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El Paso County, CO



**RESOLUTION NO. 20-32**

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

**RESOLUTION TO APPROVE AN AMENDED PARK LANDS AGREEMENT WITH  
WALDEN HOLDINGS I, LLC**

**WHEREAS**, El Paso County (County) and Walden Holdings I, LLC (Property Owner) entered into a Park Lands Agreement dated March 20, 2014 for the Walden Preserve 2 (Property), which is recorded in the records of the El Paso County Clerk and Recorder on August 13, 2014 at reception 21407331;

**WHEREAS**, the Property Owner has completed the dedication of the Regional Trail easement and the County has accepted the dedication as required by the Park Lands Agreement; and

**WHEREAS**, the Property Owner has completed construction of a pickleball court and surrounding urban park amenities in compliance with the Park Lands Agreement; and

**WHEREAS**, the Property Owner has completed partial construction of the required 1.5 miles of Regional Trail as required in the Park Lands Agreement, but the trail does not currently meet the County's required trail construction standards per the Park Lands Agreement; and

**WHEREAS**, the County and the Property Owner have agreed to amend the Park Lands Agreement in order to complete the construction of the Regional Trail to County standards for the benefit of the Walden community and the County; and

**WHEREAS**, the County accepts in its present condition the Regional Trail as built by the Property Owner from the south end to the north end of the Property, approximately 1.5 miles; and

**WHEREAS**, in acknowledgment of the efforts and expenditures of the Property Owner in constructing the Regional Trail to its current condition, the County grants the Property Owner Regional Park Fee Credits equal to the Regional Park fees which would otherwise be due for the currently recorded filings of the Property, specifically Walden Preserve 2 Filing No. 1, Walden Preserve 2 Filing No. 2, and Walden Preserve Filing No. 3; and

**WHEREAS**, to provide funding to complete the Regional Trail, each future filing of residential lots within the Property will be subject to the Regional Park Fees as required at the time of recording of each final plat in accordance with the El Paso County Subdivision Regulations; and

**BE IT FURTHER RESOLVED**, that the Board of County Commissioners of El Paso County, Colorado, hereby accepts the Amended Park Lands Agreement attached as Exhibit 1.

**BE IT FURTHER RESOLVED**, Mark Waller, Chair of the Board of County Commissioners or Longinos Gonzalez Jr., Vice-Chair of the Board of County Commissioners, shall be authorized to execute any and all documents reasonable and necessary to carry out the intent of the Board as described herein.

**DONE THIS 28<sup>th</sup>** day of January, 2020, at Colorado Springs, Colorado.

ATTEST:

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

Clerk and Recorder. 1861



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

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

Vice Chair

A handwritten signature in black ink, appearing to read "Longinos Gonzalez Jr.", is written over a horizontal line. The signature is stylized and cursive.

## Amended Park Lands Agreement

### Walden Preserve 2

THIS AMENDMENT OF THE PARK LANDS AGREEMENT IS MADE AND ENTERED INTO THIS 20 DAY OF Jan, 2020, BY AND BETWEEN WALDEN HOLDINGS I, LLC ("Property Owner") AND EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO ("County").

#### Recitals:

- A. Whereas the County and Property Owner entered into a Park Lands Agreement dated March 20, 2014, which is recorded in the records of the El Paso County Clerk and Recorder on August 13, 2014 at reception 21407331;
- B. The Property Owner has completed the dedication of the Regional Trail easement and the County has accepted the dedication as required by the Park Lands Agreement; and
- C. The Property Owner has completed construction of a pickleball court and surrounding urban park amenities in compliance with the Park Lands Agreement; and
- D. The Property Owner has completed partial construction of the required 1.5 miles of Regional Trail as required in the Park Lands Agreement, but the trail does not currently meet the County's required trail construction standards per the Park Lands Agreement; and
- E. Whereas the County and the Property Owner have agreed to modify the Park Lands Agreement in order to complete the construction of the Regional Trail to County standards for the benefit of the Walden community and the County.

Now therefore, for and in consideration of the mutual promises and covenants set forth herein, as well as the above Recitals, which are a material part hereof, the County and Property Owner agree as follows:

1. Regional Trail Development and Obligations. The Regional Trail obligations of the Property Owner set forth in Paragraph 1 of the Park Lands Agreement is changed to read as follows:
  - A. The County accepts in its present condition the Regional Trail as built by the Property Owner from the south end to the north end of the Property, approximately 1.5 miles.
  - B. The Property Owner agrees to not utilize the Regional Trail for construction activity or service access without prior written permission from the County. Any damage to the Regional Trail due to construction activity or service access will be promptly repaired to its original condition by the Property Owner.

