

9/25/2012

STATE OF COLORADO

BOARD OF LAND COMMISSIONERS

1127 Sherman Street, Suite 300
Denver, CO 80203
Phone: (303) 866-3454
Phone: (303) 866-3152

Department of Natural Resources



**Managing
State Trust Lands
Since 1876**

John Hickenlooper
Governor

Mike King
Department of Natural Resources
Executive Director

William Ryan
State Board of Land
Commissioners
Division Director

9/25/2012

JDS Hydo Consultants, Inc
545 E. Pikes Peak Avenue, Suite 300
Colorado Springs, CO 80903

Re: Right-of-Way Contract No. 3536-Woodmen Hills Metropolitan District

Dear JDS Hydo Consultants, Inc,

For your records, enclosed is an original signed executed Right-of-Way Contract No. 3536, between the Colorado State Land Board and Woodmen Hills Metropolitan District, for the purpose of constructing, operating, and maintaining 12" PVC water line, gate valves, and valve boxes in El Paso County.

Please call with any questions or comments at (303) 861-3702.

Sincerely,

Abraham Medina
Right-of-Way Program Assistant

cc: State Land Board South Central District Office-John Valentine

STATE OF COLORADO
BOARD OF LAND COMMISSIONERS
RIGHT-OF-WAY CONTRACT ON STATE TRUST LANDS

Right-of-Way No. 3536

THIS RIGHT-OF-WAY made this 13th day of July, 2012 between the State of Colorado, acting by and through the STATE BOARD OF LAND COMMISSIONERS (Grantor), whose address is 1127 Sherman Street, Suite 300, Denver CO 80203 and Woodmen Hills Metropolitan District (Grantee), whose mailing address is 8046 Eastonville Road, Falcon, CO 80831:

WITNESSETH

WHEREAS, Grantee has applied to the Grantor for a right-of-way across certain portions of state trust lands for the purpose of constructing, operating, and maintaining 12" PVC water lines, gate valves, and valve boxes; and

WHEREAS, the Grantor has approved the application subject to the terms and conditions set forth herein.

NOW THEREFORE, the Grantor, in consideration of the terms and conditions herein, and for the consideration of **Five Thousand And 00/100 Dollars (\$5,000.00)**, grants unto the Grantee, a right-of-way, for a thirty (30) year term for the purpose of constructing, operating, and maintaining 12" PVC water lines, gate valves, and valve boxes over, under, upon and across certain portions of state trust lands described as follows:

Township 12 South, Range 65 West of the 6th P.M., El Paso County
Section 36: NE

A tract of land located in a portion of the Northeast one-quarter of Section 36, Township 12 South, Range 65 West of the Sixth Principle Meridian, El Paso County, Colorado, described as follows:

BEGINNING at the Northwest Corner of Tank Site "A" of Woodmen Hills Filing No. 2, a subdivision recorded under reception number 097047471 of the Records of El Paso County, Colorado, said point bears N89°35'03"W (basis of bearing) along the South line of the Northeast ¼ of said Section 36, 648.00 feet from the Center ¼ Corner of said Section 36;

Thence N00°24'57"W, 45.00 feet;

Thence N89°35'03"E, 627.00 feet;

Thence S00°24'57"E, 45.00 feet to a point on the South Line of the Northeast ¼ of said Section 36;

Thence S89°35'03"W, 627.00 feet along the South Line of the Northeast ¼ of said Section 36 and along the North lines of Tank Site "a" and Tank site "B" of said Woodmen Hills Filing No. 2 to the POINT OF BEGINNING.

