

**HAUL ROUTE AGREEMENT
WOODMEN HILLS METROPOLITAN DISTRICT WATER STORAGE TANK
REPLACEMENT**

This Haul Route Agreement ("Agreement") is entered into this _____ day of _____, 2025 ("Effective Date") by and between El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado, a statutory county and political subdivision of the State of Colorado ("County") and Woodmen Hills Metropolitan District ("District"). County and District may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. District has submitted an application for site development plan approval under El Paso County Planning and Community Development File No. PPR251 for the replacement of an existing 237,000-gallon steel water storage tank with a new one-million-gallon, concrete water storage tank, on property legally described as Lot A, Woodmen Hills Filing No. 2 and with an address of 8990 Theriot Road.
- B. As a condition of approval of the site development plan and because of the existing poor condition of Theriot Road, District must enter into a haul route agreement that identifies construction impacts on Theriot Road and seeks to address such impacts. The purpose of this Agreement is to comply with that requirement.
- C. The County and the District anticipate that as a result of the District's use of County roads during construction, accelerated deterioration of such road may occur. Thus, repairs or improvements may be required and additional maintenance expenses may be incurred by the County.

AGREEMENT

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

1. **Incorporation of Recitals.** The Recitals set forth above shall be incorporated by reference into this Agreement as if fully stated herein.
2. **General Operation Description.** The Operation consists of removing the existing water storage tank and surrounding supporting buildings and replacing them with a new 1-million-gallon post-tensioned circular concrete water tank. The Parties anticipate that in the import and export of materials, including concrete work, that Theriot Road may sustain damages which this Agreement is intended to address.
3. **Purpose.** This Haul Route Agreement shall be completed for the existing, new, and expanded hauling operations that may cause accelerated deterioration to county roads.

4. Haul Route. "Haul Route" means the segment of Theriot Road between the site source and the destination and/or the source site and the nearest major intersections.
 5. Compliance with Applicable Laws. District must comply with all applicable federal, state, and local laws, ordinances, rules, and regulations and all applicable approvals, permits, and licenses in during the term of the Operation.
 6. Identification of Haul Route. The Parties agree that the Operation will impact County paved and unpaved roads based on the number of anticipated trips per day and the weight of the vehicles making such trips. District has identified a Haul Route along public roads to and from the Operation site. The Haul Route is depicted in Exhibit A, attached hereto, and generally includes Theriot Road to Dallas Road east.
 7. Inventory of Roads Required. The Parties acknowledge that a Road Conditions Report will be required prior to the issuance of the construction permit and prior to the start of the District's hauling operations on county roads covered by this Agreement. The Road Conditions Report should assess and catalog the status of the haul route road conditions prior to commencement of the Operation. Representatives of the County and the District shall make a joint Road Conditions Report indicating the condition of such roads and attach and incorporate such report herein as Exhibit B. The Road Conditions Report shall include a statement of the extent and frequency of routine maintenance on the haul route and may include photographs, video logs, or other recording devices showing the condition of the existing haul route. Deficiencies of the road shall be noted in the Road Conditions Report and shall show an estimated cost to repair.
- The District shall be liable for repairing any new or exacerbated damage to the Haul Route caused by construction and execution of the Operation.
8. District Reimbursement of County Expenses. During the period for which this Agreement is in effect, the District agrees to reimburse the County for all costs of any additional maintenance and additional signing necessitated by the District's use of County roads.
 9. Identification of Impacts to Haul Route. The County and District have relied upon the following information in identifying the Operation's anticipated impacts to the Haul Route, the mitigation measures to be applied, and the costs thereof:
 - a. Information contained in File No. PPR251 relating to the proposed haul route and estimate truck/trip counts;
 - b. The parties acknowledge that the condition of Theriot Road, which is acknowledged by the Parties to be poor condition prior to commencement of the Operation and this road; and
 - c. An estimated 2,700 cubic yards of material exported and 2,700 cubic yards of material imported in the Operation.

10. General Agreements Regarding Road Use. The District understands and agrees that, although the Haul Route covered by this Agreement is subject to normal use, by virtue of the extraordinary use of the roads to effectuate the Operation, including the demolition and replacement of the water storage tank, the District assumes responsibility for all damage and additional maintenance on such roads resulting from its use of the Haul Route. The County hereby agrees to the District's use of the Haul Route covered by this Agreement subject to the conditions contained herein.

