section 11**, Licensors may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensors for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensors's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the

ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
 - 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
 - 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE,**

KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):

- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.**

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Sudden and accidental pollution coverage
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensors' property;
 - Waiver of subrogation in favor of and acceptable to Licensors;
 - Additional insured endorsement in favor of and acceptable to Licensors and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensors.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensors' employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensors;
 - Additional insured endorsement in favor of and acceptable to Licensors;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensors.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensors.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensors as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensors and Licensee shall not perform any work or services of any kind under this agreement until Licensors has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensors' Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1266.00.

- ☒ Licensee may **elect** to participate in Licensors' Blanket Policy;
- ☐ Licensee **declines** to participate in Licensors' Blanket Policy.

15.5 Intentionally Deleted:

15.6 Other Requirements:

15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.

15.6.2 Licensee agrees to waive its right of recovery against Licensors for all claims and suits against Licensors. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensors for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of

subrogation against Licensors for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensors. If Licensors allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensors liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensors an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensors or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensors that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensors may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensors as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensors under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensors to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensors shall not be limited by the amount of the required insurance coverage.

15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.

15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensors shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.

16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensors' applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.

16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensors property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C.

§1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the

Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. **Taxes.** Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. **Default and Termination.** In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. **Surrender of the Premises.**

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensors.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensors or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensors may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensors for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensors has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensors, provide a bill of sale in a form acceptable to Licensors conveying the Pipeline and the other Improvements to Licensors for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensors and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensors, which consent may not be unreasonably withheld or delayed by Licensors. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensors in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSORS, SUCH CONSENT TO BE IN LICENSORS'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party

(a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: Widefield Water and Sanitation District
8495 Fountain Blvd
Colorado Springs, CO 80925

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However,

nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensors of the breach of any provision herein by Licensee shall in no way impair the right of Licensors to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensors's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131

By: _____
Patricia Villegas
Vice President, Permits

LICENSEE:

Widefield Water and Sanitation District, a Colorado corporation

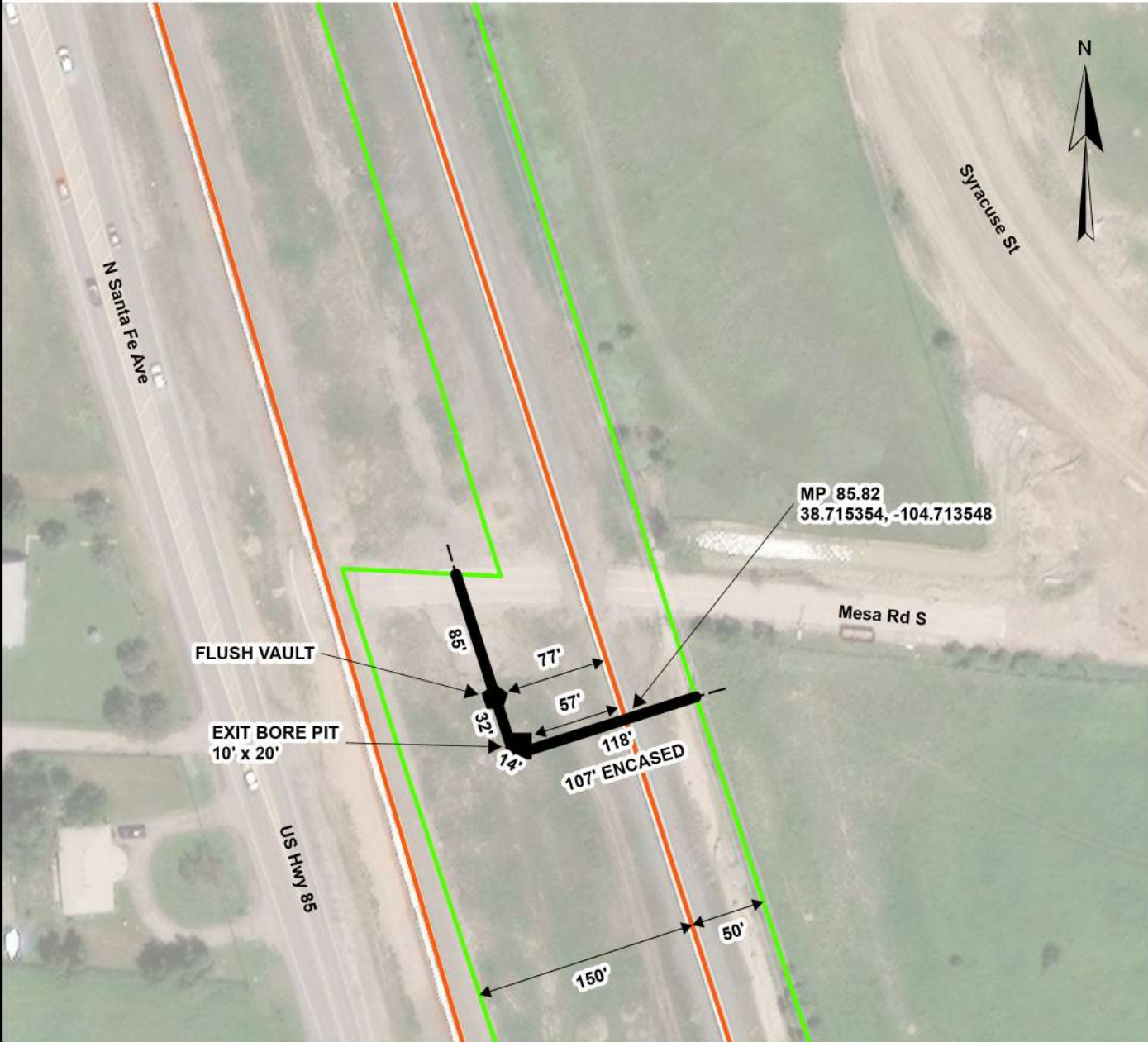
By:  _____
Robert Bannister
District Engineer

SCALE: 1 IN = 100 FT
POWDER RIVER DIV.
PIKES PEAK SUBDIV.
L.S. 0477 MP: 85.82
DATE: 10/20/2025

EXHIBIT "A"

SECTION: 30
TOWNSHIP & RANGE:
15N , 65W
MERIDIAN: 6PM

MAP REF: 135411



DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	16"	30"	LENGTH ON R/W:	249'	107'
CONTENTS:	SANITARY SEWER		WORKING PRESSURE:	5 PSI	
PIPE MATERIAL:	PVC	STEEL	BURY: BASE/RAIL TO TOP OF CASING		12.7'
SPECIFICATIONS / GRADE:	DR14 C900	YS > 35,000 PSI	BURY: NATURAL GROUND		6'
WALL THICKNESS:	1.242"	0.5"	BURY: ROADWAY DITCHES		6'
COATING:	-	-	CATHODIC PROTECTION		YES

VENTS: NUMBER 2 SIZE 2" HEIGHT OF VENT ABOVE GROUND 4'

