LAND USE APPLICATION FORM

Teller County Community Development Services
Post Office Box 1886 • Woodland Park, CO 80866
(719) 687-3048 • FAX: (719) 687-5256

PERMIT NO. Z 26- 0039 **TYPE OF APPLICATION** (CHECK ONE)

- ☐ AMENDED FINAL PLAT
- ☐ AMENDMENT TO OFFICIAL ZONE MAP (REZONE)
- ☐ COMBINED SKETCH/PRELIMINARY(SUBDIVISION)
- ☐ COMBINED SKETCH/PRELIMINARY (PUD)
- ☐ FINAL PLAT
- ☑ LOCATION & EXTENT
- ☐ MINOR INFILL SUBDIVISION
- ☐ PRELIMINARY PLAN (SUBDIVISION)
- ☐ PUD (SKETCH OR PRELIMINARY)
- ☐ SKETCH PLAN (SUBDIVISION)
- ☐ ZONING VARIANCE
- ☐ SPECIAL DISTRICT
- ☐ SPECIAL EXEMPTION PLAT
- ☐ VACATION OF ROADWAY OR EASEMENT
- ☐ 1041
- ☐ OTHER: ____________

☒ **PROJECT NAME:** Pikes Peak SRA Rosemont Campground

☒ **APPLICATION FEE AMOUNT** (must be attached): ____________

PROPERTY OWNER (please print)

IF MORE THAN ONE PROPERTY OWNER, ALL PROPERTY OWNERS MUST BE LISTED (attach list)

Name: Colorado Springs Utilities, an enterprise of the City of Colorado Springs

Mailing Address: P.O. Box 1103, Colorado Springs, CO 80947-0010

Phone: Office: ~~719-448-4808~~ 719-668-7581 Home: ____________

Fax: ____________ Email jedavis@csu.org

☐ (1) **TITLE COMMITMENT, TITLE GUARANTEE, TITLE COMPANY OWNERSHIP & ENCUMBRANCE REPORT, OR ATTORNEY'S TITLE OPINION;** OR

☒ **DEED(S)** as required

- ☐ **ADJACENT PROPERTY OWNERS LIST** names & addresses
- ☐ **ADJACENT PROPERTY OWNERS MAILING LABELS**
- ☐ **MINERALS INTEREST FORM AND LIST** as required
- ☐ **SPECIFIC APPLICATION SUBMITTAL MATERIALS**

APPLICANT- IF DIFFERENT FROM PROPERTY OWNER (please print)

Name: Colorado Parks and Wildlife Amy Brandenburg, Park Manager VI, Pikes Peak Recreation Area

Mailing Address: 4255 Sinton Road, Colorado Springs, CO 80907

Phone: Office: 719-227-5200 Home: 719.726.0508

Fax: ____________ Email: amy.brandenburg@state.co.us

☒ **WRITTEN, NOTARIZED, AUTHORIZATION AND CONSENT FROM ALL PROPERTY OWNERS FOR AUTHORIZED AGENT TO ACT ON THEIR BEHALF**

AUTHORIZED AGENT - IF DIFFERENT FROM PROPERTY OWNER (please print)

Name: Amy Brandenburg- Colorado Parks & Wildlife (See CS-U/CPW Lease Agreement)

Mailing Address: 4255 Sinton Rd, Colorado Springs, CO 80907

Phone: Office: ______ Home: 719.726.0508

Fax: ______ Email: amy.brandenburg@state.co.us

☒ **WRITTEN, NOTARIZED, AUTHORIZATION AND CONSENT FROM ALL PROPERTY OWNERS FOR AUTHORIZED AGENT TO ACT ON THEIR BEHALF**

NOTE: ALL CORRESPONDENCE REGARDING THIS APPLICATION WILL BE ADDRESSED TO THE AUTHORIZED AGENT/REPRESENTATIVE UNLESS OTHERWISE REQUESTED.

SURVEYOR (please print)

Name: ______

Mailing Address: ______

Phone: Office: ______ Home: ______

Fax: ______ Email ______

ENGINEER (please print)

Name: Shaun Gordon, PLA

Mailing Address: 4255 Sinton Rd, Colorado Springs, CO 80907

Phone: Office: 719.439.5128 Home: ______

Fax: ______ Email: shaun.gordon@state.co.us

PROPERTY INFORMATION

Legal Description of Property:

☐ If Subdivision, name: ______

Lot ______ Block ______ Filing ______ Tract ______

☐ If Metes and Bounds: Section ______ Township ______ Range ______ OR Attach a legal description and survey depicting the property boundary.

☐ If Mining Claim(s), include name(s) and Mineral Survey Number(s): ______

Street Address: See additional information below

Assessor's Tax Parcel Identification No(s) (PID): 10091.74030060

NOTE: IF LESS THAN THE ENTIRE PROPERTY IS THE SUBJECT OF THIS APPLICATION, ALSO ATTACH A LEGAL DESCRIPTION OF THAT PORTION AFFECTED.

Total Acreage of Property: 143.849

Total Affected Acreage: 143.849

Zoning of property: A-1

Zoning and Land Use of surrounding properties: A-1

Current Land Use: State Wildlife Area

Access: Gold Camp Road

Source of Water (if in a District, provide name): ____

Source of Waste Water Disposal (if in a District, provide name): ____

Name of Fire Protection District: Teller County

Name of Electric Provider: N/A

Name of Gas Provider: N/A

Date Parcel(s) Created (for Unplatted Boundary Adjustment Special Exemption Plat): ____

WRITTEN NARRATIVE/DESCRIPTION OF PROJECT

(attach additional information as necessary or use page 4)

Construction of new campground with 40 campsites, and day use recreation area. Work to be completed within the next year includes removing/Modifying the gate off of Gold Camp Road and widening the existing northern access road to 24 feet plus shoulders for two-way traffic; rerouting a segment of the existing northern access road around the private inholding; constructing a day-use parking area and access to an overlook as well as down to the waters edge for an armored bank area and walkway for hand launched water vessels; construction of 3 campground loops that will have up to 35 vehicle/camper use pads and 5 walk-in tent use pads, each campsite will have a covered picnic table and fire pit with cooking grates; construction of 4 double vault restrooms w/ Accessible parking spaces; gates to restrict access beyond the camping areas along Beaver Creek Road.

PROPOSED ZONING (for Zone Change only): ____

I HEREBY CERTIFY THAT THE FOREGOING REPRESENTATIONS AND ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

1. Travas Deal, CEO, Colorado Springs Utilities (Printed Name) — 7/20/2026 (Date)
   (Signature)

2. Shaun Gordon, PLA, SE Region Capital Construction Supervisor, CPW (Printed Name) — 07/17/2026 (Date)
   Digitally signed by Shaun Gordon
   Date: 2026.07.17 17:40:53 -06'00'
   (Signature)

3. Frank McGee- Southeast Region Manager, CPW (Printed Name) — (Date)
   Frank McGee
   Digitally signed by Frank McGee
   Date: 2026.07.17 23:09:34 -06'00'
   (Signature)

4. Amy Brandenburg, Park Manager VI, Pikes Peak Recreation Area, CPW (Printed Name) — (Date)
   Amy Brandenburg
   Digitally signed by Amy Brandenburg
   Date: 2026.07.18 15:54:58 -06'00'
   (Signature)

NOTE: SIGNATURES OF ALL PROPERTY OWNERS, AND THE AUTHORIZED APPLICANT, REPRESENTATIVE AND/OR AGENT IS REQUIRED

(use space over as needed)

OTHER INFORMATION

(attach additional sheets as necessary)

Attachments include:
-Colorado Springs Utilities and Colorado Parks & Wildlife Lease Agreement
-Rosemont Reservoir, Pikes Peak Recreation Area, Site Improvement Plan Map
-Colorado Springs Utilities Rosemont Reservoir Deed
-Mineral Interest Form (pending from CS-U)
-Survey (pending from CS-U)

Legal Description: W SW Section 13; SE SE Section 14; NE NE Section 23 and NWNW Section 24 ereent 15 08 aeres previd Section 24, except 15.08 acres previously conveyed. SE NE Section 23 and SWNW of Section 24. The E SE of Section 23. The WNW SW SW Section 24, the SS NWSEN SW SENS SWSE Section 23; the S SE NE SW, NE SE SW N SE SE SW Section 23, and mineral survey claimsn nos. 11594 and 14628 in Sections 13, 14 and 24, all in Township 15 South, Range 68 West of the 6th P. M., Teller County, Colorado.

FEE RECEIPT (official use only)

Received By: ____________________ Date: __________

Amount Received: $ __________ Check #: __________ Receipt #: __________

Teller County Location And Extent Questions 8.4D

Applicant: Colorado Parks & Wildlife
Land Owner: Colorado Springs Utilities
Prepared By: Amy Brandenburg, Park Manager, Pikes Peak Recreation Area

1. Consistent with Master Plans

The proposed development aligns with the goals, objectives, and policies of applicable plans by promoting responsible outdoor recreation and natural resource stewardship. Developed through a cooperative Lease Agreement between Colorado Springs Utilities (CSU) and Colorado Parks & Wildlife (CPW), the project supports managed public access while safeguarding local water resources and wildlife habitat. As the inaugural site for the broader Pikes Peak Recreation Area agreement, a collaborative opportunity involving nine land managers, the project serves the public health, safety, and welfare of Teller County residents and visitors by channeling recreational pressure into structured, managed facilities rather than unmanaged dispersed use.

2. Compatibility With Surrounding Land Uses

The project is highly compatible with the mountain and outdoor recreation character of the surrounding Gold Camp Road corridor and the Pikes Peak Massif. By limiting overnight capacity to approximately 35 non-electric, no-water campsites operating on a reservation-only basis, the design prevents overcrowding and preserves the natural landscape. The inclusion of low-impact amenities, such as vault toilets, day-use parking, a picnic shelter, and a hand-launch boat ramp, centers recreation in one exclusive area.

3. Is Properly Planned

The project has been comprehensively planned by Colorado Parks & Wildlife Project Engineers to satisfy all applicable Site Design and Critical Area Standards. Infrastructure is designed for sustainability and minimal environmental impact:

- **Access & Traffic:** Structured access points and defined day-use parking areas prevent off-road parking and traffic congestion along Gold Camp Road.
- **Sanitation:** Non-water-dependent vault toilets provide safe, self-contained wastewater management that protects water quality in Rosemont Reservoir. We also have regulations that prevent human-water contact (No Swimming) and will not allow pets in the reservoir.
- **Utilities:** Campsites are intentionally non-electric and dry, minimizing infrastructure footprint and utility demands while maintaining the natural terrain.

- **Management:** Active oversight by CPW ensures routine maintenance, visitor compliance, and resource protection. CPW officers are POST-commissioned Peace Officers in the State of Colorado and will enforce applicable laws.