11. Mitigation of Impacts to Haul Route. The District shall be responsible for any road repairs or additional maintenance needed and shall perform all work to correct any damage that occurs to the Haul Route, as a result of the Operation, identified after the initial Road Conditions Report. Such additional maintenance includes but is not limited to, grading, reshaping, repair and/or modification of roads.

Any improvements or widening of the roads necessitated by the District's operations, including modification to any roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed, shall be made at the District's sole expense, and shall be authorized by County permit.

12. Additional Mitigation Provisions.

- a. The County and District shall jointly inspect the Haul Route within three (3) business days of completion of the Operation.
- b. Following the inspection, the County shall review its observations and compare them to the Road Condition Report. The County shall then provide a written analysis and recommendations for any maintenance or repairs it has identified as necessary to return the Haul Route to the same condition as was identified in the Road Condition Report.
- c. The District shall complete the recommended maintenance and repairs to the Haul Route within sixty (60) days of receipt of same.

13. El Paso County Road Impact Fee. District understands and agrees that the Operation is subject to the provisions of the El Paso County Road Impact Fee and that the imposition of such Road Impact Fee is separate and does not arise from this Agreement. The Road Impact Fee shall be assessed at the time of Site Development Plan approval.

14. General Provisions.

- a. Indemnity. District and its successors and assigns shall indemnify and hold harmless the County and its elected officials and employees, agents, and contractors from and against any and all losses, injuries, damages, claims, demands, suits, liabilities, causes of action, settlements, costs, or expenses that are caused by or result from the acts and omissions of District or its employees, officer, or agents arising from the construction, operation, and reclamation of the Operation. Nothing in this paragraph shall be interpreted to limit or waive any of the immunities, rights, limitations of liability and

defenses afforded the County under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*

- b. Amendment. This Agreement may be amended by mutual agreement of the Parties only by a writing signed by all Parties.
- c. Assignment. No Party may assign its rights and obligations under this Agreement without the prior written consent of all other Parties, which consent shall not be unreasonably withheld.
- d. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective personal representatives, heirs, successors, and assigns.
- e. Waiver. No delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof by any Party hereto, and no waiver by the
- f. Colorado Law and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Colorado. In the event of any litigation that may arise hereunder, the Parties agree that jurisdiction and venue shall lie in the District Court of El Paso County, Colorado.
- g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages shall be attached to a single instrument.
- h. Severability/Integrated Terms and Conditions. Because compliance with the terms and conditions of this Agreement is a condition of the Special Use Approval, its terms and conditions are integrated into the Special Use Approval. Therefore, if any provisions of this Agreement are determined by a court of competent jurisdiction to be unenforceable or invalid, the Special Use Approval and this Agreement shall be rescinded or suspended unless the Board of County Commissioners, in its sole subjective discretion, approves an amendment to the Special Use Approval and/or this Agreement.
- i. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law or equity.
- j. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties. This Agreement is specifically intended by the Parties to supersede all prior agreements, whether written or oral.

In witness of the foregoing provisions, the Parties have executed this Agreement as of the Effective Date above.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Gilbert LaForce, Engineering Manager
Development Services, Department of Public Works
Designee of Joshua Palmer, County Engineer
Authorized signatory pursuant to Resolution No. 24-145

Approved as to form:

County Attorney's Office

Woodmen Hills Metropolitan District

By: [Signature]
Name: Sanford Rodgers
Title: Vice President

STATE OF COLORADO :

: SS.:

COUNTY OF EL PASO :

The foregoing instrument was acknowledged before me this 2nd day of July, 2025,
by Sanford Rodgers the VP of Woodmen Hills Metropolitan
District.

[Signature]
Notary Public Signature

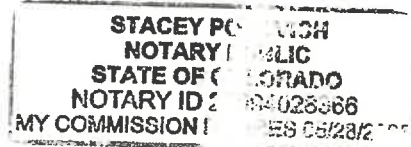


EXHIBIT A

Haul Route



8990 Theriot Rd
Recently viewed

Theriot Rd

Theriot Rd

Dallas Rd

Theriot Rd

Dallas Rd

Dallas Rd

EXHIBIT B

Road Conditions Report