

CROSSING AGREEMENT

1. **PARTIES.** The parties to this Agreement are the New Brantner Extension Ditch Company, a Colorado mutual Canal company ("New Brantner"), and Adams County (the "Licensee"). New Brantner and Licensee are jointly referred to as the Parties.

2. **RECITALS.** The Licensee desires to obtain the permission of New Brantner for the installation of two (2) sixteen feet by six feet (16' x 6') concrete box culverts to support two (2) road way crossings of the Brantner Canal. Specifically, the center point of the north crossing is located N11°04'26"W a distance of 1515.62LF from the Southeast corner of Section 33, Township 1 South, Range 67 W of the Sixth Principal Meridian, Adams County, Colorado and the center point of the south crossing is located N42°25'06"W a distance of 1075.47LF from the Southeast corner of Section 33, Township 1 South, Range 67 W of the Sixth Principal Meridian, Adams County, Colorado. Licensee owns or has acquired the right to utilize property at the aforementioned locations depicted more specifically in the attached **EXHIBIT A – Vicinity Map**. New Brantner agrees to permit the proposed installation, subject to the terms, conditions, covenants and agreements set forth in this Agreement. Accordingly, in consideration of the mutual promises set forth in this Agreement, the Parties covenant and agree as follows:

3. CONSTRUCTION.

3.1 Pursuant to the terms of this Agreement, the Licensee is granted a license to install the above referenced sixteen feet by six feet (16' x 6') concrete box culverts and cross the Canal during this single event at two (2) locations with a roadway crossing/bridge and up to five (5) sleeves for utilities within the same footprint of each crossing for the purpose of accessing and providing utilities to the Riverdale Animal Shelter (the "Installation") pursuant to the plans and specifications approved by New Brantner and attached as **EXHIBIT B – Ditch Crossing Design with Addendum**. New Brantner's review of the plans and specifications is solely for its own benefit and creates no obligation on New Brantner. No use of the ditch right of way is approved in this agreement beyond the aforementioned Installation.

3.2 There shall be no disturbance or damage made to the Canal, bottoms, sides, banks, and associated eighty foot (80') easement. Should any disturbance occur to the canal, bottoms, sides, banks or easement, repairs shall be made immediately (or as soon as practical) such that any area impacted shall be restored to their original condition so the flow of water in the Canal runs at the original amount and velocity. Any and all existing fencing and other facilities appurtenant to New Brantner's easement shall be replaced in a condition at least equal to the condition of such facilities and appurtenances prior to construction. No above ground structures shall be erected in the Canal easement other than the Installation. The Ditch Company President and Ditch Superintendent should be contacted immediately should any damage or disturbance occur.

3.3 The Licensee shall not spill any dirt, debris or other foreign material into the Canal. In the event that dirt, debris or other foreign material is spilled into the Canal, the Licensee agrees to completely clean the affected portions of the Canal.

3.4 The Licensee agrees that the Installation shall proceed expeditiously and with reasonable diligence from the commencement of construction to its completion. The Installation shall commence and be fully completed before March 15, 2019. If the Installation has not been commenced by March 15, 2019, this Agreement expires and is of no force or effect. Under no circumstances shall any construction activity take place in the ditch proper or under the ditch between March 15th and November 1st of 2018 or of any other year should the terms of this agreement be extended.

3.5 If the Licensee's construction or maintenance interrupts New Brantner's water supply for any reason, the Licensee shall pay as liquidated damages the amount of \$1,500.00 per day, until such time as Brantner's full diversions and deliveries to all shareholders on the system can resume.

3.6 Licensee is responsible, at its own expense, for obtaining all local, state and federal permits or approvals and for compliance with all local, state and federal laws and regulations including but not limited to land use and environmental laws and regulations, and specifically including the Endangered Species Act, prior to beginning construction or maintenance operations. Licensee shall, to the extent allowed by law, indemnify New Brantner for any and all costs, damages, fines and fees, including reasonable attorneys' fees incurred by New Brantner as a result of Licensee's failure to obtain such permits or approvals or failure to comply with all applicable laws and regulations.

3.7 The term of this license shall be perpetual so long as the terms herein are complied with.

3.8 Neither the installation, nor any portion of the Licensee's project in the area described above shall allow any storm or flood water to enter the Brantner Ditch during construction or at any time thereafter. Licensee has agreed to install a force main to take storm water away from the ditch using pumps and to bypass the ditch with all produced storm water as depicted on **EXHIBIT C – Limits of Developed Area** New Brantner will be included in the review of the storm water plans as they are developed to ensure no portion of the developed stormwater will enter the Brantner Ditch.