4. Advantages Outweigh Disadvantages

The advantages of the proposal significantly outweigh any minor impacts:

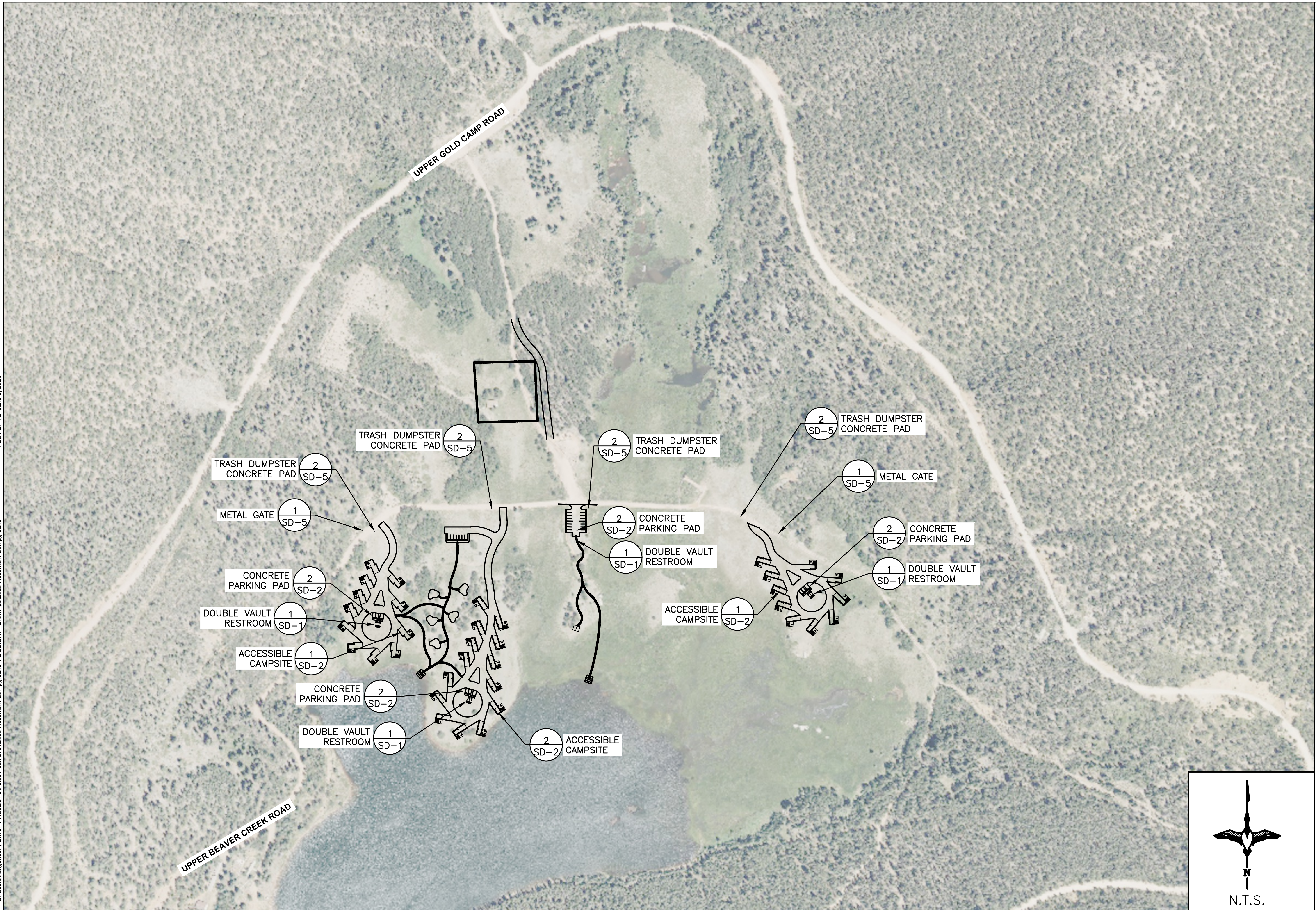
- **Advantages:** Establishes managed camping options where none previously existed on Gold Camp Road; reduces illegal dispersed camping, wildfire risks, and trash dumping; provides structured access to water-based hand-launch recreation; and creates a model for multi-agency cooperation under the Pikes Peak Recreation Area initiative.
- **Disadvantages & Mitigation:** Potential increases in localized recreational traffic and human activity are directly mitigated by CPW management, a reservation-only system, vault toilet facilities, and designated parking areas.

5. Demonstrated Need

There is a well-documented public demand for structured, high-quality outdoor recreation along the Gold Camp Road corridor and the greater Pikes Peak Region. Historically, high recreational demand in this area has led to unmanaged dispersed camping and associated land degradation. This project fulfills a critical community need by offering formal, reservation-backed camping and day-use amenities, ensuring the public can safely enjoy the inaugural site of the Pikes Peak Recreation Area while protecting the landscape for future generations.

PLOT DATE: June 9, 2026

C:\Users\keltgenc\My Drive_PROJECTS\Pikes Peak SRA\2026 Rosemont Campground\1-DESIGN\7- Drawings\2026 Rosemont Campground



PIKES PEAK STATE RECREATION AREA
@ CPW SE REGION OFFICE
4255 SINTON RD
COLORADO SPRINGS, CO 80907

COLORADO PARKS & WILDLIFE

REVISIONS:	DATE	BY

DESIGNER:	CAK	04/26
DRAFTER:	CAK	04/26
CHECKED BY:		
APPROVED:		
APPROVED:		
CHIEF ENGR.:		

DATE	
PROJECT NO.	C26-PP1
SHEET NO.	2
OF 7	

ROSEMONT RES. CAMPGROUND

SITE PLAN

SP-1

Filed for record the 4th day of May, A. D. 19 73 at 1:45 o'clock P. M.

No. 221754 DRAWER 9 CARD 1818 W. L. Johnston RECORDER

KNOW ALL MEN BY THESE PRESENTS, That THE BROADMOOR HOTEL WATER AND POWER COMPANY, a Corporation - - - -

whose address is

County of El Paso and State of Colorado for the consideration of Ten Dollars and other valuable considerations - - - DOLLARS, in hand paid, hereby sell(s) and convey(s) to

THE CITY OF COLORADO SPRINGS, a Municipal Corporation

whose address is Colorado Springs

County of El Paso and State of Colorado, the following real property in the County of Teller and State of Colorado, to-wit:

SW$\frac{1}{4}$ SW$\frac{1}{4}$ Section 13; SE$\frac{1}{4}$ SE$\frac{1}{4}$ Section 14; NE$\frac{1}{4}$ NE$\frac{1}{4}$ Section 23 and NW$\frac{1}{4}$ NW$\frac{1}{4}$ Section 24, except 15.08 acres previously conveyed. SE$\frac{1}{4}$ NE$\frac{1}{4}$ Section 23 and SW$\frac{1}{4}$ NW$\frac{1}{4}$ of Section 24. The E$\frac{1}{2}$ SE$\frac{1}{4}$ of Section 23. The W$\frac{1}{2}$ NW$\frac{1}{4}$ SW$\frac{1}{4}$ SW$\frac{1}{4}$ Section 24; the S$\frac{1}{2}$ S$\frac{1}{2}$ NW$\frac{1}{4}$ SE$\frac{1}{4}$, N$\frac{1}{2}$ SW$\frac{1}{4}$ SE$\frac{1}{4}$, N$\frac{1}{2}$ S$\frac{1}{2}$ SW$\frac{1}{4}$ SE$\frac{1}{4}$ Section 23; the S$\frac{1}{2}$ SE$\frac{1}{4}$ NE$\frac{1}{4}$ SW$\frac{1}{4}$; NE$\frac{1}{4}$ SE$\frac{1}{4}$ SW$\frac{1}{4}$; N$\frac{1}{2}$ SE$\frac{1}{4}$ SE$\frac{1}{4}$ SW$\frac{1}{4}$ Section 23, and mineral survey claims nos. 11594 and 14628 in Sections 13, 14 and 24, all in Township 15 South, Range 68 West of the 6th P. M., Teller County, Colorado.

STATE DOCUMENTARY FEE
Date 5-4-73
$ No Fee

with all its appurtenances and warrant(s) the title to the same, subject to:

Signed this 27th day of April, 19 73.

ATTEST: THE BROADMOOR HOTEL WATER AND POWER COMPANY

R J Montgomery
Secretary

By: Russell T. Tutt
President

STATE OF COLORADO,
County of El Paso } ss.

The foregoing instrument was acknowledged before me this 27th day of ~~May~~ April, 19 73,

by* Russell T. Tutt, President and R. J. Montgomery Secretary of The BroAdmoor Hotel Water and Power Company

Witness my hand and official seal.
My commission expires April 21, 1976

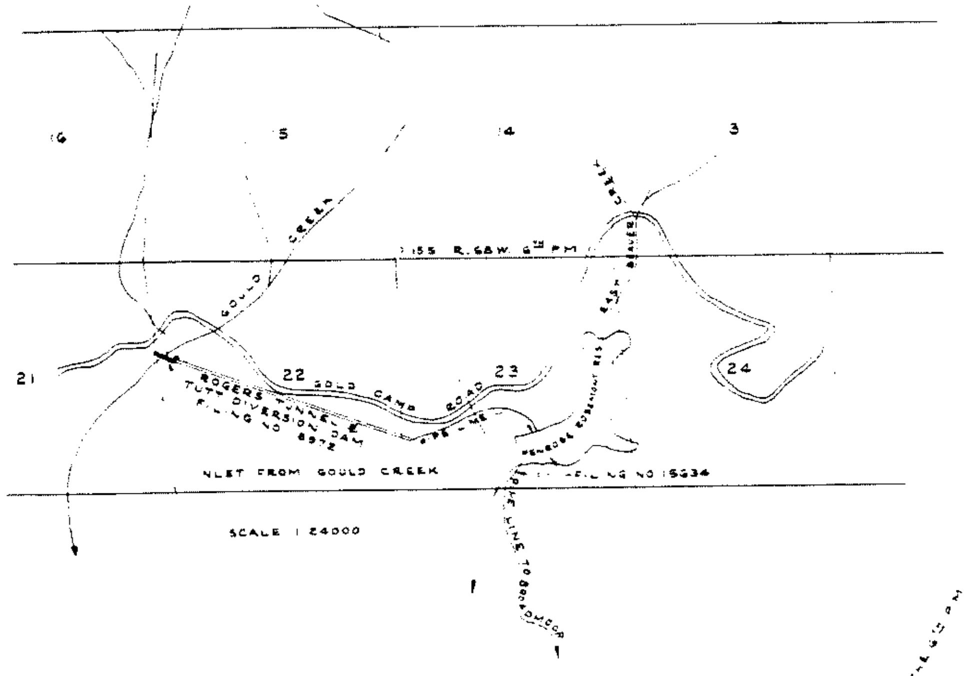
Shirley Bigler
Notary Public.