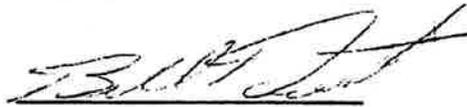
- C. The County shall be responsible to complete the Regional Trail construction to County Regional Trail standards.
  - D. In acknowledgment of the efforts and expenditures of the Property Owner in constructing the Regional Trail to its current condition, the County grants the Property Owner Regional Park Fee Credits equal to the Regional Park fees which would otherwise be due for the currently recorded filings of the Property, specifically Walden Preserve 2 Filing No. 1, Walden Preserve 2 Filing No. 2, and Walden Preserve Filing No. 3.
  - E. Each future filing of residential lots within the Property will be subject to the Regional Park Fees as required at the time of recording of each final plat in accordance with the El Paso County Subdivision Regulations. These Regional Park Fees will be used to complete the Regional Trail.
2. Urban Park Development and Obligations. The County acknowledges the Property Owner has satisfied the obligations of Paragraph 3 of the Park Lands Agreement with respect to Urban Park Development and Obligations and therefore the Property Owner has received Urban Park Fee Credits for all 116 Lots in Walden Preserve 2 PUD. Therefore, no Urban Park Fees will be required of the Property Owner for the 43 lots in the previously recorded plats nor for the 73 lots remaining to be platted within Walden Preserve 2 PUD.
3. Other Provisions Unchanged. Except as modified herein, the provisions of the Park Lands Agreement remain in full effect.

IN WITNESS of the foregoing provisions, the Parties have executed this Agreement as of the date first entered above.

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

**WALDEN HOLDINGS I, LLC**

\_\_\_\_\_  
Chair

  
\_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

BOCC

BOCC 3-20-14  
Item 8  
Cort 14-110A

**PARK LANDS AGREEMENT  
WALDEN PRESERVE 2**

THIS PARK LANDS AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO THIS 10 DAY OF March, 2014, BY AND BETWEEN WALDEN HOLDINGS I, LLC ("Property Owner") AND EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO ("County").

**RECITALS**

A. Property Owner is the owner of property situated in an unincorporated portion of El Paso County, State of Colorado consisting of approximately 208.8 acres and commonly known and described as Walden Preserve 2 (the "Property"), which Property was a portion of a PUD initially approved for development by the Board of County Commissioners of El Paso County on December 16, 2004.

B. Property Owner has been and is in the process of completing a rezoning request ("Zoning Request") to rezone the Property from its present PUD to a new PUD named "Walden Preserve 2" (County Development Services Department File Number PUD-13-5), which will be followed by preliminary plan and final plat applications for the Property. The Zoning Request contains a proposed public regional trail to be located as described in the attached Walden Preserve 2 Regional Trail Exhibit, which Regional Trail is a portion of that trail identified in the June 2013 El Paso County Parks Master Plan as the Cherry Creek Regional Trail.

C. The Zoning Request is for the entire Property as described in attached Land Description Exhibit, and sets the maximum number of lots at 116 and provides 72.3 acres of open space. However, the likelihood is that the Property will be developed in phases consisting of several separate filings with separate plats.

D. Pursuant to the requirements of the El Paso County Land Development Code (the "Code"), the developer is required to provide a public easement for such Regional Trail with the filing of each final plat; and is required to dedicate urban and regional park lands, or pay fees in lieu thereof, or a combination of both land dedication and fees as a condition of preliminary plan and/or final plat approval. Such fees are normally paid at the time of recording the approved final plat for each filing.

E. Assuming that all 116 residential lots are eventually platted, the El Paso County Community Services Department calculates Regional Park Fees for the entire Walden Preserve 2 Property to be \$30,392, and Urban Park Fees for the Property to be \$19,140.

F. The County desires to grant the Property Owner \$30,392 in Regional Park Fee Credits, provided that the Property Owner installs the Regional Trail as depicted on the Regional Trail Exhibit to County standards and grants the required trail easement to El Paso County. The County acknowledges that the value of such installation exceeds the calculated Regional Parks

WAYNE W. WILLIAMS El Paso County, CO  
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Fees because the improvements involve approximately 1.5 miles of regional trail, between the Settler's Ranch property to the south and the property owned by Lewis Palmer School District to the northwest.