4. **LICENSE FEE.** Licensee shall pay to New Brantner a license fee of \$25,000 at the time of execution of this Crossing Agreement. This license fee shall be in addition to any other costs for which the Licensee is responsible pursuant to this Agreement including attorney and engineering fees as mentioned in ¶6.

5. **INSPECTION.**

5.1 The Licensee shall notify New Brantner at least five (5) days prior to the commencement of the installation or repair of the installation, permitted by the Agreement,

except for emergency repairs which are provided for in ¶7 of this Agreement. New Brantner is permitted to inspect the Installation or repairs to the Installation during construction. Upon completion of the installation or repairs to the Installation, New Brantner may inspect the Installation.

5.2 New Brantner's right to inspect the Licensee's Installation or repairs to the Installation in no way relieves the Licensee of its liability for improper installation. New Brantner's inspection is solely for the benefit of New Brantner and creates no obligation to New Brantner.

6. REIMBURSEMENT OF EXPENSES.

6.1 The Licensee agrees to reimburse New Brantner (or pay directly) for all reasonable engineering and legal costs incurred by New Brantner in preparing and approving this Agreement and the costs of inspection as described in ¶5. Costs chargeable to the Licensee shall be paid within 30 days of the billing date.

6.2 Statements for the costs chargeable to the Licensee hereunder will be forwarded to the Licensee and the same shall be paid to New Brantner.

7. MAINTENANCE.

7.1 The Licensee specifically agrees and pledges to clean, maintain, and repair the Installation described in **EXHIBIT A** so as to allow the free and un-impeded flow of water through the installation and not to require New Brantner to clean, maintain, or repair it. If the Licensee fails to properly clean, maintain, or repair any portion of the Installation for which it is responsible after ten days' notice of the need for same, New Brantner may, at its own option, conduct its own maintenance, repair, or removal of the Installation, and the Licensee shall reimburse New Brantner for the cost of such work within 30 days. In the event the Licensee fails to clean, maintain, or repair the Installation, it shall be held liable for any loss, damage, or injury to New Brantner. If New Brantner conducts its own maintenance, repair, or replacement, it does not waive the right to hold Licensee liable for damages caused by the Licensee's failure to maintain, repair, or replace.

7.2 In the event of an emergency, New Brantner or the Licensee may conduct maintenance or repair immediately, giving notice to the other party as soon as possible at the emergency contacts identified in ¶11. If New Brantner conducts emergency work, it shall be reimbursed for the cost of the work. Under no circumstances shall New Brantner be responsible or held liable for damages to the installation resulting from the maintenance or repair to the Canal.

8. **WATER LOSS.** The Licensee agrees that the Installation will not increase carriage or transit loss over the loss which occurred historically. The Licensee agrees to compact earth materials so that such additional water losses will not occur. If the Licensee's Installation increases carriage or transit loss in the Canal, the Licensee agrees to repair the construction to prevent such additional loss.

9. **LIABILITY.** By virtue of entering into this Agreement, New Brantner; (1) assumes no liability for the use, operation, or existence of the Licensee's installation; and (2) assumes no additional responsibilities or obligations related to the Licensee's future or additional activities in the area described in **EXHIBIT A** which are required by this Agreement.

10. **EASEMENT RIGHTS.** The License granted to the Licensee herein in no way restricts New Brantner's right to the use of its easement to construct, operate or maintain all existing structures and facilities of the Canal.

11. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notices shall be deemed to have been given when deposited in the U.S. mail.

CANAL COMPANY:

New Brantner Extension Ditch Company
P.O. Box 739
Ft. Lupton, Colorado 80621

COPY TO:

Law Offices of Brice Steele, P.C.
Attn. Brice Steele, Esq.
25 South 4th Avenue
Brighton, Colorado 80601

LICENSEE:

Adams County Fleet & Facilities Management
Land & Asset Coordinator
4430 S. Adams County Parkway
Brighton, Colorado 80601

12. **WAIVER OF BREACH.** The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

13. **EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated into this Agreement for all purposes.

14. **ATTORNEYS' FEES.** If any party breaches this Agreement, the breaching party shall pay all of the non-breaching party's reasonable attorneys' fees and costs in enforcing this Agreement through legal proceedings.

Signature pages to follow

CANAL COMPANY

By: 

Title: Board President

Date: Aug 6, 2018

ATTEST:

By: 

Title: Secretary

LICENSEE

By _____
Signature

Name

Title

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 20____, by _____ as _____ for _____.

