

PUBLIC RIGHT OF WAY LICENSE AGREEMENT RETREAT AT TIMBERRIDGE FILING NO. 3

THIS PUBLIC RIGHT-OF-WAY LICENSE AGREEMENT (“Agreement”), is made this 25th day of July, 2024, between EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY COLORADO, whose street address is 200 South Cascade Avenue, Colorado Springs, CO 80903 (hereinafter “Licensor”), and RETREAT METROPOLITAN DISTRICT, a quasi-municipal entity and political subdivision of the State of Colorado, whose mailing address c/o Spencer Fane LLP, 1700 Lincoln Street, Suite 2000, Denver, CO 80203 (“Licensee”). The Licensor and the Licensee may be singularly referred to herein as the Party or collectively referred to herein as the Parties.

RECITALS

WHEREAS, Licensee plans to develop on the Property legally described in Exhibit A, attached hereto and incorporated herein by reference, a subdivision to be known as Retreat at TimberRidge Filing No. 3; and

WHEREAS, the County will own certain rights-of-way known as Aspen Valley Road, Antelope Ravine Drive, Hawks Hills Court and Arroya Lane to be platted within the Property; and

WHEREAS, Licensee desires to use the Licensor's right-of-way for the following purposes: installation of public roadway, street lights and mailbox kiosk improvements and maintenance and repair of same within the Licensor's right-of-way (collectively, the “Improvements”); and

WHEREAS, the Licensor, as a convenience to the Licensee, consents to allow the Licensee to use portions of its rights-of-way for the purposes of constructing, maintaining and repairing the Improvements; and

WHEREAS, Licensee is required to obtain all necessary permits and pay all fees prior to performing any work in the Licensor’s right-of-way.

AGREEMENT

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

1. Incorporation of Recitals: The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.

2. Description and Use of the Licensor’s Premises: Licensor hereby grants to Licensee a License for the installation, maintenance, repair and replacement of the Improvements within those portions of the Licensor’s owned rights-of-way known as Aspen Valley Road,

Antelope Ravine Drive, Hawks Hill Court and Arroya Lane, generally illustrated in Exhibit A, attached hereto, which areas are depicted and labeled on Exhibit B (the "Licensed Premises"). If the Improvements include any lighting fixtures or features, other than streetlights, the use of such lighting must immediately cease upon written direction of the County Engineer and may not resume until written permission is granted. As this Agreement only creates a License, each Parties' rights and obligations stated hereunder are exclusively contractual. Thus, each Party agrees and understands that this Agreement does not create any type of real estate interest of any kind or nature or any type of possessory estate or possessory interest in the Licensed Premises. The entire Licensed Premises shall be for the use of Licensee, its employees, agents, servants and invitees for any lawful purposes associated with the construction, use, and maintenance of the Improvements. The Improvements shall be owned by Licensee.

3. Term and Commencement of Use: The License shall commence on the date first written above, hereinafter referred to as the Commencement Date, and it shall continue until Licensor requires the Licensed Premises for other public purposes, or unless sooner terminated in whole or in part by either Party as more fully set forth in Paragraph 5 below.

4. Additional License Terms:

a. Utilities. Licensee is responsible to ensure no damage occurs to existing utility and other installations that may be present on the right of way during installation, construction, maintenance or repair of the Improvements. Licensor reserves the right to issue work in the right of way permits allowing installation of utilities in the Licensor's public right of way. Licensee shall not interfere with these installations, which will take precedence over any Improvements now in place or installed in the future. If any utility installation damages all or any portion of the permitted Improvements within the Licensed Premises, Licensor shall have no liability to Licensee for such damages.

b. Damage. Licensee is responsible for reimbursing Licensor for the repair of any damage to fences, signs, delineators, guardrails, landscape plantings of Licensor, or any other right of way improvements resulting from Licensee's operations. Licensee shall hold Licensor, its elected officials, appointees, officers, and employees free and harmless from all risk of injury or damage to Licensee, property of Licensee, and Licensee's agents, employees, assigns and successors or others which may result from debris, foreign objects, or chemical contamination resulting from normal maintenance activities performed by Licensor. Licensee is responsible for reimbursing Licensor for the repair and re-survey of any damage and disturbance to any survey monuments resulting from activities within the Licensed Premises by Licensee.