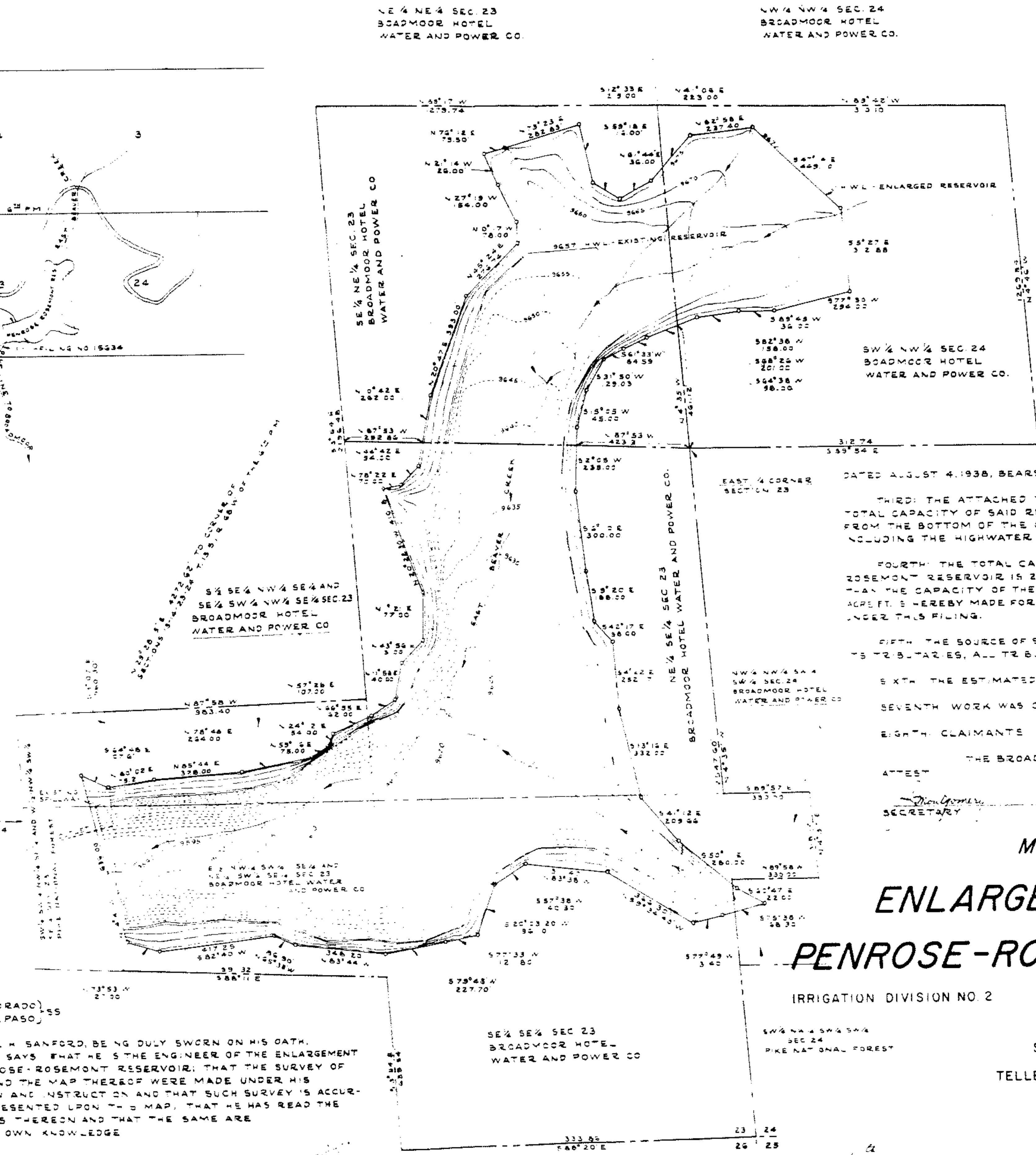
*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

NO STATE DOCUMENTARY FEE
CRB

500-AP Rev. WARRANTY DEED Statutory Form—Out West Commercial and County Printers, Inc., Colorado Springs, Colorado

4698





KNOW ALL MEN BY THESE PRESENTS:- THAT THE UNDERSIGNED, THE BROADMOOR HOTEL WATER AND POWER COMPANY, A CORPORATION EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF COLORADO, CLAIMANT, WHOSE POST OFFICE ADDRESS IS COLORADO SPRINGS, COLORADO, HAS CAUSED TO BE LOCATED THE ENLARGEMENT OF THE PENROSE-ROSEMONT RESERVOIR AS HEREINAFTER MENTIONED, HAS MADE THESE SEVERAL STATEMENTS RELATIVE THERETO, AND FILED THE SAME IN COMPLIANCE WITH THE LAWS OF THE STATE OF COLORADO; THAT ON THE 27TH DAY OF OCTOBER, 1930, SAID CLAIMANT HAD FILED IN THE OFFICE OF THE STATE ENGINEER, A PRELIMINARY MAP AND STATEMENT OF THE EXISTING PENROSE-ROSEMONT RESERVOIR AND GIVEN FILING NUMBER 15350, AND ON THE 6TH DAY OF OCTOBER, 1932, HAD FILED AN AMENDED MAP AND STATEMENT AND GIVEN FILING NUMBER 15634. THE ACCOMPANYING MAP SHOWS THE LOCATION OF SAID ENLARGEMENT AND FORMS A PART OF THIS FILING.

FIRST: MAXIMUM HEIGHT OF DAM FROM BED ROCK IS 110 FEET, WHICH IS 20 FEET HIGHER THAN THE EXISTING DAM.

SECOND: THE INITIAL POINT OF SURVEY OF THE HIGHWATER LINE OF THE RESERVOIR IS LOCATED AT A POINT, WHENCE THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS PER U.S. GOVERNMENT SURVEY DATED AUGUST 4, 1938, BEARS N 29°28'15"E 4272.62 FEET

THIRD: THE ATTACHED TABLE GIVES THE AREA IN SQUARE FEET AND THE TOTAL CAPACITY OF SAID RESERVOIR IN ACRE FEET FOR EACH FOOT IN DEPTH, FROM THE BOTTOM OF THE OUTLET TUBE AT THE UPPER END THEREOF, UP TO AND INCLUDING THE HIGHWATER LINE.

FOURTH: THE TOTAL CAPACITY OF THE SAID ENLARGEMED PENROSE-ROSEMONT RESERVOIR IS 2427.71 ACRE FEET, WHICH IS 1198.70 ACRE FEET MORE THAN THE CAPACITY OF THE EXISTING RESERVOIR AS FILED; CLAIM FOR THE 1198.70 ACRE FT. IS HEREBY MADE FOR DOMESTIC IRRIGATION, STORAGE AND OTHER PURPOSES UNDER THIS FILING.

FIFTH: THE SOURCE OF SUPPLY OF SAID RESERVOIR IS EAST BEAVER CREEK AND ITS TRIBUTARIES, ALL TRIBUTARIES TO THE ARKANSAS RIVER

SIXTH: THE ESTIMATED COST IS $350,000

SEVENTH: WORK WAS COMMENCED BY SURVEY ON THE FIRST DAY OF OCTOBER, 1960.

EIGHTH: CLAIMANTS SIGNATURE.

THE BROADMOOR HOTEL WATER AND POWER COMPANY

ATTEST

Montgomery
SECRETARY

BY R. T. Nutt
PRESIDENT

CAPACITY TABLE

NOTE:- FROM 0 TO 62 FEET IN DEPTH IS AS SHOWN ON FILING NO 15634

DEPTH IN FEET FROM BOTTOM OF OUTLET	AREA IN SQUARE FEET	TOTAL CAPACITY ACRE FEET	DEPTH IN FEET FROM BOTTOM OF OUTLET	AREA IN SQUARE FEET	TOTAL CAPACITY ACRE FEET
0	46,500	0.0	42	1,269,480	465.68
1	54,330	.5	43	1,310,220	495.29
2	62,160	3.03	44	1,350,960	524.90
3	69,990	4.55	45	1,391,700	554.51
4	77,820	6.07	46	1,431,420	588.74
5	85,650	7.68	47	1,471,140	622.97
6	95,730	10.13	48	1,510,860	657.19
7	105,810	12.67	49	1,550,580	691.19
8	115,890	15.22	50	1,590,300	725.65
9	125,970	17.76	51	1,630,140	764.46
10	136,050	20.31	52	1,669,980	803.22
11	150,240	24.24	53	1,709,820	842.04
12	164,430	28.16	54	1,749,660	880.83
13	178,620	32.12	55	1,789,500	919.63
14	192,810	36.06	56	1,828,440	962.94
15	207,000	40.00	57	1,867,380	1006.26
16	232,110	46.19	58	1,906,320	1049.58
17	257,220	52.38	59	1,945,260	1092.89
18	282,330	58.58	60	1,984,200	1136.25
19	307,440	64.77	61	2,021,209	1182.19
20	332,550	70.96	62	2,058,218	1229.01
21	363,360	80.36	63	2,121,667	1276.99
22	394,170	89.77	64	2,185,116	1326.42
23	424,980	99.17	65	2,248,567	1377.32
24	455,790	108.57	66	2,291,866	1429.43
25	486,600	117.97	67	2,335,165	1482.54
26	527,010	131.46	68	2,378,464	1536.65
27	567,420	144.96	69	2,421,763	1591.75
28	607,830	158.44	70	2,465,060	1647.84
29	648,240	171.93	71	2,524,476	1705.11
30	688,680	185.42	72	2,583,892	1763.75
31	748,380	204.66	73	2,643,308	1823.75
32	808,110	223.89	74	2,702,724	1885.11
33	867,840	241.14	75	2,762,140	1947.84
34	927,570	262.37	76	2,827,480	2012.00
35	987,300	281.61	77	2,892,820	2077.66
36	1,027,440	306.58	78	2,958,160	2144.82
37	1,067,580	331.55	79	3,023,500	2213.48
38	1,107,720	356.52	80	3,088,840	2283.64
39	1,147,860	381.49	81	3,137,935	2358.11
40	1,188,000	406.45	82	3,187,030	2427.71
41	1,228,740	436.07			

ELEVATION OF BOTTOM OF OUTLET TUBE 9595

H.W.L. EXISTING H.W.L. EL 9657

H.W.L. FOR ENLARGED RESERVOIR EL 9677

STATE OF COLORADO }
COUNTY OF EL PASO } SS

JASPER H. SANFORD, BEING DULY SWORN ON HIS OATH, DEPOSES AND SAYS THAT HE IS THE ENGINEER OF THE ENLARGEMENT OF THE PENROSE-ROSEMONT RESERVOIR; THAT THE SURVEY OF THE SAME AND THE MAP THEREOF WERE MADE UNDER HIS SUPERVISION AND INSTRUCTION AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED UPON THIS MAP, THAT HE HAS READ THE STATEMENTS THEREON AND THAT THE SAME ARE TRUE OF HIS OWN KNOWLEDGE

Jasper H. Sanford
JASPER H. SANFORD
REGISTERED PROFESSIONAL
ENGINEER NO 1300

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16th DAY OF October A.D. 1961
MY COMMISSION EXPIRES November 16
NOTARY PUBLIC

MAP OF THE
ENLARGEMENT OF THE PENROSE-ROSEMONT RESERVOIR

IRRIGATION DIVISION NO. 2

WATER DISTRICT NO. 12

SCALE 1" = 200'

SEPTEMBER 1961

TELLER COUNTY, COLORADO

ACCEPTED FOR FILING IN THE OFFICE OF THE STATE ENGINEER OF COLORADO ON THE 20TH DAY OF OCTOBER, 1961

J. E. WHITTEN
STATE ENGINEER

BY
DEPUTY

15634A

ROSEMONT RESERVOIR
LEASE AGREEMENT

This Lease Agreement ("Agreement") is granted this 28th day of May, 2026 to the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife commission (the "State" or "CPW") by the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation (the "City") on behalf of its enterprise, Colorado Springs Utilities ("Utilities"), whose address is Attn: Real Estate Services, P.O. Box 1575, Mail Code 525, Colorado Springs, Colorado 80901-1575. (Both State and Utilities are hereinafter collectively referred to as "Parties"). Note: CPW is a "successor" State Agency to Division of Wildlife due to a merger with Division of Parks and Outdoor Recreation effective July 1, 2012.