Witness my hand and official seal.

My commission expires: _____.

By _____
Notary Public

APPROVED AS TO FORM
COUNTY ATTORNEY

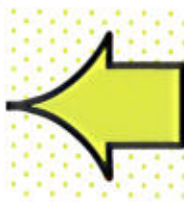
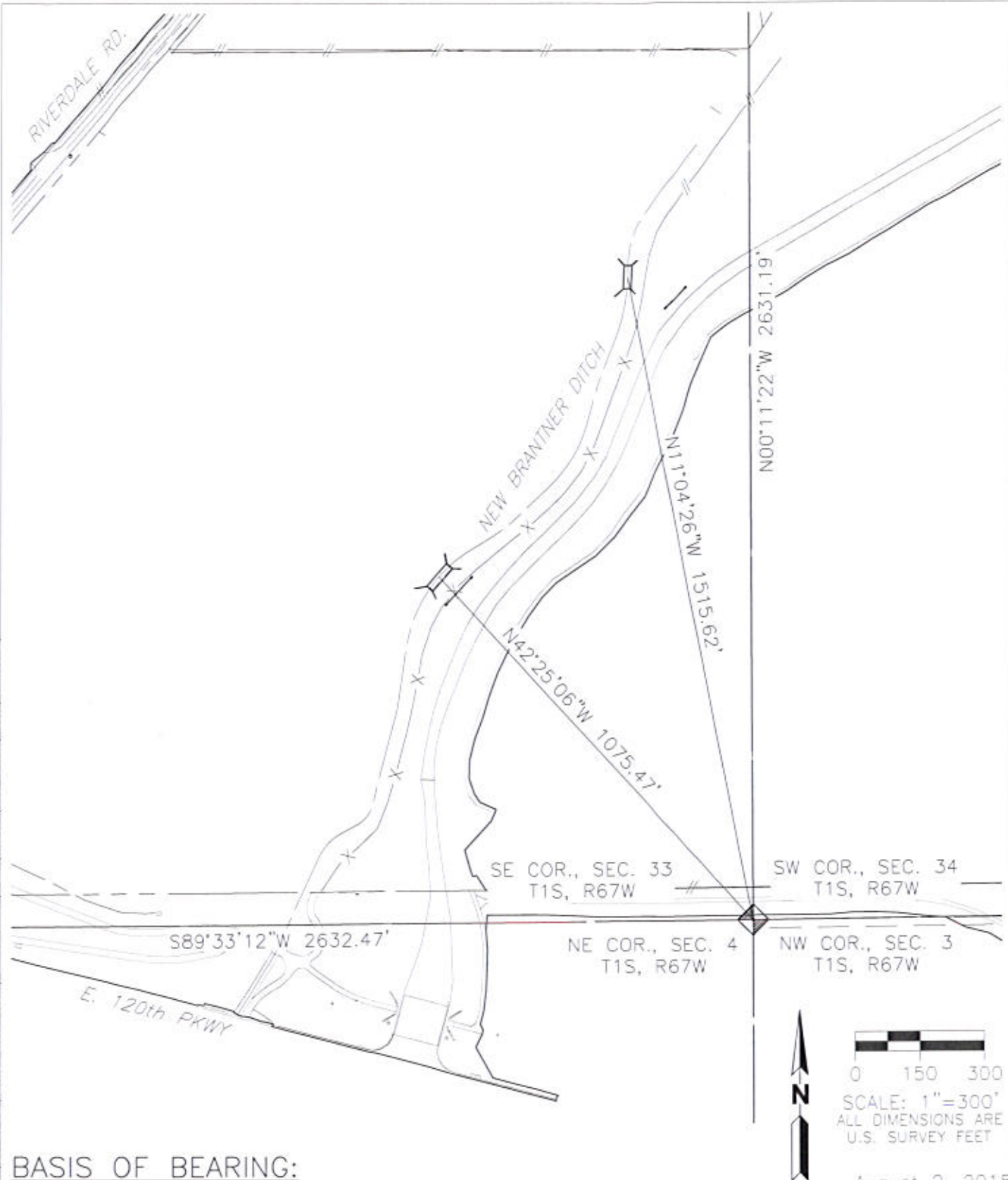



EXHIBIT A
DITCH CROSSINGS - VICINTY MAP

May 24, 2018



DRAWING LOCATION: \\mccm\cadd\civil\CHALLENGER\16-0747-Adams County Animal Shelter\PLANS\X-BR105\16-0747-Adams County Animal Shelter_Survey_Control.dwg



BASIS OF BEARING:

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF SOUTHEAST QUARTER OF SECTION 33 ASSUMED TO BEAR N89°33'12\"E AND BEING MONUMENTED BY A FOUND 3-1/4\" ALUMINUM CAP IN RANGE BOX PLS #36053 AT THE SOUTH QUARTER CORNER AND A FOUND 2-1/4\" ALUMINUM CAP PLS #36053 AT THE SOUTHEAST CORNER.