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

FOUNTAIN
COUNTY OF EL PASO

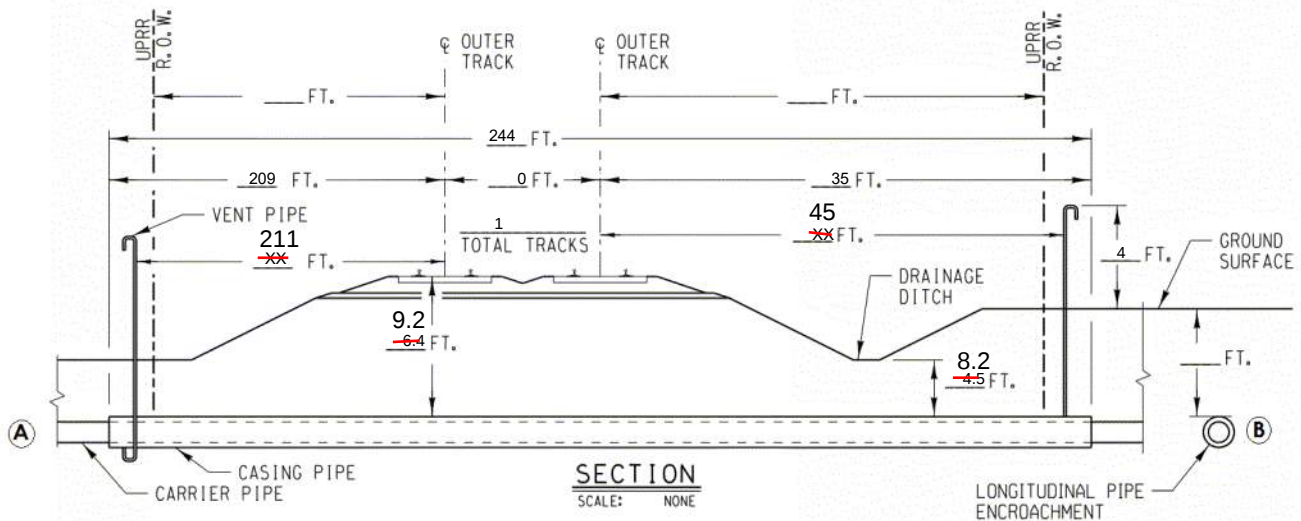
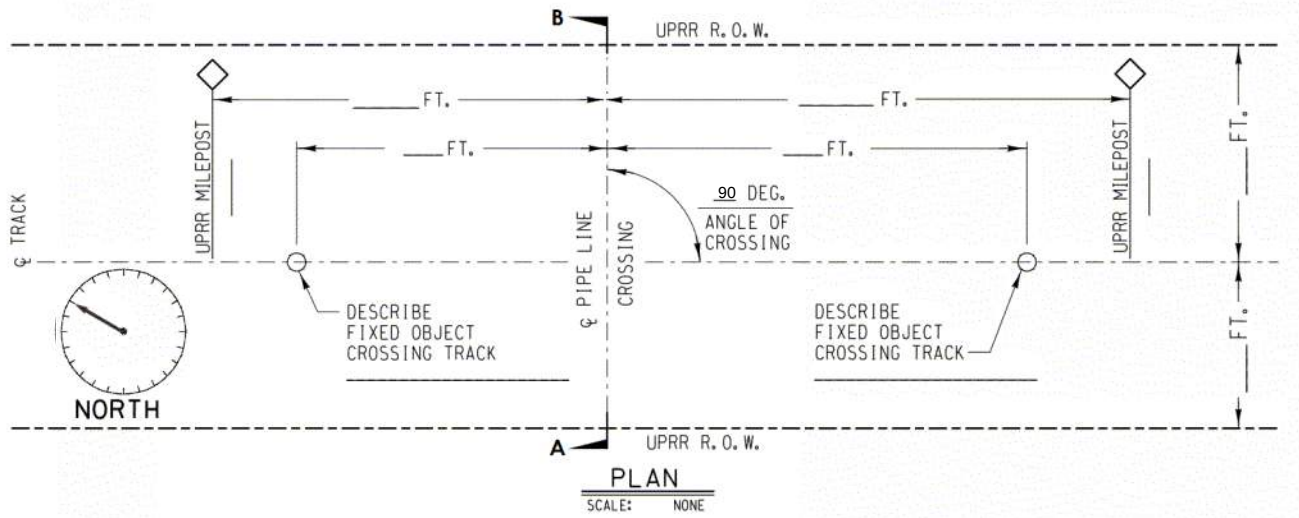
STATE OF CO

TEC

- UPRR Utility Permit

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED SANITARY MUNICIPAL SEWAGE
OPERATIONAL PRESSURE 100 PSI. MAOP 100 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 90. DIAMETER 16 IN.
CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 244 FT.
WALL THICKNESS 0.5 IN. DIAMETER 30 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 167 AND 36.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:

TRACK TYPE: MAINLINE TRACK

M.P.: LAT.: 38.719015

E.S.M.: LONG.: -104.716082

NEAREST CITY: COUNTY: STATE:
FOUNTAIN EL PASO CO

APPLICANT: WIDEFIELD WSD

FILE NO.: 0805555 DATE: 6/2/2026

Name of Licensee: WIDEFIELD WSD

Address of Licensee

Contact Name : Widefield WSD
Contact Phone : 830-370-2608
Address 1: 8495 Fontaine Blvd
Address 2:
City : Colorado Springs
State, Zip : CO,80925

Contact Information

Contact during the permitting process

Name : WESLEY LOZANO
Phone : 830-370-2608
Email : JWLOZANO@GARVERUSA.COM

Contact after Construction

Name : WIDEFIELD WSD
Phone : 719-390-7111
Email : ROB@WWSDONLINE.COM

Location Information

Latitude, Longitude: 38.719015, -104.716082
Nearest City FOUNTAIN
/Station:
State: CO

Contractor Information

Name: BRIAN BELL Company Name: PATE CONSTRUCTION Phone 1: 719-252-1513
Address 1: 87 N Mission Dr
City: Pueblo State: CO Zip: 81007 Email: brianb@pateconstruction.net

Do you have eminent domain authority? No

Permanent or Temporary Installation? Permanent

If Temporary, then From: To:
Estimated Term Date :

Type of Installation: NEW - Underground Pipeline

Do you have an existing agreement at this location? No

Additional Information:

Payment Information

Application Fee (Crossing):	\$2,055.00
Total:	\$2,055.00

Smith, S. Shane

From: Smith, S. Shane
Sent: Friday, June 19, 2026 8:22 AM
To: Justin Soriano
Cc: Banschbach, Paul M.; Diaz, Karina R.
Subject: RE: UPRR project 0803616 related to 0805555 - EMAIL 1 of 2
Attachments: 2026.06.17 - UPRR Permit App 0805555.pdf

Justin,

As requested, I revised the permit application as requested. Please let me know if you need anything else.

Thanks,

S. Shane Smith, PE
Garver
405-420-4664

From: Justin Soriano <jasorian@up.com>
Sent: Tuesday, June 16, 2026 3:32 PM
To: Smith, S. Shane <SSSmith@GarverUSA.com>
Cc: Banschbach, Paul M. <PMBanschbach@GarverUSA.com>; Diaz, Karina R. <KRDiaz@GarverUSA.com>; Lozano, J. Wesley <JWLozano@GarverUSA.com>
Subject: RE: UPRR project 0803616 related to 0805555 - EMAIL 1 of 2

When Application Id: 2077825 Project Number: 0805555 was first applied for, it was indicated that the total casing length was to be 203'. (2026-05-11_UPRR Railroad Exhibit 2 of 2) reflects a total casing length of 244', which I estimate to break down to 35' NE of track and 209' SW of track C/L.

Please redline the attached ([0805555.pdf](#)) dated 6/2/2026 to reflect the other specification changes brought on by (2026-05-11_UPRR Railroad Exhibit 2 of 2).

, see summary section below.

Same sewer pipeline crossing was applied for 3 times.

Application Id: 2074739 Project Number: 0803616. Applied 5/15/2025. (project to be recycled)

Application Id: 2077825 Project Number: 0805555. Applied 8/26/2025. Updated plans dated 5/11/2026. Exhibit modified to match. (pipe to be permitted via this project)

Application Id: 2078561 Project Number: 0806415. Applied 2/13/2026. Approved but not licensed. (project to be recycled)



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Justin Soriano

Manager II AZ, CO, KS, LA, NE, NV, WY

Union Pacific Railroad

1400 Douglas St. STOP 1690

Omaha, NE 68179-1690

Office Phone: 402-544-5433

Email: jasorian@up.com

Report Emergencies:
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<https://www.up.com/aboutup/reference/whotocall/index.htm#2>

Utility Applications: <https://www.uprr.com/rem/ucs/jas/#/home>
(lists application fees, rush services, and timelines)

Real Estate Utility Homepage: https://www.up.com/real_estate/index.htm
(procedures, contact list, engineering standards & guidelines, non-intrusive survey application pdf, and more)

For optimal communication, contact me via **email**. Include the **project number in the subject line for all correspondence**. If you've availed the expedited service, append "**RUSH**" to the subject line. Please be aware that after submitting your application through the online portal, further communication should be directed to my email.