Recitals

WHEREAS, the City is the owner, and Utilities is the Controlling Department (as defined by the City's Real Estate Manual) of the real property commonly known as the Rosemont Reservoir State Wildlife Area, which is more particularly depicted on **Exhibit A**, attached hereto, (the "Lease Area"); and

WHEREAS, Utilities is the owner of adjudicated rights for the direct flow and storage of water for domestic consumption in the reservoir ("Rosemont Reservoir" or the "Reservoir") located upon the Lease Area; and

WHEREAS, the State has historically leased the Lease Area from Utilities for the purposes of managing the Reservoir's fishery and wildlife on the Lease Area, allowing public fishing and wildlife viewing, and conducting wildlife habitat management and improvement activities by way of a certain Rosemont Lease Agreement ("Original Lease") dated January 11, 2007, which expired on December 31, 2016; and

WHEREAS, on January 1, 2017, the Parties entered into the Lease Amendment ("First Amendment"), which extended the term of the Original Lease for five (5) years and expired on December 31, 2021; and

WHEREAS, on January 1, 2022, the Parties entered into the Lease Amendment #2 ("Second Amendment"), which extended the term of the Original Lease for ten (10) years with an expiration date of December 31, 2032. In addition, the Second Amendment modified the Original Lease and the First Amendment to allow Utilities to review and approve any commercial applications for the Lease Area and to allow the State to review and approve any proposed special event that may impact the State's use of the Lease Area and a state wildlife area; and

WHEREAS, the Original Lease, the First Amendment, and the Second Amendment shall be referred to herein as the "Lease Agreement"; and

WHEREAS, by Resolution No. 05-26, City Council authorized public recreational uses of the Lease Area including Rosemont Reservoir, to include uses such as camping, contained campfires, picnicking, non-motorized watercraft, and other similar or related public recreational uses; and

WHEREAS, Utilities would like to expand the authorized public recreational uses of the Lease Area and Reservoir to include uses such as camping, contained campfires, picnicking, use of non-motorized watercraft, and other similar or related public recreational uses, subject to proper development, management, and implementation of best management practices by the State, consistent with the maintenance of proper health, safety, fire protection, forest sustainability, and conservation standards with respect to the recreational uses of the Lease Area and Reservoir; and

WHEREAS, the Parties wish to enter into this Agreement that includes recreational uses of the Lease Area and Reservoir, which will completely amend, supersede and replace the Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenant set forth herein, the Parties agree as follows:

Terms and Conditions

1. Granting of Agreement. Utilities hereby grants to the State a non-exclusive lease, which completely amends, supersedes, and replaces the Lease Agreement, subject to the terms and conditions of this Agreement and in accordance with the laws of the State of Colorado, the Colorado Springs City Charter and the Colorado Springs City Code. As part of this grant, the State is granted the right to enter, occupy and use the Lease Area for management of the fishery, wildlife habitat management and improvement activities, managing public fishing and wildlife viewing, and the public recreational activities described herein through, over and across the Lease Area.

2. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of twenty-five (25) years (the "Term"), unless earlier terminated in accordance with the provisions of this Agreement.

3. Consideration. In lieu of rent, the State shall invest in the Lease Area as described in this Agreement. The Parties agree that the amount of the State's investment is not easily quantifiable and will exceed the fair market rental value of the Property over the Term of this Agreement. In addition, the State at its sole expense shall provide Utilities security and safety improvements for Utilities' infrastructure located in the Reservoir and on the Lease Area, as depicted in **Exhibit B**.

4. Rights Retained by Utilities.

4.1 General. Utilities reserves all easements, leases, and rights of way that exist on the Lease Area whether or not recorded in the records of the Clerk and Recorder of Teller County, Colorado, except as otherwise provided expressly in this Lease or in any other written agreement executed by the Parties.

4.2 Mineral Rights. Utilities reserves title to all oil, gas, coal and other minerals now or hereafter owned by Utilities and located on the Lease Area. Utilities reserves the right to prospect and carry on development for oil, gas, coal and other minerals and the right to issue leases or permits to prospect for oil, gas, coal or other minerals on the Lease Area. Utilities will consult with the State prior to issuance of any such lease or permit to ensure consideration is given to any adverse effects such lease or permit may have on the State's Lease of the Lease Area. The State shall not have the right to remove or mine gravel from the Lease Area for use on the Lease Area or at any other location without the prior consent of Utilities.

4.3 Water Rights. Utilities reserves all water rights appurtenant to or associated with the Reservoir and the Lease Area, including all rights to all diversion structures, water wells and water contained in the Reservoir, irrigation and conveyance ditches and pipelines located on the Lease Area. This

Agreement does not transfer or convey to the State any ownership interest in the water provided or water rights owned by Utilities, which right or title shall at all times remain with Utilities. Utilities reserves the right to use the Reservoir for the storage and delivery of water for domestic consumption purposes and does not guarantee any level of water. It is therefore understood and agreed that Utilities shall have authority to drain the Reservoir or substantially change the level of the water. The draining of the Reservoir for repairs is in Utilities' sole discretion. Utilities further reserves the right to make releases from the Reservoir at its desire and discretion. Whenever reasonably possible, Utilities will give the State written notice as provided in Paragraph 22 at least thirty (30) days prior to draining the Reservoir or substantially changing the level of the water in the Reservoir so that salvage of game fish can be accomplished. If such notice cannot be given, Utilities will nonetheless give such notice as may be practicable and as early as possible. In the event Utilities drains the Reservoir or substantially changes the level of the water in the Reservoir, the State may terminate this Agreement and be entitled to rights upon termination as set forth in Paragraph 15 below.

4.4 Right of Ingress and Egress. Utilities reserves all right for ingress and egress to the Lease Area for Utilities' officers, directors, employees, agents and representatives for the purpose of carrying on the operations of Utilities including without limitation, the operation and maintenance of the Reservoir, electric generation, transmission and distribution facilities, natural gas transmission and distribution facilities, water wells, water storage, transportation, and treatment, transmission and distribution facilities, irrigated lands, and improvements not made a part of this Agreement. Utilities' right of entry includes access for Utilities' contractors, their employees, agents and third parties acting with permission of Utilities.

4.5 Reserved Property. Utilities reserves the right, upon ninety (90) days' advance written notice to the State, to exclude from this Agreement any portion of the Lease Area listed in a)-f) in this section and identified on **Exhibit C** (the "Reserved Property") which Utilities intends to use for utilities-related or other Utilities' purposes. Utilities will consult with the State prior to declaring such Reserved Property to ensure consideration is given to any adverse effects such Reserved Property may have on the State's use of the Property pursuant to this Lease. Such Reserved Property will be fenced in accordance with the requirements outlined on **Exhibit B**, at the State's expense, from the remainder of the Lease Area at Utilities' discretion. Utilities shall modify **Exhibit C** to this Agreement to identify the Reserved Property. The following areas constitute Reserved Property, as identified on Exhibit C, and will be closed to the public and posted as such by the State:

a) The Dam area.
b) Vicinity of caretaker's house except as permitted for fishing along the water's edge near the caretaker's house.
c) Private property located on the north side of the Reservoir.
d) Private property located inside of the Reservoir property.
e) Cultural and heritage sites located in the Lease Area.
f) Flumes, weirs, and the water inlet/outfall.

4.6 Materials Extraction. Utilities reserves the right to extract and remove from the Property all material necessary for the construction, operation and maintenance of the Lease Area or for Utilities' uses, so long as such extraction does not unreasonably, substantially or materially interfere with the State's use of the Lease Area under this Agreement. The State may not mine or re-use any materials in the Lease Area for purposes of upgrading, grading, or improving the site.

5. State's Use of Reservoir and Lease Area.

5.1 Annual Land Management Plan. For each year of the term of this Agreement, the State and Utilities will work together to develop an approved Annual Land Management Operating Plan (the "Annual Plan") for the Lease Area. Each year thereafter by February 15th, the State shall provide an Annual Plan to Utilities for review and approval to occur by April 15th. The Parties may mutually agree to extend the time between review and approval of an Annual Plan as appropriate. Each Annual Plan will include the content listed in **Exhibit D**. The State will meet with Utilities' staff during the first quarter of each year to review and coordinate activities, such as construction, maintenance operations and other State activities for the year. Other meetings shall be held as necessary to address elements in the applicable Annual Plan or at the request of either Party if issues or opportunities arise throughout the year.

5.2 Wildlife Management. The State shall be responsible for developing, evaluating, operating and maintaining the Property to promote the habitability of the Lease Area for wildlife, consistent with the State's obligation of maintaining public access to the Lease Area. The State shall perform its wildlife management obligations under this Agreement in a skilled and professional manner using standard wildlife management industry practices. In the event that wildlife control is necessary, the State shall coordinate with Utilities.

5.3 Public Access Management. The State shall be responsible for developing, evaluating, operating and maintaining the Lease Area to facilitate public access to the Lease Area, including developing and maintaining trails, providing interpretive signage, enforcing rules for public use of the Lease Area, disposal of waste and maintaining parking areas. The State shall perform its management obligations in a skilled and professional manner using customary industry practices.

5.4 Ingress and Egress. The State and its agents, contractors and representatives shall have and exercise the right of reasonable ingress and egress in, to, through, over, under, and across property owned by Utilities as necessary to perform its rights and obligations herein. Except in emergencies, the State shall give Utilities reasonable advance notice prior to exercising its rights of ingress and egress. To the maximum practicable extent, the State shall use existing gates, roads, trails and facilities to avoid disruption of Utilities' operations. The State shall maintain two areas of ingress and egress for public use at the Lease Area. At least two locations must be identified and maintained for evacuation of recreators in the event of an emergency. These sites must be determined and maintained by the State and developed under the approval and authority of the local authority having jurisdiction (AHJ), Utilities, and applicable fire officials.

5.5 Prohibited Activities on the Lease Area. The State agrees that the following will not be permitted by the public on the Lease Area: motorized boating, ice fishing, and water contact activities including but not limited to, wading and swimming. Dogs are allowed on the Property on leash but are prohibited from entering the Reservoir. The use of off-road vehicles (UTV, ATV, or OHVs) of any kind is not permitted on the Lease Area. Only licensed motor vehicles are allowed to operate on the Lease Area and the public's use of such vehicles will be limited to designated drives. The storage of materials, unlicensed vehicles, or hazardous chemicals of any kind on the Lease Area is prohibited. All fires are to be contained within the approved fire pits and conform to the current and active fire management practices, protocols, or restrictions enacted by the local AHJ. There will be no open burning of trash, debris, or rubbish at any time. No firewood or fuel for campfires shall be harvested from the Lease Area at any time.

5.5.1 The State is permitted to utilize motorized boats in the event of an emergency, search and drescue operations, and recovery efforts. Any other uses of motorized boats on the Lease Area by the State must be approved by Utilities in advance and may be approved as part of the Annual Land Management Plan contemplated by section 5.1. The State may utilize off-road vehicles for its own purposes, maintenance, and operations of the Lease Area consistent with any specific requirements of the Annual Land Management Plan.

5.5.2 Hunting is prohibited on the Lease Area. The Parties understand that game injured elsewhere may enter the Lease Area and the hunter may be required to retrieve the game from the Lease Area. The State shall manage the Lease Area in a manner consistent with other State parks where hunting is prohibited. The State and Utilities will develop a plan to address where and how game, including fish and wildlife, may be processed on the Lease Area if necessary for hunters and anglers to satisfy regulatory requirements while protecting the quality of the Reservoir and safety of the public through the Annual Land Management Plan.