Area = 0.65 Acres (28,215 sq.ft.), +/-

Terms and Conditions

1. This right-of-way grant is made for the sole purpose described, and for the singular use by the Grantee named herein. No other purpose or use is permitted. If Grantee uses or attempts to use the lands for any other purpose whatsoever, then this right-of-way shall become void and of no effect, and shall revert to the Grantor or its successors.
2. This right-of-way grant is not exclusive. It is subject to any and all uses, easements and rights-of-way granted previously. The Grantor reserves the right to use, or permit the use of, these same lands for any new purpose which will not unreasonably interfere with or endanger any of the facilities of the Grantee, or use thereof. Grantee agrees to permit and not interfere with such new or additional uses.
3. The Grantee shall not sublet or assign, in whole or in part, this right-of-way unless the Grantor, at its sole discretion, gives written authorization. Any transfer or assignment, or attempted transfer or assignment, of any of the rights granted, without such consent in writing, shall be absolutely void, and at the option of the Grantor, shall terminate this agreement.
4. The Grantor reserves the right at any and all times during the continuance of the right-of-way to sell, exchange, or otherwise dispose of the underlying or adjoining lands.
5. If Grantee fails to construct the facility or facilities described above within two (2) years from date hereof, this grant shall be subject to cancellation at the option of the Grantor. If the Grantor agrees to extend such

construction period, the Grantor may fix additional consideration at the time of completion of construction of said facilities.

6. Upon completion of construction and/or any subsequent maintenance activities of the herein described facility, including the use of Grantor's land not described above for temporary construction and/or ingress and egress purposes, Grantee agrees to restore said land, as near as practicable to its original condition, unless otherwise agreed to in writing by the Grantor. Provided, however, that all such restoration efforts shall be in compliance with the Colorado Noxious Weed Act, CRS 35-5.5-101 et seq. Grantee shall begin the restoration work not more than six (6) months after said facility is installed.
7. The Grantee shall not fence or otherwise obstruct free and open access to and travel upon, said land, without written authorization from the Grantor. No surface installation of any kind is authorized by this grant unless specifically mentioned herein.
8. If the right-of-way is to be enlarged, replaced, relocated, or added to in the future, the Grantee shall request of the Grantor such change and furnish surveys, plats, and description of the change to the Grantor. The Grantor may, at its sole discretion, approve or deny such request. In the event that the Grantor approves such change, the Grantor may, at its sole discretion, require the Grantee to pay additional consideration.
9. Grantee shall not establish a water use, water permit, or water right unless the Grantor at its sole discretion gives written authorization. If the Grantee uses or establishes any water right on the Grantor's land, for any use on or off Grantor's land, such right shall become and remain the property of the Grantor.
10. The Grantor shall reserve all rights to all minerals, ores, and metals of any kind and character, and all coal, asphaltum, oil, gas, or other like substances in or under such land, and all geothermal resources and the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, not withstanding the terms as per paragraph two (2). If the Grantor desires to occupy or use, or permit the occupancy or use of, the lands which are subject to the right-of-way herein granted, or any portion thereof, for any purpose with which the aforesaid facilities would interfere, then the Grantor may require the Grantee to relocate its facilities, at Grantees expense, after first receiving not less than ninety (90) days prior written notice from the Grantor. In such event, the Grantee shall be furnished a similar right-of-way over and across Grantor's land, where available and suitable, free of charge to relocate or otherwise adjust said facilities. Grantee shall not enter into any agreement to restrict mineral development in any way, including but not limited to, agreements to purchase, to buy out or to buy-down with the mineral lessee, its successors or assigns, without the written approval of Grantor.
11. The right-of-way granted herein shall continue until termination for cause or expiration of term, whichever occurs first. If the use of said right-of-way is abandoned for twelve (12) consecutive months, this right-of-way or any unused portion thereof shall automatically and without notice terminate.
12. The Grantee may remove the facilities during the term granted. Upon such removal, the right-of-way shall terminate, except that temporary removal or closure of said facility during maintenance or approved reconstruction shall not terminate this grant.
13. Upon termination of this right-of-way either for cause or by expiration of term, the Grantee shall restore the premises as nearly as possible to the condition they were in prior to the grant and construction of the original right-of-way, unless otherwise requested or agreed to by the Grantor.
14. The Grantee assumes all liability arising from the exercise of this right-of-way, including but not limited to the risk of all injuries, including death, resulting therefrom to persons and damage to property, including loss of use thereof, and all taxes, fees, assessments or charges, resulting directly or indirectly, wholly or in part, from this right-of-way and to indemnify, save harmless and defend the Grantor from and against any and all liability arising therefrom.
15. The Grantee will pay full compensation to the Grantor for damages to its property, rights, franchises or privileges, including liabilities and damages to its lessees and other third parties resulting from acts, omissions, or use of the lands or rights granted under this right-of-way.
16. Failure to comply with any term or condition contained in this right-of-way grant shall be grounds for termination by the Grantor.
17. A plat and survey performed by Randall D. Hency, Colorado PLS No. 27605, dated April 11, 2012 was submitted by the applicant to depict the location of this grant. Said plat is hereby made a part of this right-of-way document for locational purposes, but shall not prevail over the terms and conditions herein. Grantee must get written approval if easement does not follow stated legal description. An as built survey will be provided immediately after installation is complete.
18. If any facilities are constructed outside of the defined boundary of the easement area, Grantor, at its discretion, may require Grantee, Developer, or their successors or assignees to relocate the facilities to within the defined boundaries at no cost to the Grantor.