c. Licensor's Need for Right of Way. Licensor will not replace or relocate any Improvements placed within the public right of way or the Licensed Premises if Licensor has to remove Improvements, in whole or in part, for any reason including but not limited to safety, maintenance, or construction. At the time Licensor's construction or maintenance operations begin, this License will be suspended. The License may be reinstated for the remaining term upon completion of the construction.

d. Work in the Right of Way Permit. Prior to any major construction, operation, and/or landscaping activities within the Licensed Premises, Licensee shall obtain a Work in the Right of Way Permit from the El Paso County Department of Public Works in accordance with the El Paso County Engineering Criteria Manual. A new Work in the Right-of-Way Permit will be required whenever the previous Work in the Right-of-Way Permit has expired or for each new activity in the then current Work in the Right-of-Way Permit.

e. Provision of Utilities. If the Improvements are connected to any utilities, e.g. water or electricity, Licensee shall be responsible for complying with all rules and paying all rates and costs established by the utility providers.

f. Maintenance of Improvements. As the Improvements will be a part of Licensor's public right of way, Licensee is expected to maintain the Improvements in an acceptable manner and in accordance with applicable laws and County regulations. Upon notice of any deficiency in the Improvements, either: a) by Licensor; or b) by its own observation; or c) by any other means, Licensee shall take action as soon as possible, but not later than fifteen (15) working days after the mailing date of written notice from Licensor to correct the deficiency and to protect the safety of the traveling public. In the event Licensee, for any reason, does not or cannot correct the deficiency within fifteen (15) working days of written notice as contemplated above, or demonstrate that action satisfactory to cure such default has been commenced and will be completed in a timely manner, or otherwise demonstrated that no deficiency exists, Licensor reserves the right to correct the deficiency and to bill Licensee for such work. Licensee shall pay any such bill within thirty (30) days after receipt. Under these circumstances, Licensor shall only correct the deficiency to the extent it affects use of the right of way and/or the public's health, safety, and welfare.

g. Maintenance of Right of Way. As part of its normal maintenance, repair and snow removal operations, Licensor may drive across or work adjacent to the Licensed Premises. Though Licensor shall take reasonable care when doing so, Licensor shall not be responsible to Licensee for any damage to the Improvements that may occur in the course of maintenance, repair or snow removal operations. Licensor will not provide snow removal within the Licensed Premises. Some snow may be left in front of the Licensed Premises during normal snow removal activities.

h. Natural Disasters. Licensor shall not be liable to Licensee in the event of an emergency, such as a fire, flood, or other natural cause which damages the Licensed Premises or the Improvements. In the event the Licensed Premises are damaged due to a natural disaster, it shall be the sole responsibility and cost of Licensee to return the Licensed Premises and, if it so elects, the Improvements, to their original condition. If Licensee chooses not to replace or repair the Improvements and instead wishes to terminate the License Agreement, the provisions of paragraph 5.b. below apply.

5. Termination:

a. Termination by Licensor. Licensor at any time and 1) for any valid public purpose, as determined at Licensor's sole discretion, or 2) upon violation of any term of the

License by Licensee, shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensee. In addition, the El Paso County Engineer shall have the authority to immediately terminate the License on all or part of the Licensed Premises if he or she determines that the public health, safety or welfare is adversely affected by the License. Upon such termination, Licensors may direct Licensee to remove all or a portion of the Improvements from the Licensed Premises at Licensee's sole expense, and Licensee shall restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

b. Termination by Licensee. Licensee at any time shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensors. Upon termination by Licensee of the License on all or part of the Licensed Premises, and if requested by Licensors, Licensee shall remove the Improvements within the 30-day notice period at its own expense and restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

c. Effect of Termination. Upon termination of the License on all or part of the Licensed Premises by either Party, Licensee shall not be entitled to the payment of any compensation or just compensation under any cause of action at law or in equity for the retaking of the Licensed Premises or removal or relocation of the Improvements. If the License is terminated on only a portion of the Licensed Premises, Licensors and Licensee shall retain their respective rights and obligations under this Agreement with respect to the remaining portions of the Licensed Premises, and Licensee shall not have any further rights or obligations with respect to any part of the Licensed Premises for which the License has been terminated.