5.6 Fishery. The State shall have the sole and exclusive authority to manage fish populations in the Reservoir and in such manner as the State may deem proper to insure the maximum possible degree of recreational fishing consistent with sound fisheries management practices and budgetary limitations, including complete regulation by the State as to seasons, fishing hours, bag and possession limits, etc. The State shall be responsible for developing and maintaining a fishery upon the Lease Area if, and as funds become available to the State and upon written approval by Utilities of all such plans, which approval shall not be unreasonably upheld. The State shall further have the right to remove fish from the Reservoir upon notice of termination of this Agreement as set forth in Paragraph 15 below. The Parties shall provide advance notice of any chemical treatments to be applied to the Reservoir for any reason to protect the Parties' respective interests in the fishery and Reservoir. To the extent possible, the Parties will agree to and approve each other's treatment plans. Where the Parties cannot agree, Utilities has paramount authority to protect the water supply of the Reservoir. However, nothing in this section waives any State authority under law to address unlawful take of fish or wildlife.

5.7 Facilities and Improvements.

5.7.1 The State shall, at its sole expense, perform all work and provide all materials necessary to install, upgrade, repair, operate and maintain all improvements identified in **Exhibit D** ("Improvement(s)"). Utilities shall not be obligated to reimburse the State for any sums of money expended in making Improvements or repairs on the Reservoir or the Lease Area.

5.7.2 The State shall, at its sole expense, install, upgrade, repair, operate and maintain sanitary facilities upon the Lease Area in such a manner as to ensure that the water in the Reservoir is not contaminated. All sanitary facilities will meet the requirements of the respective health departments having jurisdiction and the United States Forest Service ("USFS").

5.7.3 The State shall install, upgrade, repair, operate and maintain parking lots in the Lease Area as deemed necessary by the State and in accordance with minimum parking requirements and will provide litter barrels and trash cleanup as deemed necessary by the State and Utilities or required by state or local governmental entities having jurisdiction.

5.7.4 The State may construct additional improvements on the Lease Area for the purposes of its use of the Lease Area pursuant to this Agreement, subject to Utilities' prior written approval of all plans and specifications. Upon completion of any new Improvement, the State will modify **Exhibit D** to identify the new Improvement.

5.7.5 All removable Improvements constructed at the State's expense shall remain the property of the State; provided, however, at Utilities' discretion, the State shall remove or cause to be removed its Improvements at its sole cost and expense within ninety (90) days following the termination of this Agreement and shall restore the Lease Area to its original condition. If the State's Improvements are not removed within the 90-day period, Utilities may remove the Improvements and charge the State for the costs of removal or, alternatively, the ownership of the Improvements shall transfer to Utilities.

5.7.6 The State will be required to obtain all land use approvals and other required permits necessary to allow the Lease Area to be used for the purposes authorized under this Agreement and to authorize the construction of Improvements, fencing and signage. Utilities will reasonably cooperate with the State in its efforts to obtain such approvals and permits.

5.8 Funding and Support. Except for those obligations for which Utilities has agreed to accept responsibility pursuant to this Agreement or in an Annual Plan, the State shall be solely responsible for funding any and all of its activities in the Lease Area.

5.9 Fencing, Gates, and Signage. Any enhancements to existing fencing, gates, signs or installation of new fencing, gates, or signs must be approved by Utilities in advance of performing work. All signage language will be supplied to Utilities for review a minimum of fourteen (14) days prior to installation. Utilities will review the signage language and either approve or disapprove of the signage language within five (5) days of receipt. The State will supply, install, and maintain signs determined by the State to be necessary to inform the public what public uses of the Lease Area are permitted, and any restrictions to those uses. Utilities has the right to deny the installation of any sign that is contrary to the terms of this Agreement.

5.10 Enforcement of Laws; Security. The State shall take all reasonable precautions and assist in the prevention, control, and suppression of fires on the Lease Area and shall make and enforce such laws, rules, and regulations as it deems necessary to protect the health and safety of persons using the Lease Area and for the preservation of law and order in the interest of public safety. The State will patrol the Lease Area for compliance with the terms of this Agreement and applicable statutes and regulations at times as determined by the State.

5.11 Employee Identification. The State agrees that its employees and representatives, when in the Lease Area in the course and scope of their employment, shall have identification available to indicate their business purpose for being in the Lease Area.

5.12 No Other Use. The State shall not use the Lease Area for any other purpose than as defined in this Agreement and the State shall take all reasonable precautions consistent with its statutory duties not to engage or allow third parties to engage in activities on the Reservoir or the Lease Area that will interfere with the safety, protection and operation of Utilities' operations on the Reservoir or the Lease Area.

6. Safety and Security. The State shall conduct its operations in a safe and prudent manner and in compliance with all applicable federal, state, and municipal laws and regulations. The State acknowledges and agrees that Utilities may establish reasonable rules and regulations governing access, ingress and egress in order to preserve security of any of Utilities' operations or facilities. The State is responsible for the physical security of the property and infrastructure security of the restricted areas. The State shall maintain the security of the fencing, gates, and Reserved Property from public access.

7. Noise, Odor, Vibrations, and Annoyances. The State shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste on the Lease Area or annoy, disturb or be offensive to others and shall take all reasonable measures, using the latest known and most practical devices and means in a manner consistent with the State's operations at other State parks, to eliminate any unusual, nauseous or objectionable smoke, gases, vapors, odors, or any vibrations tending to damage the Lease Area and to maintain a low sound level in its operations.

8. Utilities' Rights Unaffected. Utilities shall retain the right to make full use of the Lease Area, including but not limited to use of the Lease Area for any utility lines, drainage, or otherwise, except for such use as might unreasonably endanger or interfere with the rights of the State under this Agreement. Utilities will notify the State if it has determined in its discretion that it needs to exercise its rights associated with the Lease Area. Utilities agrees to consider the ability to use its adjacent property when making such determination.

9. Surface Restoration to Land/Other Damage. The State shall repair or reimburse Utilities for the reasonable cost of repair for any physical damage done by or resulting from actions, omissions or operations of the State, its employees, contractors, or representatives to the Lease Area or to any of Utilities' existing or future facilities or improvements, whether within or without the Lease Area when accessing the Lease Area by crossing other Utilities owned property. The State shall replace any damaged property or reimburse Utilities for the reasonable cost of repair or replacement of such property, including, but not limited to, physical damage to any roads, land, articles, forests, landscaping, storage tanks, utility lines (water, wastewater, gas, electric, telephone, cable, or other) and any appurtenances, whether within or without the Lease Area when accessing the Lease Area by crossing other Utilities owned property, caused or permitted by the State. The State shall promptly restore, replace, or repair the surface to the original condition as near as may be reasonably possible. The State shall not be responsible to restore, replace, or repair damage to the Lease Area caused by natural disasters or conditions not caused by the State including but not limited to wildfires, drought, and infestations.

10. Subjacent and Lateral Support. The activities of the State, its employees, contractors and representatives relating to the Lease Area, shall not impair the lateral or subjacent support of any facilities, improvements or property of Utilities. To the extent any of the Improvements, now or in the future, impair the lateral or subjacent support of any such facilities or improvements of Utilities, or otherwise compromise the integrity of such facilities or improvements, in Utilities' sole opinion, the State, shall, in a reasonable time, correct the situation to Utilities' satisfaction and as provided for in the Limitation of Liability in Paragraph 12 below, be solely responsible for any injury or damage resulting therefrom.

11. Utilities. For utilities associated with the Lease Area, the State agrees to pay for all utilities used by it, including, but not limited to, deposits, installation costs, meter deposits and all service charges. Utilities has no obligation to provide utility service to the State for the Lease Area. In the event the State requires utility service from Utilities, such service will be subject to Utilities' Tariffs and Rules and Regulations.

12. Limitation of Liability. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act, §24-10-101, et seq., C.R.S., and the risk management statutes, §24-30-1501, et seq., C.R.S., as amended. Pursuant to §33-41-101, et seq., C.R.S., as amended, Utilities may enjoy limitations on its potential liability which arise from the use of the Lease Area by members of the public for recreational purposes. The State will defend and hold the City harmless to the extent authorized by §24-30-1510(3)(e) and §33-41-103(2)(e)(II.5), C.R.S. Neither Party shall be liable to the other Party for incidental, indirect or consequential damages of any kind. The provisions of this paragraph shall survive the expiration or termination of this Agreement, with respect to occurrences during the term of the Agreement. To the extent the State enters into contracts regarding the Lease Area that include indemnity obligations on the contractors, such contractors shall also agree to indemnify Utilities to the same extent as the State and if those indemnity obligations exceed the limitation of liability in this section, this section will not limit the liability of those contractors.

13. Public Insurance. The State shall maintain the following insurance or be self-insured with limits not less than set forth below:

a) The State shall provide insurance on its inventory, equipment, and all other personal property located on the Lease Area against loss resulting from fire or other casualty at the State's sole cost. The State shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Lease, to provide such insurance through an insurance company. With respect to general liability, the State is self-insured in accordance with the provisions of the Colorado Governmental Immunity Act set forth at § 24-10-101 et seq, C.R.S. and the Colorado Risk Management Act, § 24-30-1501 et seq, C.R.S. The State agrees that Utilities shall be named as certificate holder under any policy or policies of insurance and the policy or policies shall include the severability of interest "cross over" provision.

b) The Parties understand and agree that the amount of insurance required herein shall be in accordance with the provisions of the GIA and risk management statutes. The State shall deliver policies or certificates of required coverage to Utilities.

c) If any claim for damages is filed with Utilities or the State, or if any lawsuit is instituted against Utilities or the State, Utilities or the State shall give prompt and timely notice thereof to the other party, provided that claims and lawsuits subject to such notice are only those that arise out of or are in any way connected with the State's use of the Lease Area or the State's operations or activities in the Lease Area and that in any way, directly or indirectly, contingent or otherwise, affect or might reasonably affect Utilities or the State. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or thirty (30) days following the date of service of process of a lawsuit. Accident or property damage claims in an amount less than five thousand dollars ($5,000) shall be excluded from the requirements of this Paragraph.

14. Liens. In no event shall the State allow any liens to attach against the Lease Area, for materials supplied or work performed at the request of, or for the benefit of the State, and the State shall be solely responsible for any cost or expense incurred by Utilities to release any such liens against the Lease Area and shall cooperate with Utilities in releasing any such liens.

15. Termination. This Agreement may be terminated by either Party only upon default of one of the Parties as provided in this Paragraph 15, except that Utilities may terminate this Agreement if it determines that the operation of this Agreement is having an adverse effect on water quality for drinking purposes or is resulting in damage to the Lease Area.

15.1 State's Improvements and Fishery. Upon termination of this Agreement for any reason, Utilities shall acquire all of the possessory interest as the owner of the Lease Area subject to the right of removal of any Improvements placed thereon by the State which may be removed without injury to the Lease Area. After termination Utilities shall not be obligated to offer use of the Property to the public but may reserve the exclusive use to itself. Upon termination of this Agreement for any reason, the State shall have the right to salvage any fish at a time prior to 180 days after termination and in a manner the State determines to be best suited to salvaging fish.

15.2 Right of Eminent Domain. If the Lease Area shall be taken by right of eminent domain, in whole or in part, for public purposes, then this Agreement, at the option of either Utilities or the State, shall forthwith cease and terminate, and in such event the entire damages which may be awarded for such taking shall be allocated between Utilities and the State, as their interests appear.

15.3 Protection of the Reservoir's Drinking Water Supply and Lease Area. In the event that Utilities, at its sole discretion, determines that for the protection of the Reservoir's drinking water supply or Utilities needs to maintain the Reservoir or any of its infrastructure, public access to the Reservoir and the Lease Area needs to cease, Utilities may terminate this Agreement immediately by providing written notice to the State as described in Paragraph 22. More specifically, the rules as to drinking water regulations can be found in: C.R.S. §§ 25-8-102, 25-8-202, 25-8-204, Regulation No. 31 (5 CCR 1002-31), Regulations 32–38, and Water Quality Control Commission reservoir-specific control regulations (e.g., Regulations 71–74) that impose land-use and activity controls to prevent sediment, nutrient, and nonpoint source impacts to high-value reservoirs.