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NOTE: Encroachments cannot be expedited and take at a minimum of **6 months**. Expedited processing is exclusively applicable to the engineering review response timeframes, projects not meeting UP design specifications cannot be rushed.

From: Smith, S. Shane <SSSmith@GarverUSA.com>
Sent: Friday, May 29, 2026 10:36 AM
To: Justin Soriano <jasorian@up.com>
Cc: Banschbach, Paul M. <PMBanschbach@GarverUSA.com>; Diaz, Karina R. <KRDiaz@GarverUSA.com>; Lozano, J. Wesley <JWLozano@GarverUSA.com>
Subject: RE: UPRR project 0803616 related to 0805555 - EMAIL 1 of 2

*** PROCEED WITH CAUTION - This email was sent from outside the company. ***

Hey Justin,

Just checking in on the permit for the Widefield Force Main crossing permit. Do you have everything that you need? What can I advise my client pertaining to the schedule for receiving the permit?

Thanks,

S. Shane Smith, PE
Garver
405-420-4664

From: Justin Soriano <jasorian@up.com>
Sent: Thursday, May 14, 2026 2:49 PM
To: Smith, S. Shane <SSSmith@GarverUSA.com>
Cc: Banschbach, Paul M. <PMBanschbach@GarverUSA.com>; Diaz, Karina R. <KRDiaz@GarverUSA.com>; Lozano, J. Wesley <JWLozano@GarverUSA.com>
Subject: RE: UPRR project 0803616 related to 0805555 - EMAIL 1 of 2

Received, thank you.



Justin Soriano
Manager II AZ, CO, KS, LA, NE, NV, WY
Union Pacific Railroad
1400 Douglas St. STOP 1690
Omaha, NE 68179-1690

www.up.com

Office Phone: 402-544-5433

Email: jasorian@up.com

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From: Smith, S. Shane <SSSmith@GarverUSA.com>

Sent: Wednesday, May 13, 2026 2:33 PM

To: Justin Soriano <jasorian@up.com>

Cc: Banschbach, Paul M. <PMBanschbach@GarverUSA.com>; Diaz, Karina R. <KRDiaz@GarverUSA.com>; Lozano, J.

Wesley <JWLozano@GarverUSA.com>

Subject: RE: UPRR project 0803616 related to 0805555 - EMAIL 1 of 2

*** PROCEED WITH CAUTION - This email was sent from outside the company. ***

See attached 1 of 2.

S. Shane Smith, PE

Garver

405-420-4664

From: Justin Soriano <jasorian@up.com>

Sent: Wednesday, May 13, 2026 2:12 PM

To: Smith, S. Shane <SSSmith@GarverUSA.com>

Cc: Banschbach, Paul M. <PMBanschbach@GarverUSA.com>; Diaz, Karina R. <KRDiaz@GarverUSA.com>; Lozano, J.

Wesley <JWLozano@GarverUSA.com>

Subject: RE: UPRR project 0803616 related to 0805555

Please provide your response in PDF form, if you can please chop the file into pdf pieces and label the emails as so, "email 1 of 5" for example (if the file is large enough to send in multiple emails).



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Justin Soriano

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Email: jasorian@up.com

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(procedures, contact list, engineering standards & guidelines, non-intrusive survey application pdf, and more)

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From: Smith, S. Shane <SSSmith@GarverUSA.com>

Sent: Monday, May 11, 2026 4:03 PM

To: Justin Soriano <jasorian@up.com>

Cc: Banschbach, Paul M. <PMBanschbach@GarverUSA.com>; Diaz, Karina R. <KRDiaz@GarverUSA.com>; Lozano, J. Wesley <JWLozano@GarverUSA.com>

Subject: RE: UPRR project 0803616 related to 0805555

*** PROCEED WITH CAUTION - This email was sent from outside the company. ***

Thanks Justin.