G. The County also desires to grant the Property Owner \$19,140 in Urban Park Fee Credits, provided that the Property Owner installs improvements of an equal or greater value to provide urban park amenities such as playing fields, playground equipment, picnic pavilions, water fountains, picnic tables and benches within the Property for the benefit of the general public.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, as well as the above Recitals, which are a material part hereof, the County and the Property Owner agree as follows:

1. Regional Trail Development and Obligations. Property Owner shall satisfy its regional park dedication and fee requirements for the entire 116 lots at the time of recording the first final plat within the Property by constructing the Regional Trail within the Property as shown on the Regional Trail Exhibit and dedicating the trail easement pursuant to the terms of this Agreement. The Property Owner shall construct the public trail improvements in accordance with standards for a Regional Trail as specified in the El Paso County 2013 Parks Master Plan.

- a. The County and Property Owner agree that the value of the regional trail improvements so constructed will be equal to or greater than the applicable Regional Park Fees for the Property.
- b. Prior to construction, the Property Owner shall review the trail design with the Parks Department for compliance with County Parks Department adopted standards for construction of such a Regional Trail.
- c. The regional trail improvements shall include but are not limited to: construction of an eight-foot wide path, with a two-foot wide shoulder on either side; installation of Class 6 road base and crushed limestone surface materials; re-establishment of shoulders and disturbed soil with native grass seed, and establishment of associated drainage structures and erosion control measures.
- d. A twenty-five foot wide public regional trail easement extending approximately 1.5 miles between the Settler's Ranch property to the south and the Lewis Palmer School District property to the northwest shall be provided in favor of El Paso County for access to and maintenance of the trail, and shall be dedicated at the time of recording the first filing within the Property. Such dedication shall be in a form acceptable to the County.
- e. The cost of constructing the Regional Trail shall be included within the Estimate of Guaranteed Funds and the collateral provided to the County for the public improvements needed in connection with the first filing

within the Property. Such collateral shall be released upon inspection of the Regional Trail by County staff and verification of completion.

- f. The Regional Trail construction shall be completed within two years after the recording of the first plat filing within the Property. If not completed within two years, Regional Park Fees shall be due and immediately paid to the County for all recorded filings.

2. **Internal Trail Development and Obligations.** In addition to the Regional Trail, the Property Owner shall construct all other trails depicted in the approved Zoning Request in accordance with County standards. The construction of each trail shall coincide with the development of the adjacent cluster as depicted in the Zoning Request, but in no event shall completion of all trails other than the Regional Trail occur later than two years after recording the final plat of the last subdivision within the Property. The Property Owner shall be required to include the cost of constructing each trail within the Estimate of Guaranteed Funds and the collateral provided to the County for public improvements in connection with the relevant subdivision filing. Such collateral shall be released upon inspection of the relevant trail and verification of completion.

3. **Urban Park Development and Obligations.** The County agrees that Property Owner may satisfy its urban park dedication requirements or fees in lieu thereof for the Property by installing urban park amenities within the Property. Such fees are due at the time of recording each final plat, based on the number of residential lots in the filing.

- a. At the time of recording of each final plat for the Property, the Property Owner shall receive a credit for urban park amenities installed or to be installed on the Property pursuant to this Agreement, provided the Property Owner installs amenities of a value equal to or greater than \$19,140.
- b. The property owner will provide a park design plan and construction cost to the County for review and approval prior to the installation of amenities.
- c. The Urban Park Amenities for which the Property Owner receives credit shall be completed and transferred to a public entity (the "District") within two years after the recording of the first final plat. If not completed and transferred within two years, the Urban Park Fees for which credit has been taken shall be immediately paid to the County.
- d. Nothing herein precludes the District from applying for grants from the County to assist in paying the cost of construction of additional urban park amenities beyond those required by this Agreement.

4. **Maintenance.** Unless otherwise mutually agreed by the Property Owner and the County, the Regional Trail will be maintained by El Paso County for the benefit of the public, and the internal trails and urban park improvements will be transferred to and maintained by the

homeowners' association and/or the District, for the benefit of the public. Under no circumstance shall ownership of or maintenance responsibilities for the internal trails and urban park improvements revert to El Paso County.