16. Disclaimers.

a) Title. Utilities hereby expressly disclaims any warranty of title with respect to the Lease Area. The State is relying on its own investigations as to the adequacy of title to the Lease Area for its use under this Agreement. Without limiting the foregoing, the grant of rights set forth herein is subject to all easements, restrictions, reservations, and rights of way of record.

b) Physical Condition. Utilities disclaims any warranty with respect to the physical condition of the Property, including, without limitations, the fitness of the Lease Area for any particular purpose and/or the condition of the soils contained therein. The State acknowledges that it is accepting its right to use the Property on an AS-IS, WHERE-IS, and with all faults basis. The State specifically acknowledges that Utilities has significant utility infrastructure within the Lease Area.

17. Environmental. For purpose of this Section, the following words and phrases shall have the following meanings:

17.1 Definitions:

"Environmental Requirements" shall mean any applicable environmental local, state and federal statutes, laws, rules and regulations, and all directives, orders, permits, leases issued by, and environmental plans approved by, local, state and federal agencies, or by municipal, state, and federal courts that are now in effect or are hereinafter enacted, promulgated, issued, or approved.

"Hazardous Environmental Condition" shall mean the presence on the Lease Area of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (as defined by the Solid Waste Disposal Act as amended from time to time), or any hazardous substance or material including, but not limited to, petroleum and petroleum products, radioactive materials (as defined by the Atomic Energy Act of 1954 as amended from time to time), and all substances which are listed under 40 CFR 302, 40 CFR 355, 49 CFR 172, and 29 CFR 1910.120.

"Environmental Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment of five (5) gallons or more of a Hazardous Substance or Hazardous Material. However, any release required to be reported to any governmental or regulatory agency shall also be reported to Utilities. Notwithstanding the five-gallon reporting threshold, the State should immediately report any release, spill, or discharge, regardless of quantity that may reasonably threaten Reservoir quality, public health, or Utilities' compliance with environmental regulations.

"Hazardous Substance" or "Hazardous Material" shall mean any and all substances, materials, and wastes that are or become regulated under any Environmental Requirement, including, but not limited to, asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), used oil or any petroleum products, natural gas, radioactive materials, pesticides, and all substances which are currently listed or may be listed in the future under 40 CFR 302, 40 CFR 35, 49 CFR 172, and 29 CFR 1910.120, and other substances which may be listed under any environmental federal or state statute.

17.2 The State shall comply with all Environmental Requirements in its use of the Lease Area. The State, its employees, contractors and representatives, shall not cause by their respective willful, wanton, or negligent acts or omissions, the unpermitted release or presence on the Lease Area of oil or hazardous substances, or any other material or substance that violates any Environmental Requirements. The State agrees to be solely responsible for those costs or claims caused by the willful, wanton, or negligent failure of the State, its employees, contractors, and representatives to comply with Environmental Requirements. State shall not be responsible for any Hazardous Environmental Condition (as defined above) brought onto the Lease Area by Utilities or caused by the willful, wanton, or negligent failure of Utilities, its employees, contractors, and representatives, or third parties unrelated to the State.

17.3 The State will be responsible for environmental management of the Lease Area to include maintenance of roadways, drainage, and ecological management of the Lease Area. This includes mitigation of noxious weeds, forest insects and disease infestations, and other environmental impacts that can affect the Lease Area and sustainability. The State will implement best management practices to prevent the introduction or spread of aquatic invasive species, pathogens, or harmful algal blooms and shall notify Utilities upon observation of such conditions.

17.4 The State shall immediately report to Utilities, and Utilities shall immediately report to the State, any of the following events or conditions: (i) the Environmental Release or threatened Environmental Release of Hazardous Substances or Hazardous Materials at, to, from, on, or through the Lease Area and any responses to State or any governmental agency, and (ii) exposure of any person to any Hazardous Substance or Hazardous Material. The Parties shall immediately report to the other party any claim, demand, action, or notice made against the Party with regard to any violation or alleged violation of any Environmental Requirement relative to the Lease Area, and each Party shall immediately provide the other Party with copies of any written claims, demands, actions, or notices so made.

17.5 Utilities and the State agree to provide to the other Party all non-privileged correspondence, notices, approvals, certifications, reports, test results, submissions, and all written communication regarding an Environmental Release or threatened Environmental Release of any Hazardous Substance or Hazardous Material arising out of the State's use and occupancy of the Lease Area. Utilities and the State agree to provide the other Party all written submissions regarding the environmental condition arising out of the State's use and occupancy of the Lease Area within three (3) business days that the same are provided to or by a governmental entity.

17.6 In the event of the Environmental Release of any Hazardous Substance or Hazardous Material as a result of the State's use or occupancy of the Lease Area, the State shall immediately control and remediate the contaminated media as provided by and to the standards applicable under the Environmental Requirements.

17.7 The State shall undertake any work necessary to remediate or remove any Hazardous Substance or Hazardous Material caused by the State to the Lease Area as is necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Lease Area into compliance with all applicable Environmental Requirements. Any work conducted for such purpose shall be conducted at the State's expense after the State submits to Utilities and any appropriate governmental authority a written plan for completing such work and receives the prior written approval of Utilities and such other governmental authorities. Utilities shall have the right to inspect at Utilities' own expense such work at any time using consultants and representatives of their choice.

17.8 At the request of Utilities, which shall only occur if Utilities provides the State with a written description of facts providing a reasonable basis to conclude that the State is using or permitting use of the Lease Area in violation of this Section 17, the State shall conduct such testing, monitoring, sampling, and analysis as is reasonably necessary to ascertain (i) whether the State is using the Lease Area in compliance with all Environmental Requirements or (ii) whether there has been an Environmental Release of a Hazardous Substance or Hazardous Material arising out of the State's use and occupancy of the Lease Area. Any such tests, monitoring, sampling, and analysis shall be conducted by qualified independent experts chosen by the State and subject to reasonable approval by Utilities. Copies of results from and reports of such testing, monitoring, sampling, and analysis shall be promptly provided to Utilities.

17.9 If the State fails to comply with any Environmental Requirements, Utilities, in addition to its other rights and remedies under this Agreement, and at its election, may enter the Lease Area and take such measures as may be reasonable and necessary to ensure compliance with Environmental Requirements, and may charge the State for its costs arising out of the State's use and occupancy of the Lease Area.

17.10 The State specifically recognizes that Utilities is held to strict compliance and may be responsible for any resulting penalties with respect to failure to comply with Environmental Requirements. The State therefore agrees to respond immediately, at Utilities' demand, to any violations of any applicable Environmental Requirements caused by the State's use and occupancy of the Lease Area.

18. Compliance with Laws. All construction and excavation activities carried on by the State on or about the Lease Area pursuant to this Agreement shall be conducted in accordance with all applicable local, state, or federal requirements, specifications, laws and regulations. All construction, installation, maintenance and repair work performed by or on behalf of the State or on or in the Reservoir or the Lease Area shall be performed in a manner and with such safeguards as are reasonably necessary to avoid any personal injury or property damage.

19. Governmental Immunity Act. Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to Utilities or the State under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

20. No Joint Venture. In the performance of the State's obligation under this Agreement, it is understood, acknowledged and agreed between the Parties that the State is at all times acting and performing independently from Utilities, and that Utilities shall neither have nor exercise any control or direction over the manner and means by which the State performs the State's obligations under this Agreement, except as otherwise stated in this Agreement. The State understands and agrees that the State, its employees, agents, servants, or other personnel are not Utilities employees. The State shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to the State or any of the State's employees, agents, servants, or other personnel performing services under this Agreement.

21. Entire Agreement. This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing signed by Utilities and the State. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

22. Notice. All notices necessary or required under this Agreement shall be in writing to either Party's mailing or email address below. Such notice shall be effective upon the date of delivery.

If to Utilities:
Colorado Springs Utilities
Land Resource Management
P.O. Box 1103, Mail Code 950
Colorado Springs, Colorado 80901
jedavis@csu.org

If to Colorado Division of Wildlife:
Colorado Division of Wildlife
Park Manager
4255 Sinton Road
Colorado Springs, Colorado 80907
amy.brandenburg@state.co.us

With a copy to:
City of Colorado Springs
Real Estate Services
P.O. Box 1575, Mail Code 525
Colorado Springs, Colorado 80901
kellie.billingsley@coloradosprings.gov

Notice given by personal delivery, overnight delivery or mail shall be effective upon actual receipt. The Parties may change any address to which Notice is to be given by giving notice as provided above of such change of address.

23. Survival of Obligations. All express representations shall survive the expiration or earlier termination of this Agreement, including any duties or obligations that are required in the event of termination.

24. Assignment. The State shall not assign this Agreement or sub-lease the Property without the prior written consent of Utilities.

25. Appropriation of Funds. This Agreement is expressly made subject to the limitations of the Charter of the City of Colorado Springs. Nothing herein constitutes, or is deemed to constitute, the creation of a debt or multi-year fiscal obligation, or an obligation of future appropriations by the City Council of Colorado Springs, or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provisions of this Agreement, with respect to any of Utilities' financial obligations which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) terminates this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination constitutes a default or breach by Utilities of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto. Likewise, nothing in this Agreement shall be construed as a multi-fiscal year obligation on behalf of the State and shall be subject to annual appropriations by the State to the extent financial obligations are imputed or required. § 24-30-202(5.5) C.R.S. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

26. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado, the Colorado Springs City Charter, City Code, Ordinances, Rules and

Regulations. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void.

27. Severability. Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations is deemed stricken, and all remaining provisions will continue to be valid and binding upon the Parties. The Parties agree that this Agreement is reformed to replace a stricken provision with a new provision that comes as close as possible to expressing the intent of the stricken provision.

28. Authority. The signatories hereto warrant that each has the authority to execute this Agreement on behalf of the Party for which he or she is signing and that such person has been authorized to execute this Agreement by such entity pursuant to its organizational documents.

29. Counterparts; Copies of signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed original and all of which together constitute one and the same instrument. Copies of signatures are permitted for purposes of the binding nature of this Agreement.

30. State Special Provisions.

30.1. Statutory Approval. § 24-30-202(1) C.R.S. This Lease shall not be valid until it has been approved by the Colorado State Controller or designee. If this Lease is for a Major Information Technology Project, as defined in § 24-37.5-102(2.6), C.R.S., then this Lease shall not be valid until it has been approved by the State's Chief Information Officer or designee.

30.2. State liability exposure. Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. Liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, the City, their departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of C.R.S. §§ 24-10-101, and 24-30-1501 et seq. All provisions of this Lease are controlled, limited and otherwise modified to limit any liability of the Parties in accordance with the foregoing cited statutes.

30.3. Compliance With Law. The Parties shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

30.4. Offset and Erroneous Payments. §§ 24-30-202(1) and 24-30-202.4, C.R.S. Subject to § 24-30-202.4 (3.5), C.R.S, and § 24-30-202 (1), C.R.S. the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in § 39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Utilities in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Utilities by deduction from subsequent payments under this Lease, deduction from any payment due under any other contracts, grants or agreements between the State and Utilities, or by any other appropriate method for collecting debts owed to the State.