IN WITNESS WHEREOF, The parties hereto have executed the foregoing, the same to be effective as of the day and year first above written.

Grantee: Eugene Cozzolino Signature
as INTELLIGENCE DISTRICT MANAGER Position of Woodmen Hills Metropolitan District Entity
Printed Name

STATE OF COLORADO, acting by and through the
STATE BOARD OF LAND COMMISSIONERS

Beverly Rave
Beverly Rave - Field Operations Section Manager

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RIGHTS-OF-WAY ON STATE TRUST LANDS

Colorado State Board of Land Commissioners

GENERAL INFORMATION

A. Definitions and Standard Terms:

1. Rights-of-Way (ROWs) are required for any encumbrance on lands in the School and other trusts, unless such encumbrance is specifically approved under another lease such as an agricultural or recreation lease. Therefore, ROWs are typically issued for public roads, telephone and electrical lines, other utility transmission corridors or purposes, and natural gas pipelines, to name a few. In most instances, the ROW encumbers a long, narrow strip of land, but they can also include rectangular "ground" sites. Examples include pipeline metering stations and other facilities that may be within or outside the narrow strip ROW but are associated there within (e.g., "pig launchers") as well as monitoring wells.
2. ROWs are granted for a specified term, typically ten (10), twenty (20) or thirty (30) years (maximum), and then are subject to renewal.
3. ROW applications are submitted to the District Office. The District Office considers placement and other site considerations such as Stewardship Trust lands, impacts to existing ROWs and/or improvements, impact to existing Leases and any Additional Conditions that need to be added to the ROW document. If the application is approved by the District Manager, it is forwarded to the ROW Manager at the State Land Board Office who will process the application and issue the ROW. If the District Office recommends a denial, the applicant will be notified in writing. (All ROW applications must be approved by the State Board of Land Commissioners.)
4. Typically, approval requires 45-120 days for processing from the date the complete application is received. Failure on the part of the applicant to submit all of the requested information will delay the process and could lead to cancellation of the application. Applications not completed by the applicant within six (6) months of submittal are subject to cancellation without additional notice to the applicant. Upon such occurrence, an applicant must start the process again with a new application and application fee if they wish to continue to pursue a ROW.

Note: In contrast, Road Access Permits (RAPs) are issued for private access roads. RAPs substitute for ROWs when the road will not be a public road. A RAP implies a temporary situation of ten (10) years or less, and conveys fewer rights than are received under a ROW grant.

B. Fees, Consideration & Performance Bond:

1. ROW applications require the payment of an application fee (\$100) and consideration amount to be determined based on the specifics of the Right-of-Way. The **minimum** consideration amount is \$5,000.
2. An application fee is payable to the State Board of Land Commissioners. This fee is paid in order to begin the application process. Please refer to Application.
3. The consideration is a single payment, made in advance to the Board, for the use of the trust lands for the entire term. This amount is determined and paid near the end of the ROW application process. The **minimum** consideration amount is \$5,000.

4. The performance bond is a cash deposit or corporate surety held by the Board to ensure submission of an acceptable survey in instances where advanced entry has been authorized, and/or to ensure completion of or payment for reclamation of land that will be or has been disturbed or damaged by the holder of a ROW. The amount of the bond is solely determined by the State Land Board Staff and can be in excess of the consideration for the ROW. The performance bond is determined and paid, if required, near the end of the application process. The bond is refundable at the end of the term to the payee provided there is no unrestored damage and/or default under any terms of the ROW and all conditions have been met. The ROW holder must submit a written request for release of the performance bond. Following receipt of the request the District Manager will conduct an inspection and make a decision concerning the request.