6. Condition of the Licensed Premises, Obligation to Make Repairs, Obligation to Remain in Compliance with Laws: Licensee agrees and understands that it commences its use of the Licensed Premises "AS IS" and without any warranties of any kind or nature, including without any warranties as to the state of Licensors' title to the Licensed Premises. It shall be Licensee's sole obligation to maintain and make any necessary repairs to the Improvements and the Licensed Premises, and to do so in full compliance with the requirements of the El Paso County Department of Public Works and any and all other applicable state, federal, or local laws, regulations, and ordinances.

7. Indemnification/Hold Harmless: Licensee shall indemnify and hold Licensors and its heirs, successors and/or assigns harmless from and against any and all damages, loss, cost, expense, liabilities of any kind or nature as a result of, or in connection with, Licensee's, its contractors', agents', or employees' activities on the Licensed Premises, failure to comply with the terms of this Agreement, or failure to maintain the Licensed Premises in a safe condition. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Licensors pursuant to the Colorado Governmental Immunity Act, §§24-10-101, C.R.S., *et seq.* or as otherwise provided by law.

8. Assignment: Licensee shall not assign or otherwise transfer this License or Agreement or any right or obligation hereunder without the prior written consent of Licensors, which consent shall not be unreasonably withheld, conditioned, or delayed. Should Licensors

agree to such assignment, Licensor and Licensee hereby expressly agree that the intent of such benefit to said successors in title is not to create an easement in the Licensed Premises, but rather, a License. Licensor and Licensee, both for themselves and for their successors in title, agree that this License is terminable at the will of Licensor as set forth in Paragraph 5 above. Evidence of any such assignment or termination shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.

9. Construction: The rule of strict construction does not apply to this instrument. This License shall be given a reasonable construction in light of the intention of Licensor to confer on Licensee a usable right to construct, maintain, repair, and replace the Improvements described herein.

10. Right to Inspect: Licensor may enter upon the Licensed Premises at any time and without notice to inspect the condition of the Licensed Premises.

11. Remedies: The Parties hereby agree that if any dispute cannot be resolved by mutual agreement of the Parties, such dispute may be resolved at law or in equity.

12. No Third-Party Beneficiaries. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages or to bring any legal action or other proceeding against any Party hereto for any breach or other failure to perform this Agreement.

13. Entire Agreement: This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing and executed by duly authorized representatives of the Parties hereto.

14. Binding: Licensee and Licensor hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of Licensor and Licensee in the event the Licensor agrees to an assignment of the Agreement.

15. Authority: The undersigned hereby acknowledge and represent that they have legal authority to bind the Party for whom they are executing this Agreement.

16. Applicable Law: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement. The Parties understand and agree that, in the event of any litigation that may arise under this Agreement, jurisdiction and venue shall lie in the District Court of El Paso County, Colorado.

17. Execution: This Agreement, including facsimile copies of this Agreement, may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event facsimile copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

18. Recording: This Agreement shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.

IN WITNESS WHEREOF, Licensors and Licensee have executed this Agreement as of the day and year first above written.

ATTEST:

LICENSOR:
BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Steve Schleiker
County Clerk and Recorder

By: _____
Cami Bremer, Chair

APPROVED AS TO FORM:

By: _____
County Attorney's Office

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

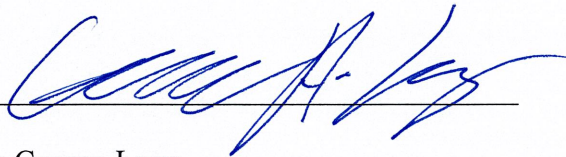
The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as Chair of the Board of County Commissioners of El Paso County, Colorado, and as attested to by Steve Schleiker, County Clerk and Recorder.

WITNESS my hand and official seal.

My Commission Expires: _____.

Notary Public

LICENSEE:
RETREAT METROPOLITAN DISTRICT

By: 

Name: George Lenz

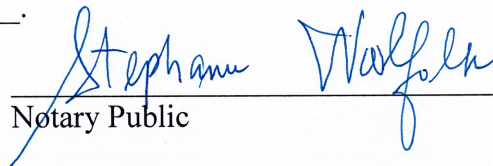
Title: President

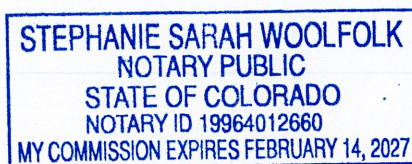
STATE OF COLORADO)
) S.S.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 25th day of July, 2024, by George Lenz, as President of the Retreat Metropolitan District a quasi-municipal entity and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My Commission Expires: 2-14-27.