30.5. Independent Contractor. Subject to 4 CCR § 801-2, Each Party shall perform its duties hereunder as an independent contractor and not as an employee. Neither Party nor any agent or employee of a Party shall be or shall be deemed to be an agent or employee of the other Party. Utilities shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the State pursuant to this Lease. Each Party acknowledges that its employees are not entitled to unemployment insurance benefits unless it or third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Neither Party shall have authorization, express or implied, to bind the other Party to any agreements, liability, or understanding except as expressly set forth herein.

30.6. Prohibited Terms. Any term included in this Lease that requires the State to indemnify or hold Utilities harmless; requires the State to agree to binding arbitration; limits Utilities' liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Lease shall be construed as a waiver of any provision of § 24-106-109, C.R.S.

30.7. Employee Financial Interest. Subject to C.R.S. § 24-18-201, and § 24-50-507, the signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

31. General Provisions

31.1. Binding Effect. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

31.2. Captions. The captions and headings in this Lease are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

31.3. Construction Against Drafter. In the event of an ambiguity in this Lease the rule of Lease construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

31.4. CORA Disclosure. To the extent not prohibited by federal law, this Lease is subject to public release through the Colorado Open Records Act, § 24-72-101 et seq, C.R.S.

31.5. Digital Signatures. If any signatory signs this Lease using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Lease by reference.

31.6. Extinguishment and Replacement. This Lease extinguishes and replaces any prior leases between the Parties related to the Lease Area upon the Commencement Date hereof.

31.7. Modification.

a) By the Parties. Except as specifically provided in this Lease, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Contract, Grant, and Purchase Order Policies, including, but not limited to, the policy entitled Modification of State Contracts and Grants.

b) By Operation of Law. This Lease is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Lease on the effective date of such change, as if fully set forth herein.

31.8. Quiet Enjoyment. The State shall be entitled to quiet enjoyment of the Lease Area as long as it is not in default under the provisions hereof.

31.9. Taxes Other than Real Property. The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under C.R.S. §§ 39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State.

31.10. Third Party Beneficiaries. Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

31.11. Waiver. Waiver of any breach under a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

31.12. Effective Date. The effective date of this Lease shall not be prior to the date signed by the State Controller or his designee. In accordance with the requirements of C.R.S § 24-30-202 (1), as amended, this Lease shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.

31.13. Order of Precedence.

The provisions of this Lease shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Lease and its exhibits and attachments, including, but not limited to, those provided by Utilities, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

(1) Colorado Special Provisions,
(2) The remaining provisions of the main body of this Lease,
(3) Exhibit A,
(4) Exhibit B,
(5) Exhibit C
(6) Exhibit D.

Signatures on next page.

Signature Page

IN WITNESS WHEREOF, Utilities and the State have executed this Agreement to be effective on the date herein above written.

Utilities:

CITY OF COLORADO SPRINGS, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION, ON BEHALF OF ITS ENTERPRISE, COLORADO SPRINGS UTILITIES

By: ______________________

Travas Deal
Chief Executive Officer

By: ______________________

Kellie Billingsley
Real Estate Services Manager

APPROVED AS TO FORM:

____

City Attorney's Office

State:

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF NATURAL RESOURCES, FOR THE USE AND BENEFIT OF THE DIVISION OF PARKS AND WILDLIFE AND THE PARKS AND WILDLIFE COMMISSION
Laura Clellan, Director

By: ______________________

Laura Clellan
Director
Date:

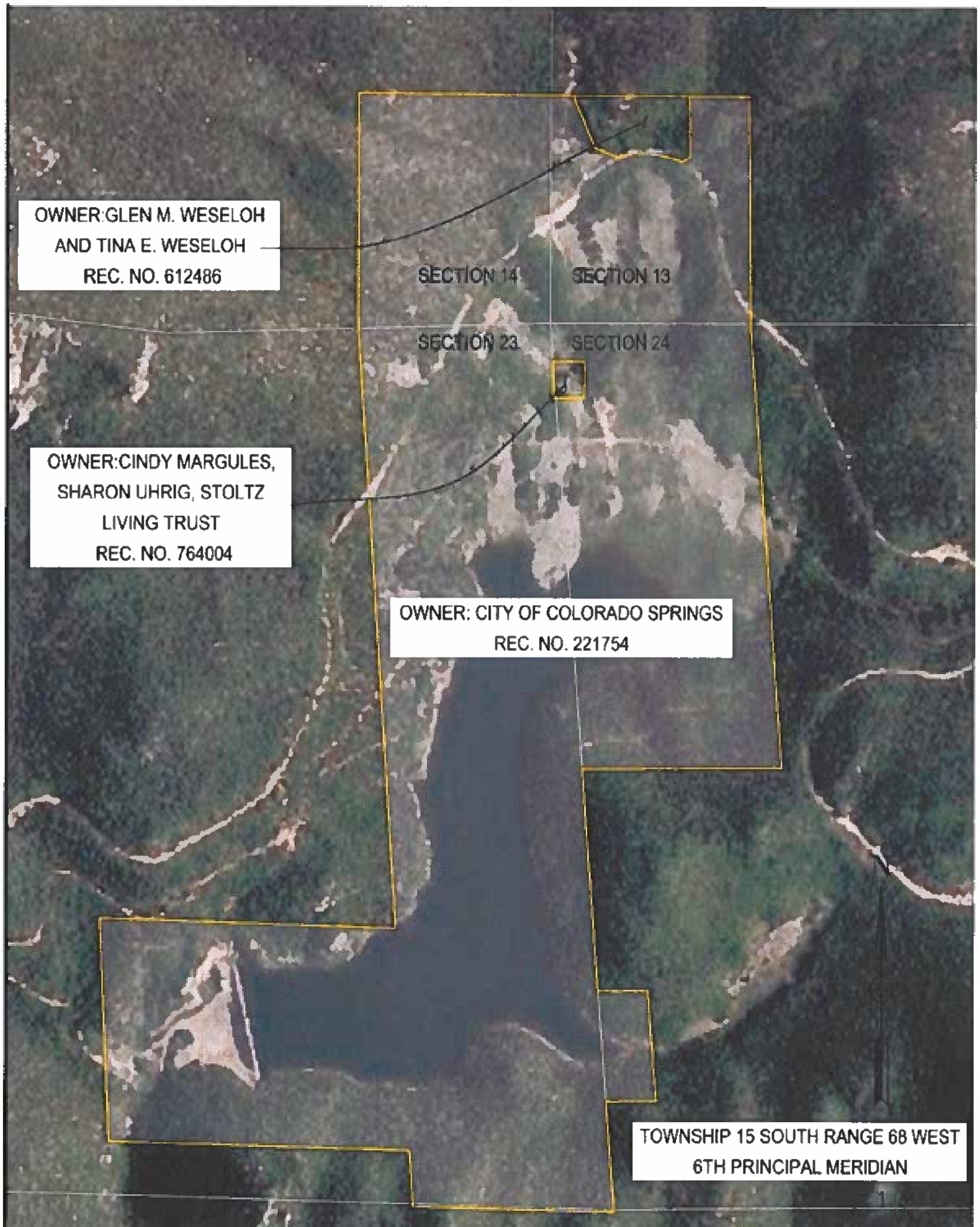
State Office of Risk Management
State Risk Manager (or authorized Delegate)

By: ______________________
Date: July 9, 2026 | 12:56 PM MDT

All contracts must be approved by the State Controller:
C.R.S. § 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

Office of the State Controller (OSC)
Robert Jaros, State Controller
State Controller (or authorized Delegate)

By: Ion Cotsapas
Ion Cotsapas
Effective Date: July 10, 2026 | 2:19 PM MDT



Colorado Springs Utilities

It's how we're all connected

ADVANCED GEOMATICS
1521 Hancock Expy.
Colorado Springs, CO
80947

EXHIBIT A

NOTE :
THIS SKETCH DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

Drawn by: J. SAKARIASON	Date: 01/08/2026
Checked by: P. CLIFTON	

EXHIBIT B – SAFETY AND SECURITY IMPROVEMENTS

Colorado Springs Utilities
It's how we're all connected

Rosemont Reservoir
Safety and Security Improvements in Preparation for Increased Recreation and Camping in the Area

Subject: **Rosemont Reservoir Security & Safety Improvements in preparation for Increased Recreation and Camping in the Rosemont Area**

Date: January 21, 2026

From: Sean Higbee, Raw Water Operations Supervisor; Garret Richard, Raw Water Pipeline Supervisor; Chris Jones, Raw Water Operations Crew Supervisor

Field Operations Recommended Safety & Security Improvements for Rosemont Reservoir

Rosemont Reservoir is located approximately 12 miles southwest of Colorado Springs along Pikes Peak's south flank. It is a vital part of Colorado Springs' local water system and supplies both drinking and irrigation water for Colorado Springs. CPW in agreement with Colorado Springs Utilities currently manages recreation in the surrounding watershed as a state wildlife area, with seasonal fishing allowed.

Recently there have been high level discussions on expanded recreation around Rosemont, including the addition of campsites (reservation only), day-use parking, non-motorized boating and restroom facilities at the reservoir. Expanded recreational amenities will remain compatible with watershed protection, land management objectives, reservoir operations and public safety, and will be subject to on-sight management by CPW personnel.

Colorado Springs Utilities has identified several recommended security and safety improvements to better protect Rosemont watershed utility infrastructure and the public if increased recreational activities are approved in the area. This memo identifies those improvements and provides a high-level cost estimated for the recommended improvements.

Safety & Security Improvements (Overall Summary)

Below is a map that summarizes the recommended improvements. See next section for each specific area and details of improvements:

Safety & Security Improvements (Site Specific Details)

1) CSU Road (NE side of the reservoir)

Installation of a 20ft x 4ft cattle gate across the two track road on the NE side of the reservoir to prevent vehicles from trying to drive around the lake.

2) East Beaver Creek Flume

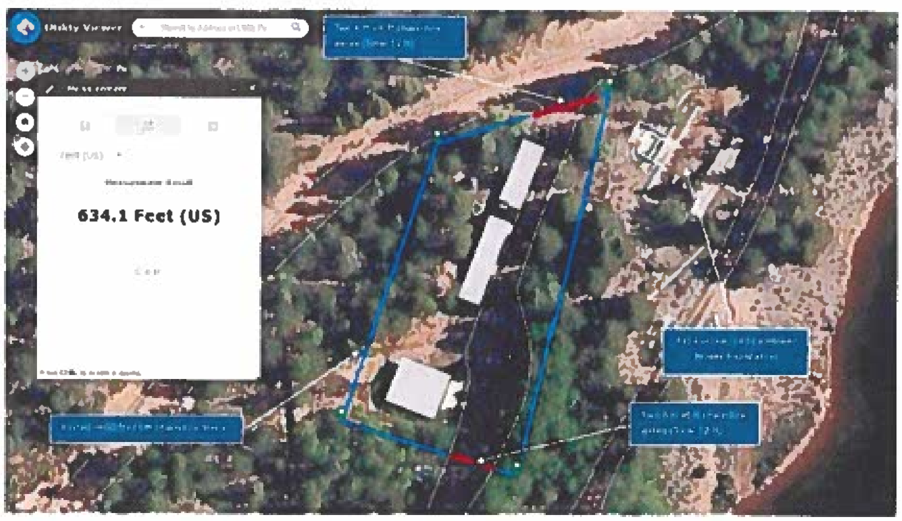
Installation of 170 ft of 6ft chain link fence with two 6ft wide access gates; Installation of a 20ft x 4ft cattle gate across access road to prevent public vehicles from parking or blocking access.