Note: If the ROW holder does not request bond release within six (6) months of the end of the ROW term, the cash bond shall be forfeited to the Board.

C. Renewal at end of Term or Surrender:

1. Six (6) months prior to the expiration of the term of the ROW, the ROW holder must submit a complete application for renewal of their ROW if they desire to continue the use. In the renewal application process any pertinent changes in ROW holder information as well as site uses and conditions must be addressed and resolved to the District Manager's satisfaction. Renewal applications will be processed in the same manner as initial applications.
2. If the ROW holder does not wish to renew or continue holding the ROW they must notify the Board in writing at least six months prior to the expiration of the term. Such notice shall address how and when all equipment is to be removed and the premises restored.
3. If the ROW holder fails to notify the Board of their intent to either renew the ROW or surrender the ROW within the final six (6) months of the ROW term, all improvements on the leased premises shall be deemed abandoned and may, at the Board's option, be removed by the Board at the ROW holder's expense, retained by the Board, or sold by the Board with all proceeds going to the Board.
4. If the installation of the approved encumbrance is not commenced and/or completed within two (2) years of approval, the ROW is subject to immediate cancellation or renegotiation of all terms at the sole discretion of the SLB. A ROW holder may submit a written request for waiver of this requirement at least six (6) months prior to the end of the initial two (2) years of the term.

D. Compliance with ROW Requirements:

All ROW holders must maintain compliance with all requirements of the ROW at all times. Failure to do so is grounds for immediate cancellation of the ROW, forfeiture of equipment and personal property installed on the trust lands, forfeiture of any bonds, and collection for damages.

Colorado State Board of Land Commissioners
Land Survey Requirements

General Requirements

1. The survey must be performed by a professional land surveyor who is duly licensed and registered in the State of Colorado, per CRS 12-25-201 et seq.. The survey must be done in a workmanlike manner and compiled from actual field measurements.
2. A survey may be required to establish boundaries of parcels that are to be sold or acquired by the State Land Board (SLB). The only exception to this requirement for a survey of a parcel to be sold or acquired occurs when the parcel in question comprises a complete section(s) or lot(s), or protracted subdivisions of sections, such that the parcel can be definitely described by reference to the original public land surveys.
3. Surveys may be required for other situations, such as Other Use leases (OTs), and Road Access Permits (RAPs) but the need for these surveys are determined on a case-by case basis. Surveys are required for Rights-of-Ways (ROWs).
4. **Section corner monumentation must be set if none currently exists on the trust section(s) in question. Section corner ties that are more than one (1) mile away or are not located on trust lands may not be used.**
5. Monumentation is not required for lineal types of rights-of-ways (e.g., roads, pipelines, etc); however, monumentation is required for surveys that enclose small parcels such as above ground structures and/or appurtenances such as pipeline metering stations, equipment pads, tower sites, reservoirs, etc. Section corner ties at the beginning and ending points are required in all cases. Surveys without section corner ties will not be accepted unless they fall under the following exception. Corner ties are not required for a legal description that covers a set width and distance along aliquot lines: e.g., the West 30 feet of Section 16..., or, the East 40 feet of the Southwest Quarter, etc. Provided, however, that found and/or set section corners are referenced on the plat and that the course of the legal description covers the entire aliquot parcel. If an applicant wants to run half way up a quarter section line and then exit trust lands, this exception will not apply.
6. Pre-construction surveys are required. However, as-built surveys that supplement pre-construction surveys can be authorized or may be required under certain circumstances. Any such exception is at the sole discretion of the SLB, and determined on a case-by-case basis.
7. The survey must be depicted on a drawing or plat that conforms to the Minimum Standards set below.
8. Two (2) paper copies of the drawing or plat (bluelines, laserprints, etc) must accompany the application to the SLB. The original mylar is not required for our records.

9. A 3.5" computer diskette or CD that contains the text of the legal description is **required**. Save the legal description in Microsoft Word format if possible, otherwise save in ANSCI text.
10. An electronic copy of the Survey either as a pdf file or a dxf file.