Notary Public



APPENDIX A



JOB NO.1185.30-01R5
JULY 25, 2024
PAGE 1 OF 3

619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903

LEGAL DESCRIPTION: RETREAT AT TIMBERRIDGE FILING NO. 3

A PARCEL OF LAND BEING A PORTION OF SECTIONS 21, 22, 27 AND 28, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.68 FEET.

COMMENCING AT THE CENTER-EAST 1/16 CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF POCO ROAD AS PLATTED IN RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE N09°49'11"E, A DISTANCE OF 2334.95 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF VOLLMER ROAD AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430, SAID POINT BEING THE NORTHWESTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 2 RECORDED UNDER RECEPTION NO. 222715015, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N21°41'10"E, ON THE EASTERLY RIGHT OF WAY LINE OF SAID VOLLMER ROAD, A DISTANCE OF 342.36 FEET TO A POINT ON THE SOUTHWESTERLY CORNER OF ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431;

THENCE N89°40'23"E, ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431, A DISTANCE OF 761.52 FEET TO THE SOUTHEASTERLY CORNER OF SAID ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431 SAID POINT BEING ON THE EAST LINE OF SAID SECTION 28;

THENCE N00°52'58"W, ON THE EASTERLY LINE OF SAID ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431 AND THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431 SAID POINT BEING THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE N00°37'14"W, ON THE EASTERLY LINE OF SAID ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431 AND THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 30.00 FEET TO THE NORTHEASTERLY CORNER OF SAID ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431;

THENCE S89°40'23"W, ON THE NORTHERLY RIGHT OF WAY LINE OF SAID ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431, A DISTANCE OF 736.82 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID VOLLMER ROAD AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430;

THENCE N21°41'10"E, ON THE EASTERLY RIGHT OF WAY LINE OF SAID VOLLMER ROAD AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430, A DISTANCE OF 113.86 FEET;

THENCE S68°26'02"E, A DISTANCE OF 147.97 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 21°53'35", A RADIUS OF 560.00 FEET AND A DISTANCE OF 213.98 FEET TO A POINT OF TANGENT;

THENCE N89°40'23"E, A DISTANCE OF 347.83 FEET;

THENCE N88°38'55"E, A DISTANCE OF 1330.71 FEET;

THENCE S00°54'30"E, A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE S00°54'30"E, A DISTANCE OF 1447.63 FEET TO THE NORTHEASTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 2 RECORDED UNDER RECEPTION NO. 222715015;

THENCE ON THE NORTHERLY AND EASTERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 2 THE FOLLOWING SEVEN (7) COURSES:

1. N77°00'00"W, A DISTANCE OF 251.41 FEET;
2. S07°30'00"E, A DISTANCE OF 198.00 FEET TO A POINT ON CURVE;

N:\118530\LEGALS\01R5-118530BNDY 24-7-25\01R5-118530BNDY 24 7-25.docx

- 3. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S07°30'00"E, HAVING A DELTA OF 83°24'30", A RADIUS OF 55.00 FEET AND A DISTANCE OF 80.07 FEET TO A POINT OF TANGENT;
- 4. S00°54'30"E, A DISTANCE OF 28.43 FEET;
- 5. S89°05'30"W, A DISTANCE OF 150.00 FEET;
- 6. S05°57'53"W, A DISTANCE OF 241.74 FEET;
- 7. S19°50'00"W, A DISTANCE OF 225.69 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1;

THENCE ON THE NORTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 THE FOLLOWING TWO (2) COURSES:

- 1. N71°41'17"W, A DISTANCE OF 83.46 FEET;
- 2. N53°22'30"W, A DISTANCE OF 243.17 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 2;

THENCE ON THE EASTERLY AND NORTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 2 THE FOLLOWING TWENTY (20) COURSES:

- 1. N36°37'30"E, A DISTANCE OF 10.00 FEET;
- 2. N53°22'30"W, A DISTANCE OF 150.00 FEET;
- 3. N36°37'30"E, A DISTANCE OF 200.00 FEET;
- 4. N35°37'50"E, A DISTANCE OF 108.98 FEET;
- 5. N27°50'00"E, A DISTANCE OF 94.45 FEET;
- 6. N19°43'22"E, A DISTANCE OF 95.70 FEET;
- 7. N18°00'00"E, A DISTANCE OF 100.00 FEET;
- 8. N17°19'01"E, A DISTANCE OF 103.72 FEET;
- 9. N03°30'00"E, A DISTANCE OF 107.28 FEET;
- 10. N16°19'41"W, A DISTANCE OF 155.30 FEET;
- 11. N41°00'00"W, A DISTANCE OF 256.15 FEET;
- 12. N00°00'00"E, A DISTANCE OF 208.46 FEET;
- 13. N86°05'18"W, A DISTANCE OF 253.40 FEET;
- 14. N90°00'00"W, A DISTANCE OF 378.68 FEET;
- 15. N12°00'00"E, A DISTANCE OF 183.00 FEET;
- 16. N78°00'00"W, A DISTANCE OF 490.00 FEET;
- 17. S12°00'00"W, A DISTANCE OF 307.77 FEET TO A POINT ON CURVE;
- 18. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S68°21'36"W, HAVING A DELTA OF 114°51'36", A RADIUS OF 60.00 FEET AND A DISTANCE OF 120.28 FEET TO A POINT ON CURVE;
- 19. N46°30'00"W, A DISTANCE OF 243.59 FEET;
- 20. N68°18'50"W, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 44.349 ACRES.

LEGAL DESCRIPTION STATEMENT:

I, ROBERT L. MEADOWS, JR., A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

ROBERT L. MEADOWS, JR, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 34977
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS, LLC

DATE

APPENDIX B



PRODUCT OVERVIEW



Applications:

Streetscapes
Walkways
Pathways
Parks

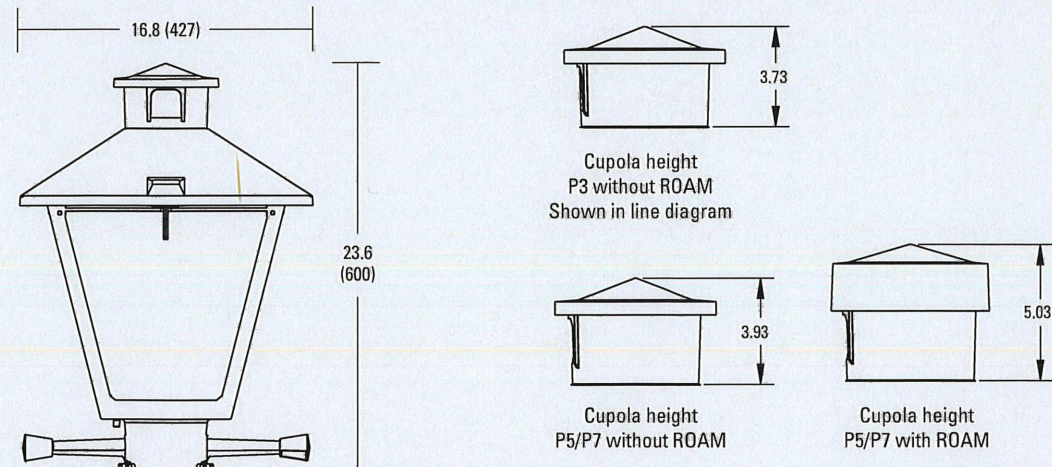
American Revolution LED Series 247L

Features:

- Die-cast aluminum housing and hood for long-life performance
- Die-cast trigger latch (TL) and captive thumb screws option available for easy access to internal components
- Optical assembly designed for maximum performance, available in Type II, Type III and Type V
- Hinged hood and captive thumb screws provision afford quick, easy access to electrical and optical area for servicing
- Splitter with three set screws allows secure installation to pole sizes 2-3/8" or 3" O.D.
- Surge protection device (standard) exceeds ANSI C82.41 Category C1 criteria (surge tested at 10kV/5kA)
- Complies with ANSI: C136.2, C136.10, C136.15
- CSA listed and suitable for up to 30°C ambient
- Rated L70, LED life greater than 100,000 hours at 25°C
- Replaces up to 150W HPS light source incumbent models
- LED electronic 0V-10V dimmable driver
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/DPL to confirm which versions are qualified.