August 2, 2018

MARTIN/MARTIN
CONSULTING ENGINEERS

12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100 MARTINMARTIN.COM

DEERE & AULT
CONSULTANTS, INC.

August 13, 2018

Ms. Dawn Jewell
New Brantner Extension Ditch Company
P.O. Box 185
Fort Lupton, Colorado 80621

Re: Riverdale Animal Shelter Ditch Crossings; D&A Job No. CG-0283.007.00

Dear Ms. Jewell:

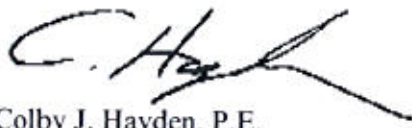
Revised plans for the Riverdale Animal Shelter Ditch crossings dated August 8, 2018 have been submitted for review. This plan set was provided in response to our June 22, 2018 review letter. A copy of the plan set is attached for reference.

The revised plans have adequately addressed the comment listed in our June 22, 2018 letter. The June 22nd letter also outlined additional items which are to be provided and addressed as a separate agreement(s).

Please call with any questions or concerns you may have.

Sincerely,

DEERE & AULT CONSULTANTS, INC.



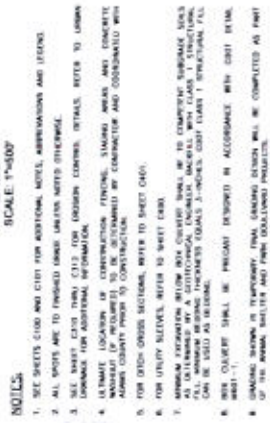
Colby J. Hayden, P.E.
Principal

CJH:em

Attachments

Q:\0283 Brantner Ditch\0283.007 Riverdale Animal Clinic\Review 5 Ltr Docs

MARTIN/MARTIN
CONSULTING AND DESIGN

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1. 5. 1



1-11

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collected between the precipitation onset and 15 days after onset. The mean rainfall was 144 mm (range 100–180 mm) during the study period. The mean temperature was 27.5°C (range 25–30°C). The mean humidity was 75% (range 60–90%). The mean wind speed was 1.5 m/s (range 0–3 m/s). The mean relative humidity was 75% (range 60–90%). The mean wind speed was 1.5 m/s (range 0–3 m/s). The mean relative humidity was 75% (range 60–90%).

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3. *What is the main idea of the text?*
4. *What is the author's main argument?*
5. *What is the author's conclusion?*