The link below includes the plans for Force Main crossing the UP Railroad. Sheet C101 shows the overall alignment and the dimension from Mesa Road/UP crossing to the proposed Force Main /UP crossing that you requested.

<https://www.dropbox.com/scl/fo/464edra3cijeh4koki61g/ALV0xSG1AXpaLy4T6ci30Nc?rlkey=cfr4q2txks1ooq1mi noiuumwv&st=r4ehosv6&dl=0>

The other Force Main crossing that you are referring to is crossing the BNSF. We have already secured a permit for this crossing (Permit 25W-24535).

Please let me know if you need anything else or if we should have a phone call for further clarification.

Best regards,

S. Shane Smith, PE
Garver
405-420-4664

From: Justin Soriano <jasorian@up.com>

Sent: Friday, May 8, 2026 12:18 PM

To: Smith, S. Shane <SSSmith@GarverUSA.com>

Cc: Banschbach, Paul M. <PMBanschbach@GarverUSA.com>; Diaz, Karina R. <KRDiaz@GarverUSA.com>; Lozano, J.

Wesley <JWLozano@GarverUSA.com>

Subject: RE: UPRR project 0803616 related to 0805555

Project 0805555 engineering comments.

1. Provide the distance measured along the track from the Fountain Mesa Rd. C/L <https://maps.app.goo.gl/HXLMniBdCeoubhK26> to the proposed pipeline crossing depicted on 05-C302 Sheet 02.

2. Note that the proposed pipeline crossing depicted on 05-C302 Sheet 02 was already applied for via Application Id: 2074739 Project Number: 0803616. The pipeline crossing we've yet to see an application for is the one depicted on (WWSD JCLS FM Extension - UPRR Project [Description.pdf](#)) 05-C312.



www.up.com

Justin Soriano

Manager II AZ, CO, KS, LA, NE, NV, WY

Union Pacific Railroad

1400 Douglas St. STOP 1690

Omaha, NE 68179-1690

Office Phone: 402-544-5433

Email: jasoriano@up.com

Report Emergencies:

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<https://www.up.com/aboutup/reference/whotocall/index.htm#2>

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(lists application fees, rush services, and timelines)

Real Estate Utility Homepage: https://www.up.com/real_estate/index.htm

(procedures, contact list, engineering standards & guidelines, non-intrusive survey application pdf, and more)

For optimal communication, contact me via **email**. Include the project number in the subject line for all correspondence. If you've availed the expedited service, append "**RUSH**" to the subject line. Please be aware that after submitting your application through the online portal, further communication should be directed to my email.

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From: Justin Soriano

Sent: Friday, May 8, 2026 12:09 PM

To: 'Smith, S. Shane' <SSSmith@GarverUSA.com>

Cc: Banschbach, Paul M. <PMBanschbach@GarverUSA.com>; Diaz, Karina R. <KRDiaz@GarverUSA.com>; Lozano, J.

Wesley <JWLozano@GarverUSA.com>

Subject: RE: UPRR project 0803616

Applicant has submitted a 2nd application, Application Id: 2077825 Project Number: 0805555 in which they are proposing the same pipeline crossing as this one. The pipeline crossing we've yet to see an application for is the one depicted on (WWSD JCLS FM Extension - UPRR Project [Description.pdf](#)) 05-C312.

Provide the distance measured along the SW track from the Fountain Mesa Rd. C/L <https://maps.app.goo.gl/v6TCbfWXchRLCt269> to the proposed pipeline crossing.

Please see engineer comments above.