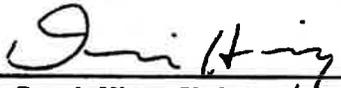
5. Installation and Use. All improvements shall be installed in compliance with all applicable County regulations, resolutions, and standards. All trails shall be open for equestrian use; however, equestrian access to pond structures may be limited.

6. Successors and Assigns. This Agreement is binding on and inures to the benefit of the heirs, successors, and assigns of the Parties hereto, including any successive owners or developers of the Property.

IN WITNESS of the foregoing provisions, the Parties have executed this Agreement as of the date first entered above.

BOARD OF COUNTY COMMISSIONERS  
EL PASO COUNTY, COLORADO

WALDEN HOLDINGS I, LLC

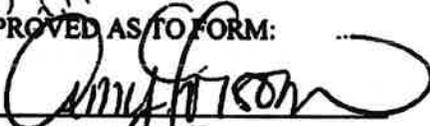
By:   
Dennis Hisey, Chair 14-110A

By:   
Title: Wade Purdy

ATTEST:

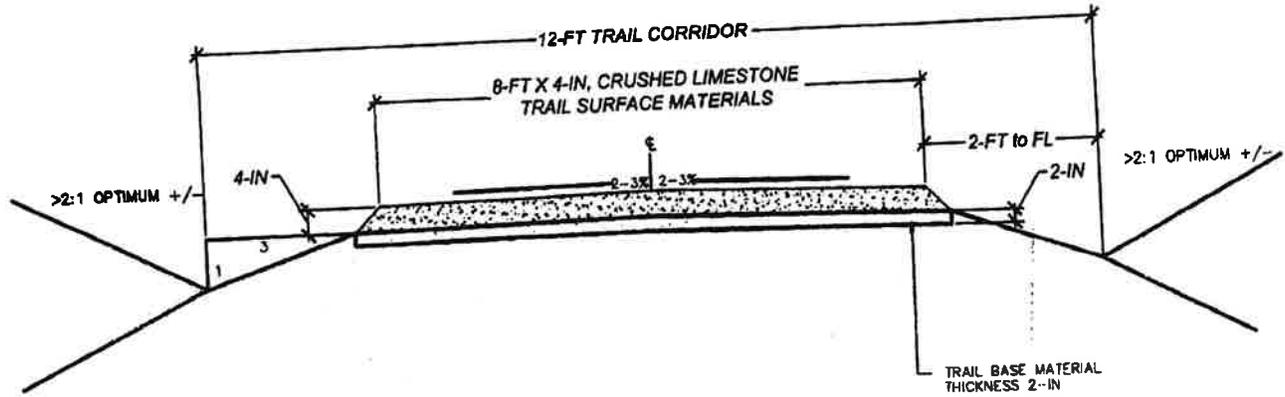
  
County Clerk & Recorder

APPROVED AS TO FORM:

  
County Attorney's Office

# 8-FT TRAIL STANDARD DETAIL

NOT TO SCALE



**GENERAL NOTES:**

1. TRAIL SURFACING SHALL BE CRUSHED LIMESTONE 3/8-INCH MINUS WITH FINES.
2. TRAIL SURFACING SHALL BE COMPACTED WITH ROLLER.
3. ALL DISTURBED AREAS SHALL BE RESEEDED WITH 'FOOTHILLS NATIVE' SEED MIX AND RAKED INTO SOIL.