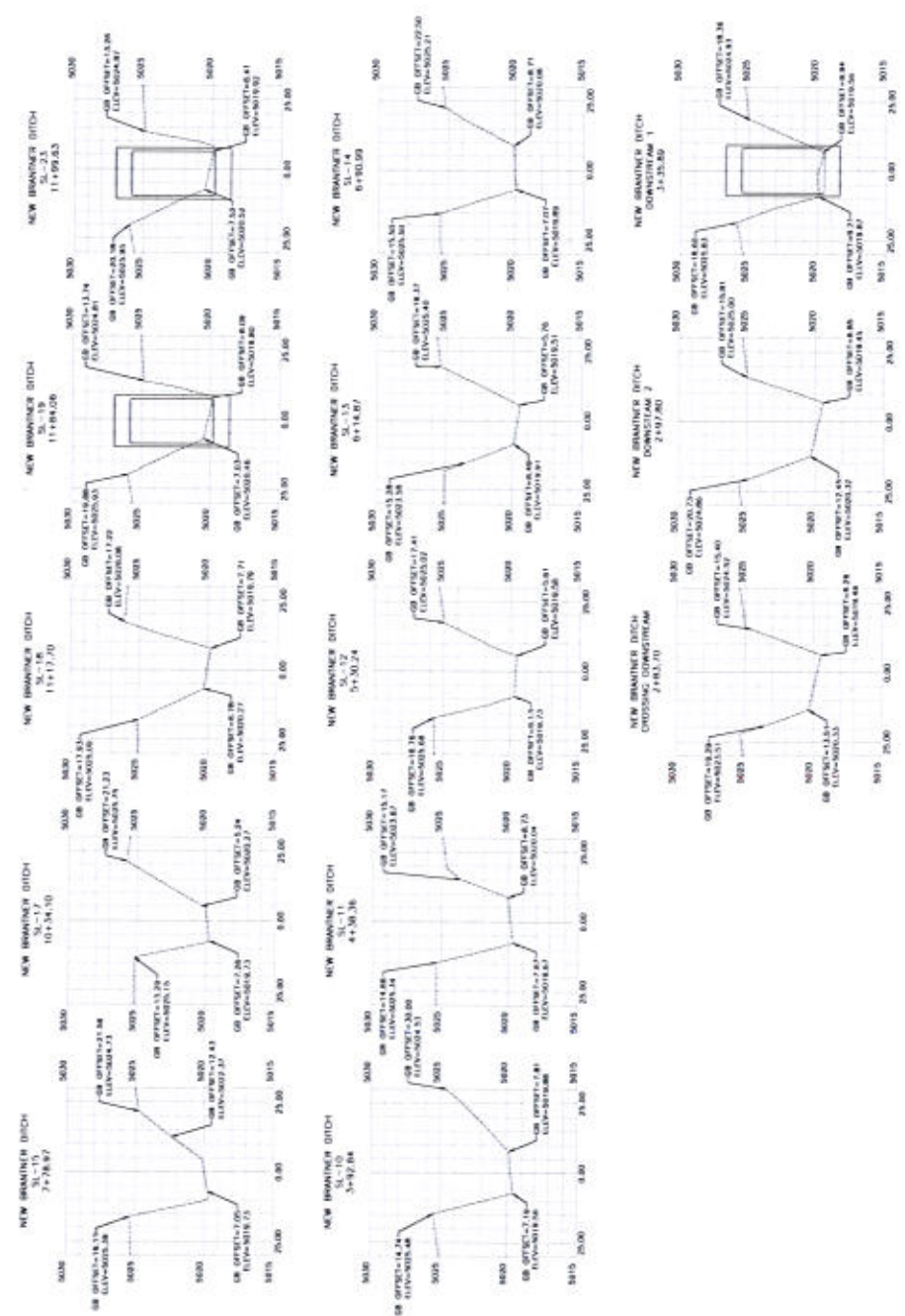
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 (22/Nov/2016) 30/Nov.

EXTENDING TECHNOLOGICAL SKILLS BASE TRAINING FROM THE REGIONAL LEVELS

Copyright © 2017 by Martin/Martin, Inc. January 30, 2017.