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Justin Soriano

Manager II AZ, CO, KS, LA, NE, NV, WY

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Email: jasorian@up.com

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From: Smith, S. Shane <SSSmith@GarverUSA.com>

Sent: Tuesday, May 5, 2026 9:55 AM

To: Justin Soriano <jasorian@up.com>

Cc: Banschbach, Paul M. <PMBanschbach@GarverUSA.com>; Diaz, Karina R. <KRDiaz@GarverUSA.com>; Lozano, J. Wesley <JWLozano@GarverUSA.com>

Subject: RE: UPRR project 0803616

*** PROCEED WITH CAUTION - This email was sent from outside the company. ***

Justin,

Construction of this Force Main is scheduled to begin soon and it looks like this permit was never completed. Attached is the exhibit that I believe that you requested. Please review and let me know what more you need.

Thanks,

S. Shane Smith, PE

Garver

405-420-4664

From: Justin Soriano <jasorian@up.com>

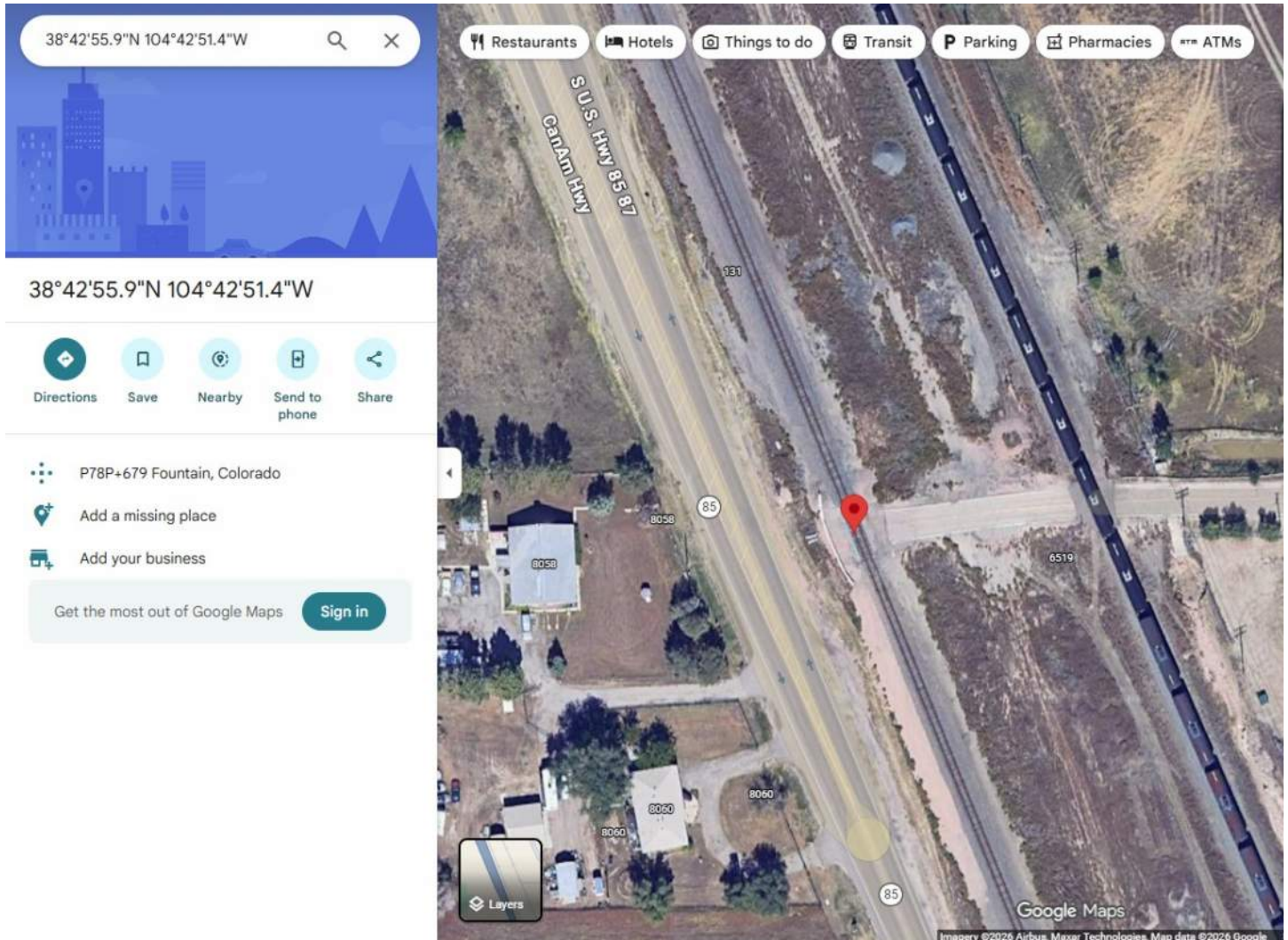
Sent: Thursday, March 12, 2026 12:03 PM

To: Smith, S. Shane <SSSmith@GarverUSA.com>

Cc: Banschbach, Paul M. <PMBanschbach@GarverUSA.com>; Diaz, Karina R. <KRDiaz@GarverUSA.com>; Lozano, J. Wesley <JWLozano@GarverUSA.com>

Subject: RE: UPRR project 0803616

His link takes you to this image in google earth. [38°42'55.9"N 104°42'51.4"W - Google Maps](#)



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Justin Soriano

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(procedures, contact list, engineering standards & guidelines, non-intrusive survey application pdf, and more)

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From: Smith, S. Shane <SSSmith@GarverUSA.com>

Sent: Tuesday, March 10, 2026 4:59 PM

To: Justin Soriano <jasorian@up.com>

Cc: Banschbach, Paul M. <PMBanschbach@GarverUSA.com>; Diaz, Karina R. <KRDiaz@GarverUSA.com>; Lozano, J.

Wesley <JWLozano@GarverUSA.com>

Subject: FW: UPRR project 0803616

You don't often get email from sssmith@garverusa.com. [Learn why this is important](#)

*** PROCEED WITH CAUTION - This email was sent from outside the company. ***

Justin,

Wesley will be away from the office on paternity leave for the next several weeks. I will be covering in his absence. We will provide you with the distance request below ASAP, likely tomorrow.