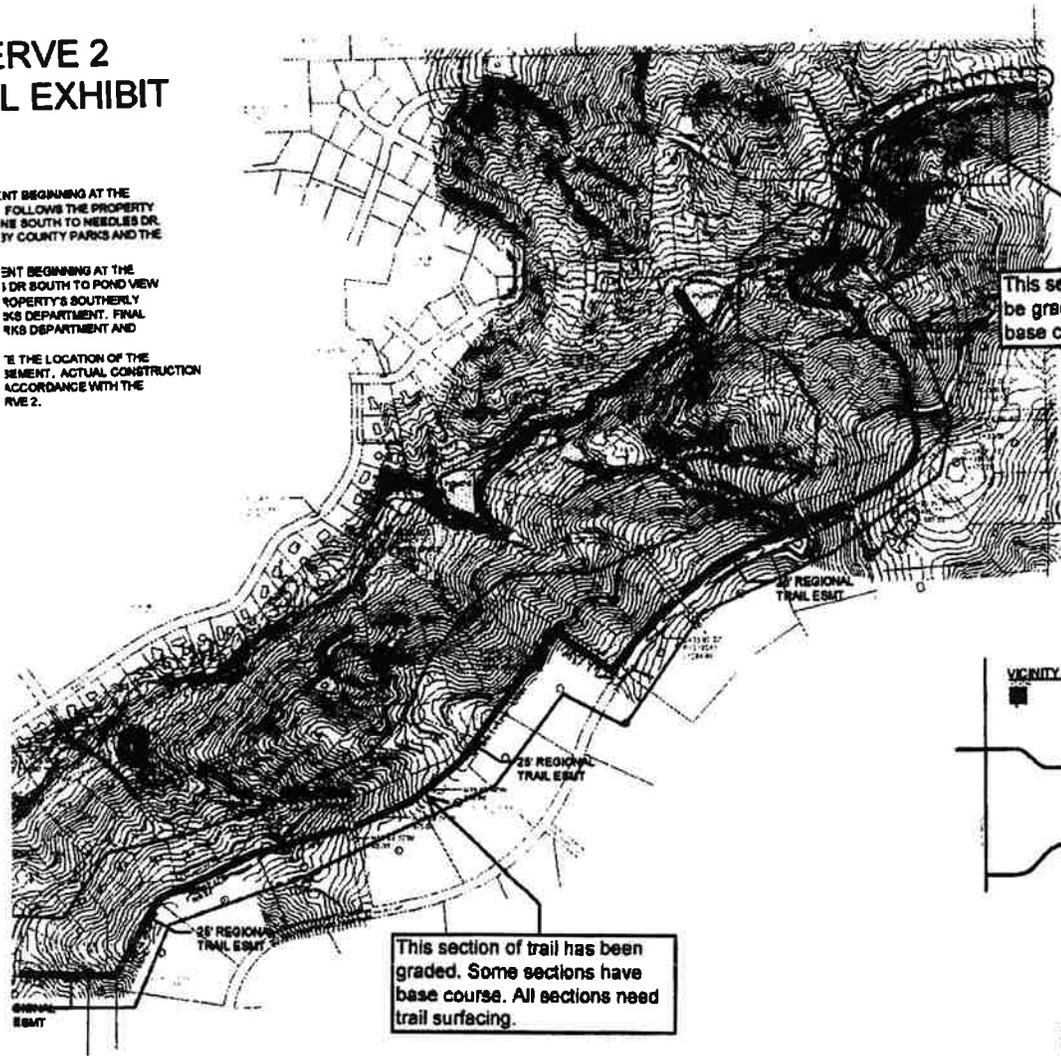
	<p><b>Standard Trail Details</b></p> <p>*****</p> <p>COLORADO SPRINGS, COLORADO</p>	<p>DATE: MAR 26, 2017</p> <p>JOB NO. ****</p> <p>DRAWN BY:</p>	
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# TRAIL EXHIBIT

TRAIL BEGINNING AT THE  
 FOLLOWS THE PROPERTY  
 LINE SOUTH TO NEEDLES DR.  
 BY COUNTY PARKS AND THE

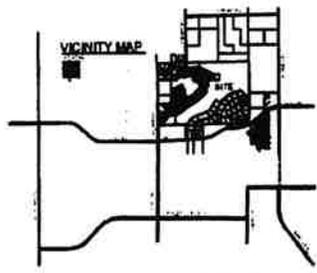
TRAIL BEGINNING AT THE  
 1 DR SOUTH TO POND VIEW  
 PROPERTY'S SOUTHERLY  
 SCS DEPARTMENT. FINAL  
 RKS DEPARTMENT AND

IS THE LOCATION OF THE  
 SEMENT. ACTUAL CONSTRUCTION  
 ACCORDANCE WITH THE  
 TRAIL 2.



This section of the trail needs to be graded. Also need to install base course and trail surfacing.

This section of trail has been graded. Some sections have base course. All sections need trail surfacing.



DEVELOPED BY:  
 CLAYTON CHARLES, INC.  
 1748 COLONIA PARK DR.  
 MONROE, CO 80133-4471

<b>LR</b>	
PROJECT NAME: COUNTY PARKS AND RECREATION TRAIL DEVELOPMENT PLAN COUNTY PARKS	
PROJECT NUMBER: COUNTY PARKS	
DRAWING NUMBER: COUNTY PARKS	
DATE: 2/27/2013	
DRAWN BY: DP	
CHECKED BY: DP	
SCALE: AS SHOWN	
SHEET NUMBER: 1 OF 8	