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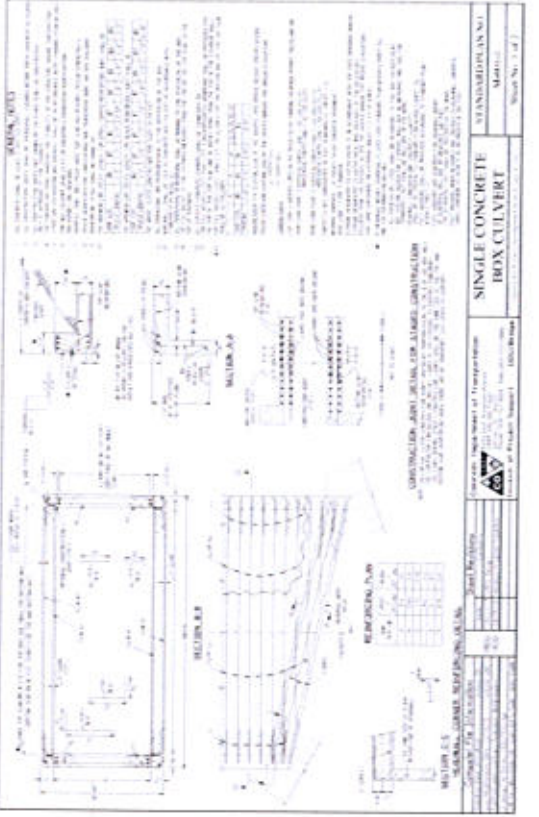
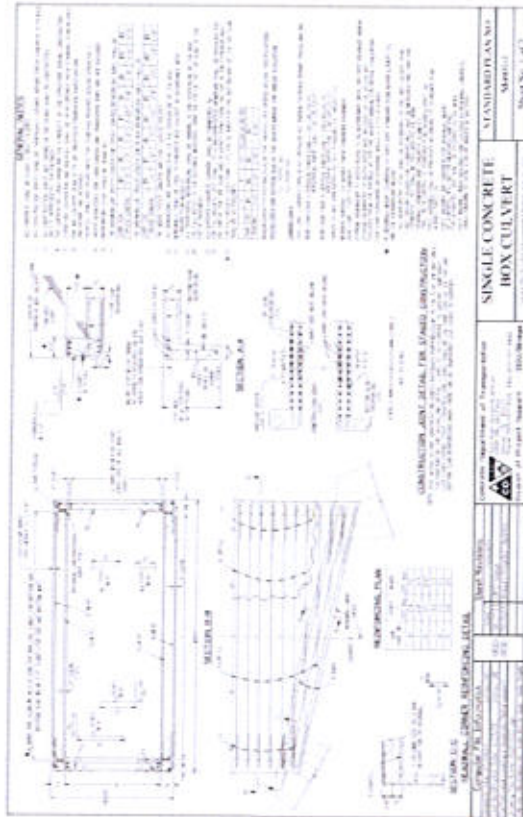
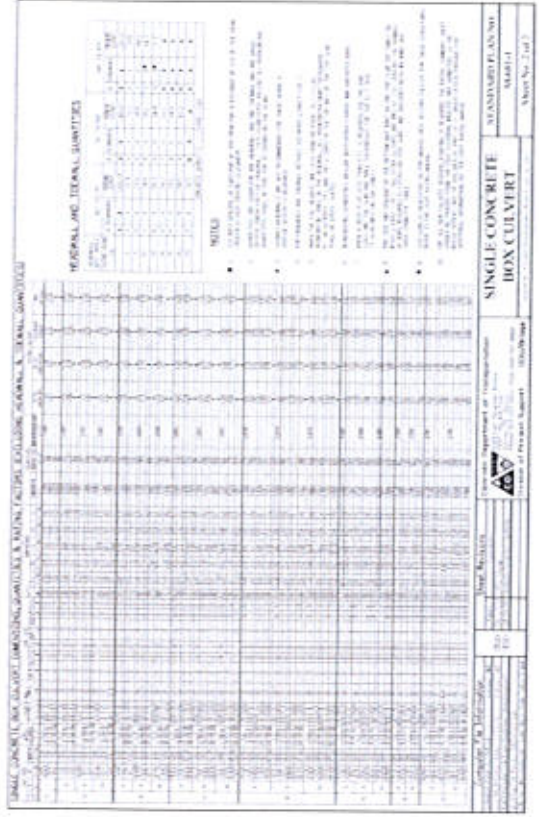
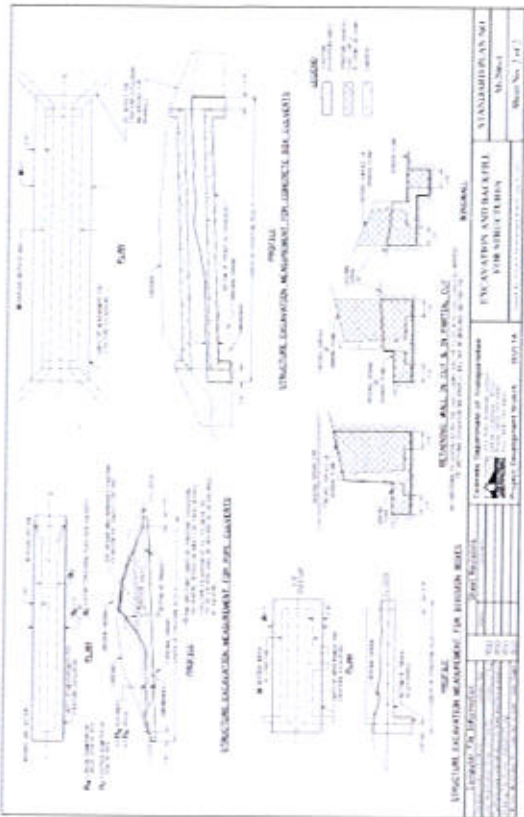
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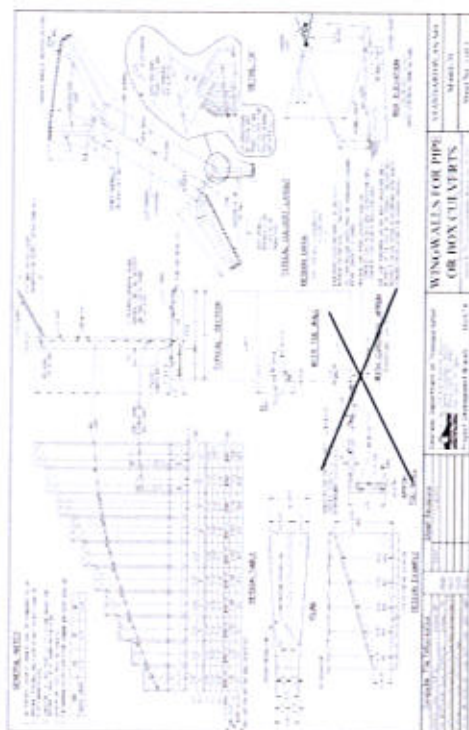
Job Number: 18-0747
 Project: CLARK, JAMES
 Design: CLARK, JAMES
 Check: M. SCHMIDTKE
 Date: 10/1/18