MVEA SPEC * 247L 10LEDE10 MVOLT 4K RS AY PCLL

DIMENSIONS



Effective Projected Area (EPA)
The EPA for the American Revolution Series 247 is 1.8 sq. ft.
P5 or P7 option total height is 24.9 (603).

All dimensions are inches (millimeters) unless otherwise noted.

AEL American
Electric
Lighting

American Revolution LED Series 247L

ORDERING INFORMATION

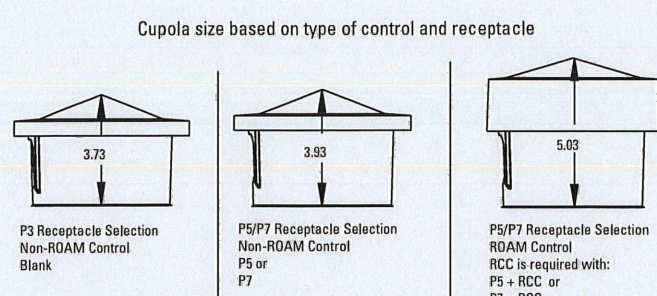
Example: 247L 20LEDE10 MVOLT 4K RS AY

Series	Performance Package	Voltage	Color Temperature (CCT)
247L American Revolution LED	20LEDE10 20 Chips, 1050 mA Driver, 72 input watts 20LEDE10 20 Chips, 700 mA Driver, 45 input watts 10LEDE10 10 Chips, 1050 mA Driver, 36 input watts 10LEDE10 10 Chips, 700 mA Driver, 25 input watts 10LEDE10 10 Chips, 525 mA Driver, 18 input watts 10LEDE30 10 Chips, 350 mA Driver, 13 input watts	MVOLT Multi-volt, 120-277V 247 247V 480 480V	3K 3000K 4K 4000K 5K 5000K

Distribution	Optics	Options
R2 Type II R3 Type III R5 Type V	AY Acrylic PY Polycarbonate	Paint (blank) GY Gray DB Dark Bronze WH White BZ Bronze Photocontrol (blank) 3 pin NEMA Photocontrol Receptacle (standard) NR 2 No Photocontrol Receptacle PS 2 5 pin NEMA Photocontrol Receptacle (diminable driver included) P7 2 7 pin NEMA Photocontrol Receptacle (diminable driver included) PCLL 15 Solid State Long Life Photocontrol PCSS 15 Not CSA Listed Solid State Long Life Photocontrol (120-277V)