However, I was not able to open the link on the application that you show below. Can you please send it to me again?

Thanks,

S. Shane Smith, PE

Garver

405-420-4664

From: Lozano, J. Wesley <JWLozano@GarverUSA.com>

Sent: Friday, March 6, 2026 10:28 AM

To: Smith, S. Shane <SSSmith@GarverUSA.com>

Subject: Fw: UPRR project 0803616

Wesley Lozano, PE

Garver

720-744-4752

From: Justin Soriano <jasorian@up.com>
Sent: Tuesday, March 3, 2026 8:00 AM
To: Lozano, J. Wesley <JWLozano@GarverUSA.com>
Cc: Robert Bannister <rob@wwsdonline.com>
Subject: UPRR project 0803616

Provide the distance measured along the SW track from the Fountain Mesa Rd. C/L
<https://maps.app.goo.gl/v6TCbfWXchRLCt269> to the proposed pipeline crossing.

Applicant has submitted a 2nd application, Application Id: 2077825 Project Number: 0805555 in which they are proposing the same pipeline crossing as this one. The pipeline crossing we've yet to see an application for is the one depicted on (WWSO JCLS FM Extension - UPRR Project [Description.pdf](#)) 05-C312.

Looks like we have a duplicate application for a proposed pipeline and also a request for an extension which has no application, we should use **0805555** to house the extension.



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Justin Soriano

Manager II AZ, CO, KS, LA, NE, NV, WY

Union Pacific Railroad

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For optimal communication, contact me via **email**. Include the project number in the subject line for all correspondence. If you've availed the expedited service, append **"RUSH"** to the subject line. Please be aware that after submitting your application through the online portal, further communication should be directed to my email.

NOTE: Public Projects belong to a distinct group within the department, projects submitted to Public Projects are not shared or interconnected with Real Estate Utilities project system.

NOTE: Encroachments cannot be expedited and take at a minimum of **6** months. Expedited processing is exclusively applicable to the engineering review response timeframes, projects not meeting UP design specifications cannot be rushed.

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