1. ROAD / Bridge on
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 10. ROADWAY, S.

RIVERDALE ANIMAL SHELTER
 DITCH CROSSING
 DETAIL SHEET
 FOR REVIEW ONLY

MARTIN/MARTIN
 CONSULTING AND DESIGN
 1200 WEST 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 303.733.1111



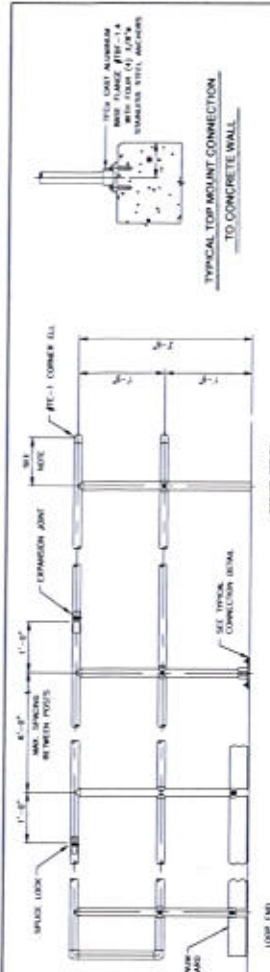


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				in the WEIR (FT)	in (FT)						
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2	PERFECT	5.0	20.1	18.4	8.7	42.5	40.0	140	-	3.0	YES
3	PERFECT	5.0	23.8	20.7	8.6	36.0	40.0	140	-	3.0	YES
4	PERFECT	5.0	23.8	19.8	8.6	51.0	24.0	140	-	3.0	YES

INTERNAL FOOTINGS SHOWN IN SECTION FOR INFORMATION ONLY. WALLS ARE TO BE CONSTRUCTED PER COOT W-801-20.

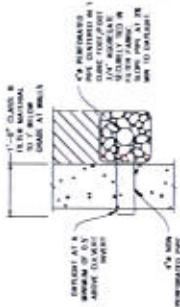
THE SETTING OF A CONCRETE RETAINING WALL, OF ANY TYPE, TO BE CONSTRUCTED AT ANY ONE LOCATION, THE MAJOR PART OF WHICH IS TO BE SETTING THE SHAPES FOR THE WALL AND PROVIDE PHYSICAL LABORATORY TESTS TO CONFORM TO CODE.

WALL, RAILINGS SHALL BE FABRICATED AND CONSTRUCTED TO MEET WITH TEST SPECIFICATION 853100 AND (SEE DRAWING) OTHER SPECIFICATIONS.

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GUARDRAIL DESIGN SPECIFICATIONS

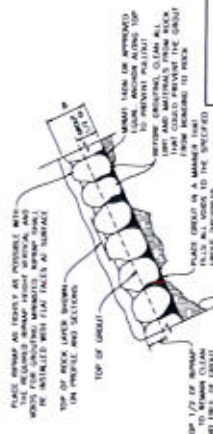
1. DIMENSIONS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE DRAWING. THE MAXIMUM ALLOWED TOLERANCE SHALL NOT EXCEED 24 PER CENT FOR EACH DIMENSION.
2. THE HANDLING SHALL BE MADE OF STEEL, AND THE COMPONENT PARTS SHALL BE OF ALL THE REQUIRED AND MAY ALSO BE SUBSTITUTED BY OTHERS OF THE SAME CHARACTERISTICS, PROVIDED THAT THEY ARE OF THE SAME QUALITY AND MECHANICAL PROPERTIES AS THE MATERIALS SPECIFIED IN THE DRAWING. THE HANDLING AND COMPONENTS MAY BE MANUFACTURED BY FORGING, FABRICATING OR WELDING (OR AN APPROPRIATE TECHNIQUE).
3. PAINTING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE DRAWING. THE PAINTING SHALL BE DONE IN SUCH A MANNER AS TO PROTECT THE STEEL FROM CORROSION.