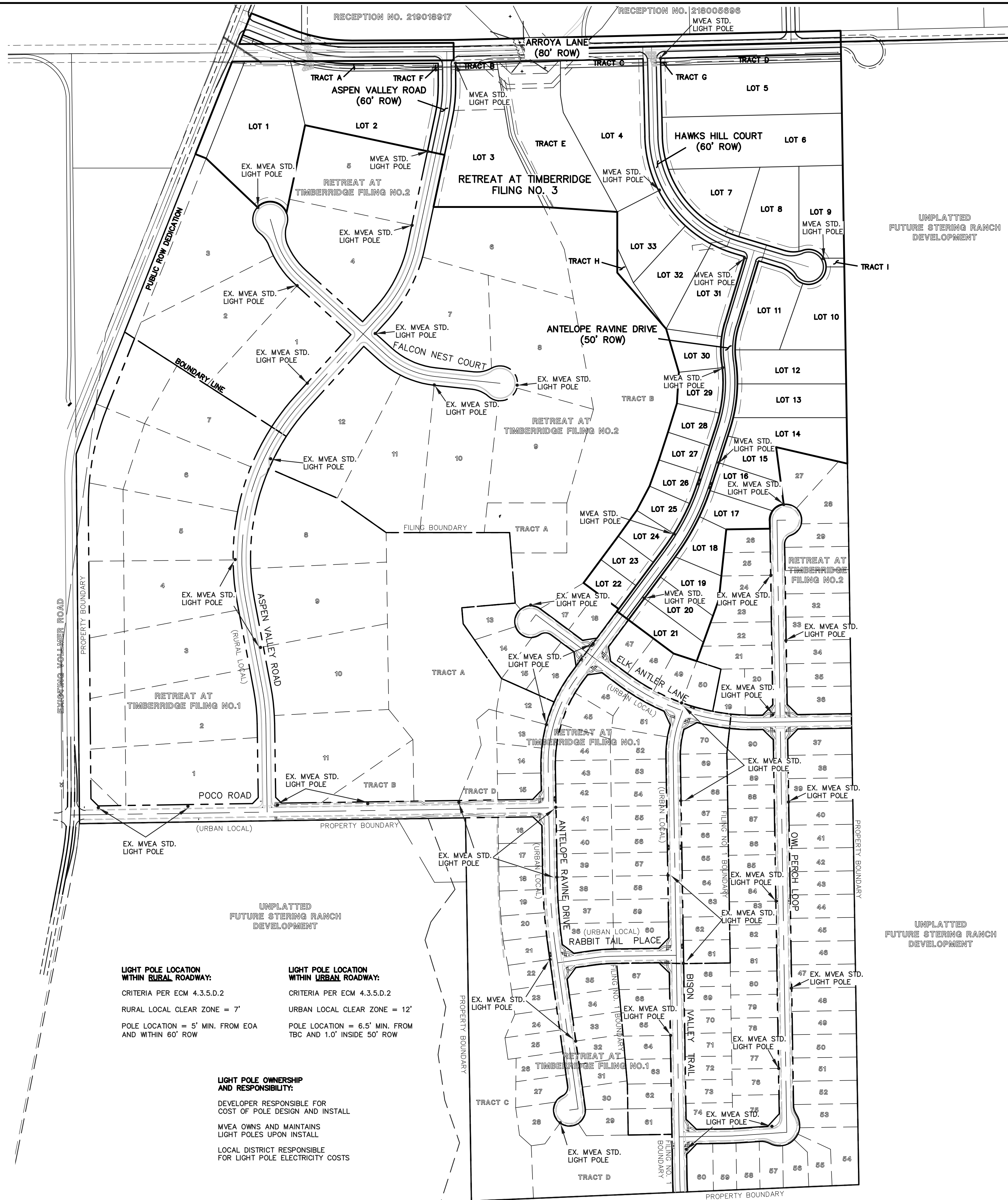
Notes:

- Other colors available, please contact factory
- PC and SH not available with NR option
- Taller cupola cover (RCC) is required when used with ROAM or other similar wireless monitoring control systems
- Standard fixture model "Tail On"
- Photocontrols supplied with ANSI Standard Turn-On levels
- XL option is required
- Ships with unit, field installed
- Required when using ROAM or other similar wireless monitoring control systems



AEL American
Electric
Lighting
All Headquarters, 3025 Columbus Road, Greenville, OH 45603
www.american-electric-lighting.com
© 2017 Acuity Brands Lighting, Inc. All Rights Reserved. 01/26/17

Warranty Five-year limited warranty. Complete warranty terms located at www.ael.com/resources/customerresources/terms_and_conditions.aspx
Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.
Please contact your sales representative for the latest product information.



LIGHT POLE LOCATION WITHIN RURAL ROADWAY:

CRITERIA PER ECM 4.3.5.D.2

RURAL LOCAL CLEAR ZONE = 7'

POLE LOCATION = 5' MIN. FROM EOA
AND WITHIN 60' ROW

LIGHT POLE LOCATION WITHIN URBAN ROADWAY:

CRITERIA PER ECM 4.3.5.D.2

URBAN LOCAL CLEAR ZONE = 12'

POLE LOCATION = 6.5' MIN. FROM
TBC AND 1.0' INSIDE 50' ROW

LIGHT POLE OWNERSHIP AND RESPONSIBILITY:

DEVELOPER RESPONSIBLE FOR
COST OF POLE DESIGN AND INSTALL

MVEA OWNS AND MAINTAINS
LIGHT POLES UPON INSTALL

LOCAL DISTRICT RESPONSIBLE
FOR LIGHT POLE ELECTRICITY COSTS

48 HOURS BEFORE YOU DIG,
CALL UTILITY LOCATORS
811

UTILITY NOTIFICATION CENTER OF COLORADO
IT'S THE LAW

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE
SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR
SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING
UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL
BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH
MIGHT BE CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND
PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NO. REVISION