Minimum Standards: Plat* or Drawing

11. Sizes: Minimum = 8.5 x 11 (CAD only); 18 x 24 (manually drawn). Maximum = 24 x 36.
12. Show the proposed facility, using centerline or outer boundary described by metes and bounds; use bearings and dimensions to nearest .01 ft.; calculate and show the acreage.
13. Show any proposed or existing structures, encroachments or crossings of existing rights-of-way or potential conflicts with other boundaries.
14. Show the boundaries of the State Trust Lands involved.
15. Reference the nearest section or aliquot corner as "found" or "set" or "calculated" and provide ties from corners to the facility where it enters and leaves the trust land (roads & utility lines).
16. Incorporate a complete text legal description of the subject onto the plat itself.
17. Provide surveyor's certificate and signature. The person signing the plat or drawing must be a professional surveyor, and attest that the survey was done by them or under their direct supervision.
18. Title block with name of company or surveyor, address and date.
19. If monumented, comply with state law regarding filing requirements for survey plats, CRS 38-50-1 01.

***Note: Plat vs. Drawing**

Current state law 38-51-102 defines a 'land survey plat' as depicting a 'monumented land survey.' However, the SLB does not always require a monumented survey (i.e., rights-of-ways). Consistent with this terminology, the term 'plat' as used here refers to a monumented survey, the term 'drawing' refers to an unmonumented survey. Regardless of method, by plat or drawing, the standards and requirements are exactly the same for SLB purposes.

WOODMEN HILLS

A RECREATIONAL LIFESTYLE COMMUNITY



March 6, 2012

State of Colorado
John Valentine, District Manager, South Central District
Board of Land Commissioners
4718 N. Elizabeth Street, Suite C
Pueblo, CO 81008

RE: Woodmen Hills Theriot Tank Site

Dear Mr. Valentine:

The Woodmen Hills Metropolitan District (WHMD) owns and operates a tank site known as the Theriot Tank site in the Falcon area. WHMD is a quasi-municipal political subdivision of the state of Colorado (established in 1995 under Title 32 of the Colorado Revised Statute) operating a municipal water system in the vicinity of Falcon, Colorado. A map is attached. Public water suppliers are required by the national Homeland Security Act to study the vulnerability of their major assets, identify security risks, and move to correct security risks in their systems. Tank sites are of major concern and the Theriot Tank Site, being fenced on only one boundary, has been identified by WHMD as a security risk. WHMD believes it must immediately improve the security of the Theriot Tank Site by installing a perimeter fence.

WHMD owns the Theriot Tank Site by virtue of dedication of the site in original subdivision plats. Recently, while in the process of surveying and pinning the Theriot Tank Site site for installation of security fencing, WHMD learned that some underground facilities were installed off of WHMD's site and on State Land Board land lying adjacent to the site. WHMD desires to include all of its facilities within the security fence, and therefore needs to obtain an easement from the State for a 28,215 square-foot area.

We understand that the easement approval process will require several months. WHMD has immediately initiated the application process for obtaining the necessary easement from the State of Colorado. However, because WHMD's need is related to security measures, we request permission to occupy the easement area and immediately proceed with the fencing.

WHMD agrees to:

- Submit proper forms for the easement application process within 45 days.
- The easement request will be for an area measuring 45 feet by 627 feet for utility purposes.
- No superstructures will occupy the easement area other than fencing – a 6-foot chain link fence with barbed wire strands at top. All other WHMD facilities lie underground.
- Obtain a survey of the easement area, by licensed surveyor.
- Complete the State's application process and pay the necessary fees (estimated to be approximately \$5,000) to secure a 30-year easement for the necessary area.

If you have any questions please do not hesitate to call. Please let me know if the State Land Board will allow immediate construction of security fencing around the perimeter of the requested easement area. Thank you for your consideration of this request.

STATE OF COLORADO

Governor
John W. Hickenlooper

Department of Natural Resources
Mike King, Executive Director



Managing
State Trust Lands
Since 1876

STATE BOARD OF LAND COMMISSIONERS
William E. Ryan, Director
1127 Sherman Street, Suite 300
Denver, CO 80203
Phone: (303) 866-3454
Fax: (303) 866-3152

March 13, 2012

**Woodmen Hills Metropolitan District
8046 Eastonville Road
Falcon, CO 80831**

Re: Woodmen Hills –Theriot Tank Site

Based on your agreements from your letter of March 6, 2012, consider this letter as permission to construct a fence around your tank site in Section 36, Township 12 South, Range 65 West.