[WINDWALL UNDER FLOOR DETAIL](#)

S. No.	Name of the respondent	Type of respondent		No. of respondents
		Male	Female	
1	Dr. J. K. Singh	1	0	1
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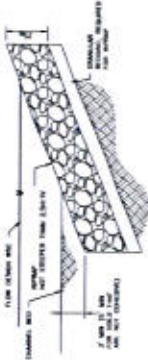
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RESEARCH DESIGN



VOICED GROUTED BOLLER PLACEMENT DETAIL

010



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REINFORCED CONCRETE BEAMS WITH FRP SHEATHING AND GFRP REINFORCEMENT

RIPRAP PLACEMENT

GROUT NOTES

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- [illegible]

TABLE 4.1

CLASSIFICATION AND LOCATION OF TREATMENT GROUP				
INTEGRAL CLASSIFICATION	TYPE	NUMBER OF TREATMENT GROUPS	WITNESSING GROUP	N ₀ [90%CI]
TYPE 1	70-100	1	1.0	g**
	20-50	2	0	
	2-10	2	0	
TYPE 2	70-100	1	1.0	g**
	20-50	9	0	
	2-10	1	0	
TYPE 3	70-100	1	1.0	1.0
	20-50	1	1.0	
	2-10	4	0	
TYPE 4	70-100	1	1.0	1.0
	20-50	3	0	
	2-10	1	0	
TYPE 5	70-100	1	1.0	g*
	20-50	1	0	
	2-10	1	0	

 $\sigma_{0,02} = \text{INITIAL PARTICULATE SIZE}$

TS M. and I. who saved humans. And we're here to protect
the world.

Project Manager: C. CLARK-SUNDBERG
Design By: D. BECK
Drawn By: D. BECK
Checked By: D. BECK
Date: 10/26/17
Scale: 1/8" = 1'-0"

RIVERDALE ANIMAL SHELTER
DITCH CROSSING

DETAIL SHEET

FOR REVIEW ONLY

MARTIN/MARTIN
CONSULTING ENGINEERS
1000 WEST 10TH AVENUE, SUITE 200
DENVER, CO 80202
WWW.MMM-ENGINEERS.COM

UNITEDPOWER

DITCH CROSSING
PRIMARY CONDUIT

FIGURE 101

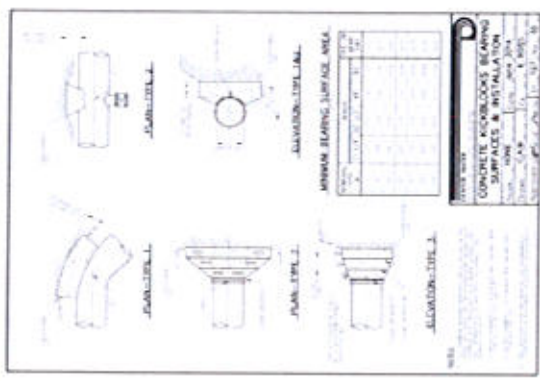


FIGURE 102

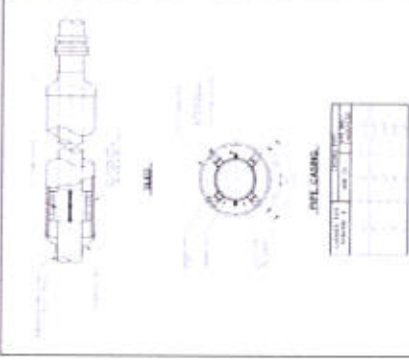


FIGURE 103

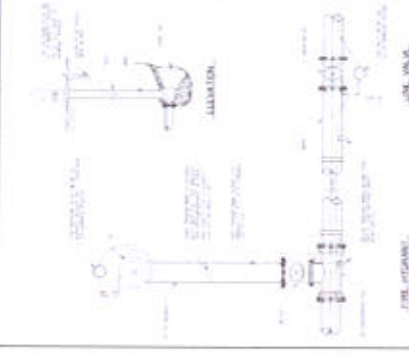


FIGURE 104

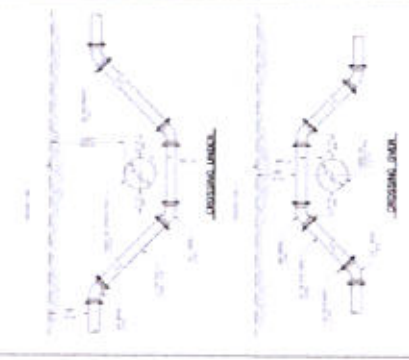


FIGURE 105