DATE

REVIEW:

PREPARED UNDER MY DIRECT SUPERVISION FOR AND ON BEHALF OF
CLASSIC CONSULTING ENGINEERS AND SURVEYORS, LLC

MARC. A. WHORTON, COLORADO P.E. #37155 DATE

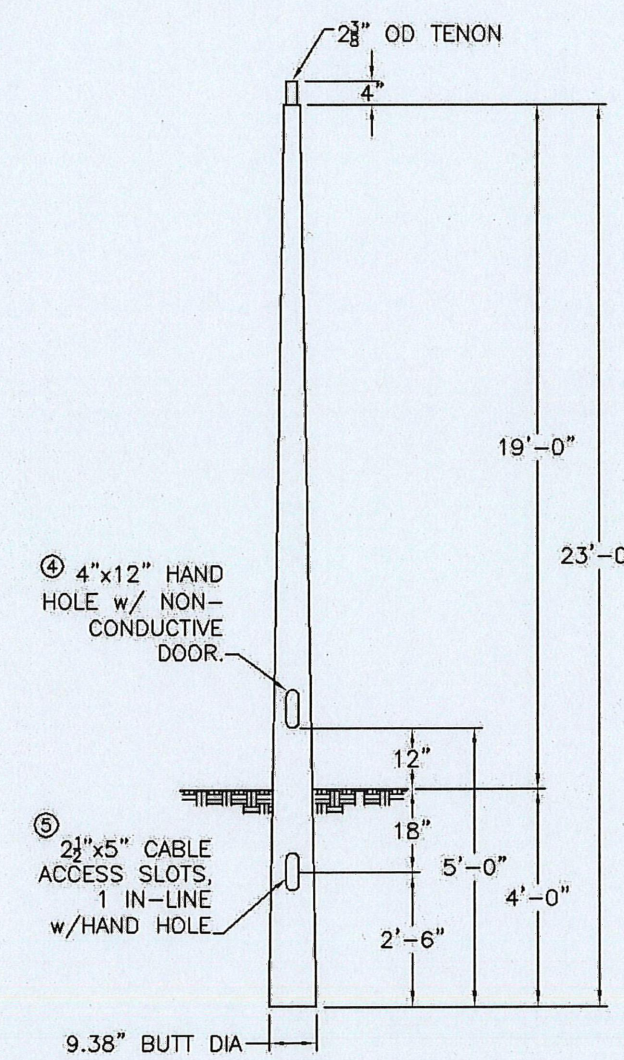
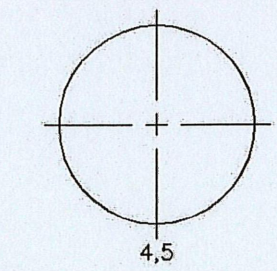
CLASSIC
CONSULTING

619 N. Cascade Avenue, Suite 200 (719)785-0790
Colorado Springs, Colorado 80903 (719)785-0799(Fax)

RETRAIT AT TIMBERIDGE FILING NO. 3
CONSTRUCTION PLANS
STREET LIGHT POLE LOCATION PLAN

DESIGNED BY	PRA	SCALE	DATE	11-22-2022
DRAWN BY	PRA	(H) 1" = 200'	SHEET	11 OF 19
CHECKED BY		(V) 1" = N/A	JOB NO.	1185.30

ORIENTATION VIEWED
FROM TOP OF POLE



CMT
143 Wood Street
Salem, SC 29154
800-414-6279
www.cmtusa.com

MOUNTAIN VIEW

CAT. NO.: TB23-D-50-3-H-T238

QUANTITY:	JOB NUMBER:	SPECS:	WIND VEL.: 100@1.3
P.O. NUMBER:	APPD BY:	TOT. LENGTH: 23'-0"	LUM. WEIGHT: 50 lbs.
REV. DATE BY	REMARKS	EMBED. DEPTH: 4'-0"	LUM. EPA: 3.50 sq.ft.
QUOTE:		TIP WIDTH: 4.41"	STATIC DEFL.:
		WEIGHT: 50 lbs.	TOTAL DEFL.:
		DRAWN BY: PLF	DATE: 01/16/2017



200 100 0 200 400

SCALE: 1" = 200'