As soon as I receive the survey information, the right of way application and \$100 application fee, I will submit the packet to the Board for approval.

If you have any questions, please feel free to call me at 719-543-7403 or john.valentine@state.co.us.

Sincerely,

John Valentine
South Central District Manager

cc: Field Operations

State Land Board District Offices

Northwest P.O. Box 1094 Craig, CO 81626 (970) 824-2850	North Central 330 Oak Avenue Suite 110 Eaton, CO 80615 (970) 454-5279	Northeast 318 W Main Street Sterling, CO 80751 (970) 522-0316	Southwest P.O. Box 88 305 Murphy Dr. #A Alamosa, CO 81101 (719) 589-2360	South Central 4718 N. Elizabeth Suite C Pueblo, CO 81008 (719) 543-7403	Front Range 600 Grant St. Denver, CO 80203 (303) 861-1033	Southeast 700 S. Main Lamar, CO 81052 (719) 336-3031
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COMMISSIONERS: Buck Blessing, Michele A. Bloom, Tom R. Gray, Thomas R. Hoyt, Sandra A. Leinsdorf

WOODMEN HILLS

A RECREATIONAL LIFESTYLE COMMUNITY



April 18, 2012

State of Colorado
John Valentine, District Manager, South Central District
Board of Land Commissioners
4718 N. Elizabeth Street, Suite C
Pueblo, Colorado 81008

Re: Woodmen Hills Theriot Tank Site

Dear Mr. Valentine:

JDS Hydro Engineering is authorized to act as an agent for Woodmen Hills Metropolitan District for obtaining an easement from the State in the above referenced item.

Sincerely,
Woodmen Hills Metropolitan District

Larry D. Bishop, Sr.

Larry D. Bishop, Sr.
Manager

CC: John McGinn, JDS Hydro Engineering

STATE OF COLORADO

BOARD OF LAND COMMISSIONERS

1127 Sherman Street, Room 300
Denver, Colorado 80203
Phone: (303) 866-3454
Fax: (303) 866-3152

South Central District Office
4718 N. Elizabeth St.
Suite C
Pueblo, CO 81008
Phone: (719) 543-7403
Fax: (719) 544-9348

Department of Natural Resources



**Managing
State Trust Lands
Since 1876**

May 22, 2012

**WOODMEN HILLS METROPOLITAN DISTRICT
8046 EASTONVILLE ROAD
FALCON, CO 80831**

John Hickenlooper
Governor

Mike King
Department of Natural Resources
Executive Director

William E. Ryan
State Board of Land
Commissioners
Director

Re: Right-Of-Way Application No: 3536, located in El Paso County

This letter is to notify you that the District Manager of the State Land Board has approved the application for Right of Way/Easement No. 3536. The name(s) appearing on the new lease will be WOODMEN HILLS METROPOLITAN DISTRICT, as Metropolitan District.

The lease will include the following lease terms:

Contract Term: 30 years
Effective Date: 7/13/2012
End Date: 7/13/2042
Approved Use: 12" PVC Waterlines, Gate Valves, and Valve Boxes
Restoration Bond: \$0.00
One Time Payment: \$5,000.00 **This is not an invoice. Do not pay at this time.**

Additional Conditions that will be added to the Lease:

This is notification of a decision of the staff; it still requires final approval by the State Board of Land Commissioners. Any party who believes they have been adversely affected by the decision may request a review of the decision by the State Board of Land Commissioners. To request a review affected parties must submit a \$100 fee per review and follow the procedures of the Board's Policy Concerning Review of Staff Decision, Policy #2002-01, which can be found on the State Land Board website at <http://www.trustlands.state.co.us>. The standard for review of the decision shall be whether the decision is supported by substantial evidence and has a reasonable basis, or, conversely, whether the decision was arbitrary, capricious, an abuse of discretion, or is adverse to the long-term best interest of the trust beneficiaries.

If you have any questions, please contact the South Central District Office at the address/phone number above

cc: Field Operations