3) CSU Road (NW side of the reservoir)

Installation of a 20ft x 4ft cattle gate across the CSU access road on the NW side of the reservoir to prevent vehicles from driving back towards the Old Caretaker Housing Area and the Rosemont Garage.

4) Rosemont Old Caretaker Housing Area

Installation of 650ft of 6ft chain link fence with two 12ft access gates around historic out buildings (falling apart) and garage (may be able to just fence historic out buildings.) Fill in/cover the old caretaker house foundation with dirt.

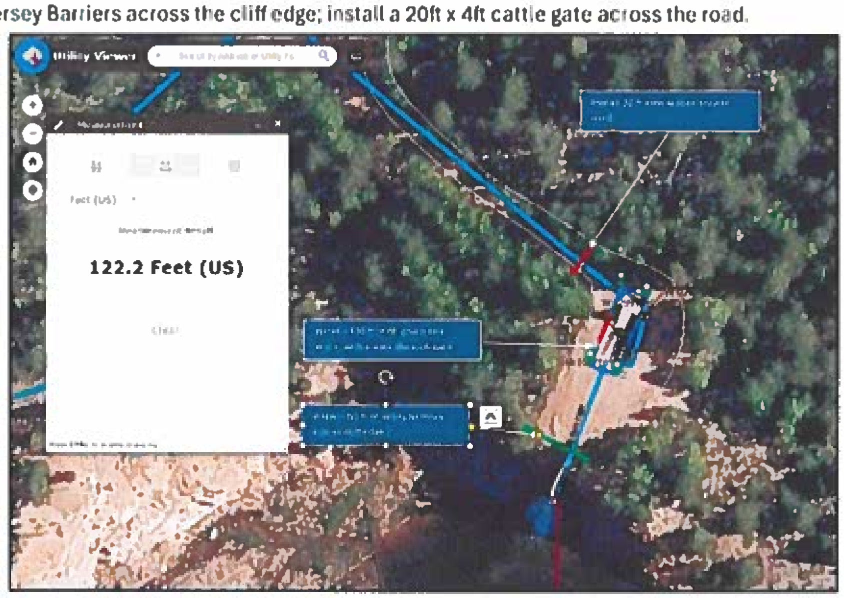


5) CSU's Rosemont Access from Forest Service Road 372

Installation 200ft of 6ft chain link fence (100ft on each side of existing access gate). Replace existing access gate with a 24 ft gate (two 12 ft gate sections).

6) Gould Creek Flume

Installation 130ft of 6ft chain link fence with a 4ft walk through gate around the Gould Creek Flume; Install 50ft of Jersey Barriers across the cliff edge; install a 20ft x 4ft cattle gate across the road.



7) Rosemont Dam Area

Installation 800ft of 6ft chain link fence (200ft on each side of existing gate and 200ft at each end of the dam); Install a new 24ft (two 12ft sections) gate across the dam access road.

8) Gould Creek Intake/Diversion

Install a 20ft x 4ft cattle gate on road just upstream of the diversion structure to keep vehicle from blocking access.

9) Additional Signage indicating where people are allowed and where they are not:
CSU and CPW will need to install signs (i.e. 12in x 18in No Trespassing/Do Not Enter & 3ft x 3ft Rules/Regulation/Map signs) throughout the area to ensure the public will know which areas people are allowed to access and areas to stay away from.

Estimated Improvement Cost:

Estimated Cost Table:

Location	6ft Chain Link Fence (ft)	4ft x 6ft chain link gate	6ft x 6ft chain link gate	12ft x 6ft chain link gate	2.5in x 9ft Galvanized post	20ft x 4ft cattle gate	8ft x 6in wood post	10ft Jersey Barriers	Signs 18"x12"	Signs 3ft x 3ft
1) CSU Road (NE side of the Reservoir)						1	2		1	
2) East Beaver Creek Flume	170		2			1	2		1	
3) CSU Road (NW side of the Reservoir)						1	2		1	1
4) Rosemont Old Caretaker House Area	650		4		4				4	
5) CSU Rosemont Access FS Rd 372	200			2	2					1
6) Gould Creek Flume	130	1				1	2	5	2	
7) Rosemont Dam Area	800			2	2				2	2
8) Gould Creek Intake/Diversion						1	2		2	
Total	1950	1	6	4	8	5	10	5	13	4
Installation Cost/Material Cost	$55/ liner ft	$380/gate	$680/gate	$1160/gate	$60/post	$800/gate	$35/post	$1100 ea.	$25 ea.	$300 ea.
Estimated Cost	$ 107,250	$ 380	$ 4,080	$ 4,640	$ 480	$ 6,400	$ 350	$ 5,500	$ 325	$ 1,200

Total Estimated Cost for Security/Safety Improvements: $ 130,405

Cost Assumptions:

Estimates are very high level and were collected by calling fencing companies and finding costs online.

1. 6ft chain link fence - $55/ liner foot
2. 4ft x 6ft chain gate - $160 materials + $220 labor = $380/gate
3. 6ft x 6ft chain gate - $350 materials + 330 labor = $680/gate
4. 12ft x 6ft chain gate - $500 materials + 660 labor = $1160/gate
5. 2.5in x 9ft galvanized post - $60/post
6. 20ft x 4ft cattle gate - $400 materials + 400 labor = $800/gate
7. 6in x 8ft wood post - $35/post
8. 10ft Jersey Barrier - $1100/barrier

EXHIBIT C – RESERVED PROPERTY

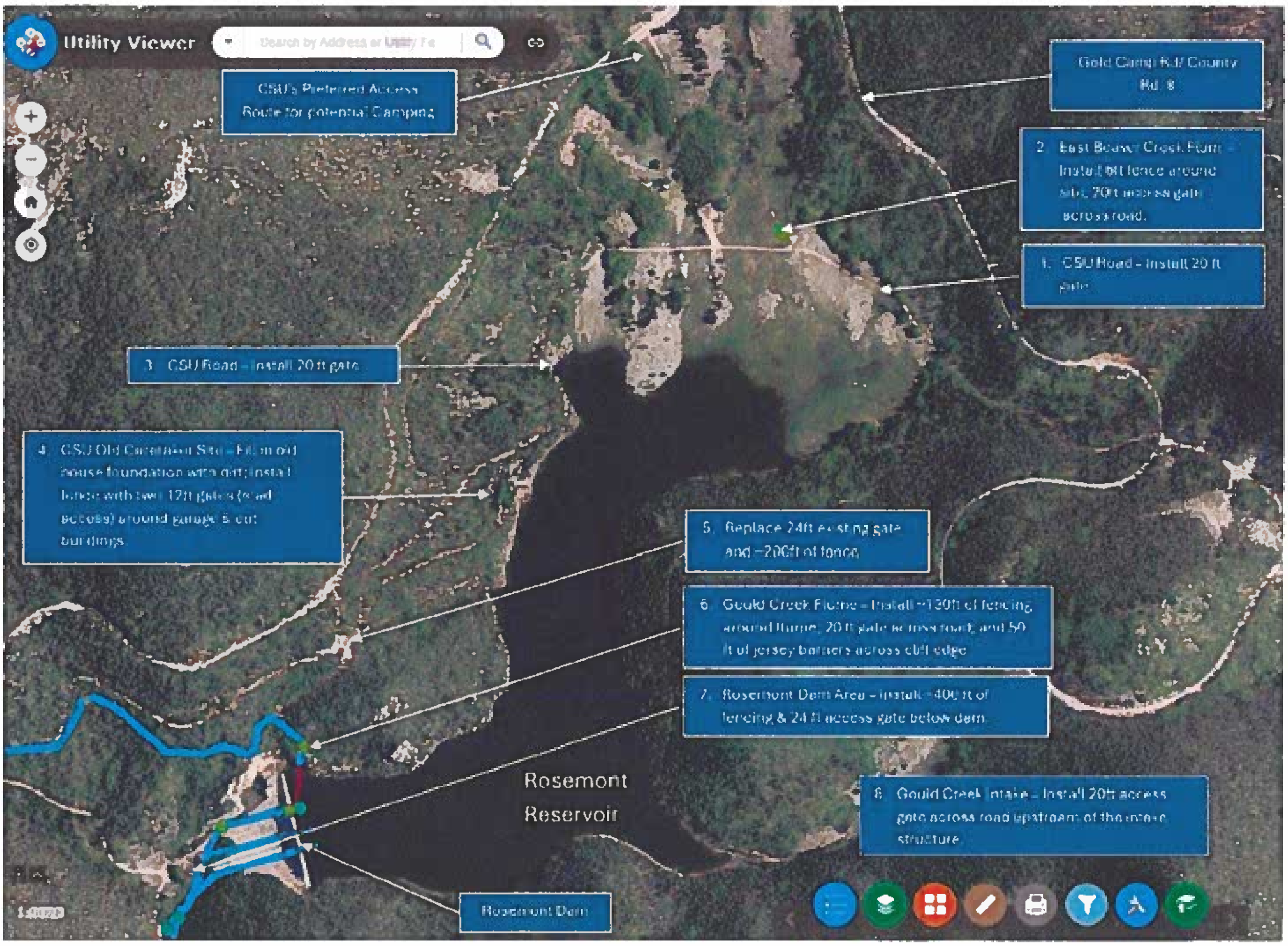


EXHIBIT D – ANNUAL LAND MANAGEMENT PLAN

1. Introduction
2. Objectives
3. Days/Hours of Operation
4. General Rules and Regulations
5. Results of wildlife surveys/studies made in the past year
6. Wildlife surveys/studies and management practices planned for the upcoming year
7. Fish stocking/surveys planned for the upcoming year
8. Existence of threatened/endangered species in the Lease Area
9. Statistics on visitor usage for activities such as wildlife observation, hiking, fishing, camping, and picnicking for the previous year
10. An accounting of revenue generated by recreational use
11. Enhancements to signage, wildlife habitat, or wildlife viewing opportunities made in the past year and planned for the upcoming year
12. Special events/occurrences in the Lease Area in the past year and planned for the upcoming year
13. Improvements made in the past year and planned for the upcoming year
14. Amount of use of water by the State in the Lease Area in the past year and planned for the upcoming year
15. The number and type of documented infractions of laws or regulations in the Lease Area addressed by the State or another law enforcement agency and information regarding the availability of State officers for enforcement purposes for the upcoming year
16. Damages to the Lease Area or infrastructure relating to recreation use
17. Construction and maintenance activities in the Lease Area, including without limitation any fire mitigation efforts, made over the past year and planned for the upcoming year
18. Road and/or driveway maintenance activities impacting the Lease Area made over the past year and planned for the upcoming year

Rosemont Reservoir Lease_Clean Copy_5.20.26-Dir Sign

Final Audit Report 2026-05-27

Created:	2026-05-27 (Mountain Daylight Time)
By:	Anna Hoehing (ahoehing@csu.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAApDgqVLdQoo7OFBktHis3G5hoWX0C-X28

"Rosemont Reservoir Lease_Clean Copy_5.20.26-Dir Sign" History

Document created by Anna Hoehing (ahoehing@csu.org)
2026-05-27 - 1:13:25 PM MDT

Document emailed to Renee Congdon (renee.congdon@coloradosprings.gov) for signature
2026-05-27 - 1:14:58 PM MDT

Email viewed by Renee Congdon (renee.congdon@coloradosprings.gov)
2026-05-27 - 1:15:17 PM MDT

Document e-signed by Renee Congdon (renee.congdon@coloradosprings.gov)
Signature Date: 2026-05-27 - 1:16:19 PM MDT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE

Agreement completed.
2026-05-27 - 1:16:19 PM MDT