

**PWQ Facilities Maintenance and Operations  
SH 224: Engineer Lake Trailhead PWQ  
Adams County  
Project No. S224A-003 (22299)  
Region 1 – vjm**

**SAP #: 331001935  
Routing #: 19-HA1-XC-00144**

## **INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 2019, and hereinafter referred to as the "Agreement," by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION ("State" or "CDOT"), and the ADAMS COUNTY, COLORADO, 4430 South Adams County Parkway, Brighton, Colorado 80601, CDOT Vendor #: 2000055 ("Local Agency"), each of which may also be referred to herein individually, as a "Party" and collectively as the "Parties."

This Agreement shall not be effective or enforceable until it is approved and signed by an authorized signatory of the Local Agency and the Governor of the State of Colorado or the Governor's designee (the "Effective Date").

## **RECITALS**

1. The Local Agency designed and constructed PWQ Facilities improvements by SH 224 at the Engineer's Lake Trailhead parking area near the junction of SH 224 and I-76 in Adams County, Colorado ("PWQ Facilities").
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. CDOT and Local Agency desire to enter into this Agreement to delineate their responsibilities for operating and maintaining the PWQ Facilities. CDOT understands and agrees that the Local Agency is willing to assume all maintenance obligations for all of the PWQ Facilities under this Agreement.
4. CDOT confirms that it has the authority to enter into this Agreement and that no state or federal laws or regulations have been violated by entering into this Agreement. CDOT's authority to enter into this Agreement exists pursuant to CRS § 43-1-106, 43-1-110, 43-1-201, et seq., 43-2-101, and CRS § 43-2-144. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

5. The Local Agency has the resources to perform the desired maintenance of and on the PWQ Facilities that it is responsible for maintaining under the provisions of this Agreement, and by its execution hereof agrees that it is duly authorized to enter into this contract.

6. These recitals are hereby incorporated into the terms of this Agreement.

## **DEFINITIONS**

1. “MS4”: a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):
  - a. owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act (“CWA”) that discharges to waters of the United States;
  - b. designed or used for collecting or conveying stormwater;
  - c. which is not a combined sewer; and
  - d. which is not part of a Publicly Owned Treatment Works (POTW). See 5 CCR 1002-61.2(62).
2. “Drainage Facilities” refers to the permanent facilities and improvements intended to capture, detain, convey, reduce and/or manage stormwater runoff. Examples include, but are not limited to, stormwater drain inlets and pipes, flood-control-only facilities, water control facilities designed for non-MS4 purposes (whether to meet TMDL/TMAL requirements or that do not meet MS4 design criteria), PWQ Stormwater Conveyance Facilities, and PWQ Facilities. Also referred to as Stormwater Facilities, Storm Drainage Systems or Facilities, or Storm Sewers.
3. “Operation & Maintenance Manual” (“O&M”) refers to any owner’s manual and/or guide incorporated into **Exhibit A** hereto that addresses how the PWQ Facilities should operate and how to maintain them.
4. “PWQ Stormwater Conveyance Facilities” refers to the collection and conveyance systems, including inlets, catch basins, pipelines, and open channels that are used to transport stormwater to or from PWQ facilities. Any conveyance beyond the PWQ Stormwater Facility outfall (i.e. beyond the outlet structure) is in the PWQ Stormwater Conveyance Facilities.
5. “PWQ Stormwater Access Facilities” consist of the surface improvements such as fencing, security gates, and access roads which are needed to operate and maintain the PWQ facilities.
6. “PWQ Facilities” are stormwater facilities that are intended to provide water quality benefits and are specifically used to meet water quality requirements as outlined in the Colorado Discharge Permit System (“CDPS”).

7. The “PWQ Facilities,” “PWQ Stormwater Conveyance Facilities,” and “PWQ Stormwater Access Facilities” are collectively referred to as “Facilities.” This does not include “Drainage Facilities.”
8. “Stormwater” shall mean stormwater runoff, snow melt runoff, and surface runoff and drainage. See 5 CCR 1002-61.2(103).
9. “Stormwater Facilities” collectively refers to “drainage facilities” and “permanent water quality facilities”.
10. It is the intent of the Parties to this Agreement that all Facilities listed in **Exhibit A** shall be maintained by the Local Agency.

## **THE PARTIES AGREE THAT:**

### **Section 1. Scope of Work**

The Local Agency will maintain the Facilities as set forth and depicted in **Exhibit A**. Such maintenance by the Local Agency shall be conducted in accordance with all applicable statutes, CDOT MS4 requirements, applicable legal requirements, ordinances and regulations, and the O&M, which define the requirements to maintain the Facilities during their useful life. Maintenance shall include routine landscaping, sediment removal, oil and other chemical removal, trash removal and minor structural repairs of the Facilities as necessary to meet the requirements of this Agreement. The Local Agency shall make proper provisions for such maintenance obligations each year.

### **Section 2. CDOT Commitments**

CDOT will be responsible for the following:

- A. In the event that safety concerns are identified relating to the Facilities, CDOT will partner with the Local Agency and any other affected local jurisdictions to identify the appropriate response to maintain safe and functional Facilities. In implementing that appropriate response, improvements that are not the normal and routine operations and maintenance responsibility of the Local Agency, including reconstruction of the Facilities, shall be the responsibility of the Parties pursuant to CDOT Updated Procedural Directive 501.1, Requirements for Storm Drainage Facilities and Municipal Separate Storm Sewer System Facilities (MS4), effective April 22, 2016.
- B. In the event the Facilities fail due to surpassing their life cycle as outlined in the O&M, the Parties will be responsible for improvements that are not covered by

routine operations and maintenance responsibilities of the Local Agency, including reconstruction of the Facilities, per CDOT Updated Procedural Directive 501.1, Requirements for Storm Drainage Facilities and Municipal Separate Storm Sewer System Facilities (MS4), effective April 22, 2016. Only after funding for the improvement has been identified and obtained may the Parties perform major reconstruction or capital improvement of the Facilities, if necessary, per CDOT Updated Procedural Directive 501.1, Requirements for Storm Drainage Facilities and Municipal Separate Storm Sewer System Facilities (MS4), effective April 22, 2016.

- C. CDOT (and FHWA, if applicable) will make periodic inspection of the Facilities to verify that they are being adequately maintained and will report required and recommended maintenance items to the Local Agency. CDOT may issue a written notice to cure deficiencies in the event the Local Agency fails to inspect, report, or properly maintain the Facilities identified in **Exhibit A**. In the event the deficiencies so noticed to the Local Agency are not remedied within three (3) months after said written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Facilities. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.
- D. CDOT will require inspection and maintenance documentation from the Local Agency every year of the useful life and operation of the Facilities identified in **Exhibit A** attached hereto. The State (and FHWA, if applicable) will make periodic inspections of the Facilities to verify that they are being adequately maintained.
- E. CDOT agrees it will not remove or alter the Facilities in such a way that reduces the documented treatment area as originally constructed. Should CDOT modify the Facilities to add additional treatment area, the changed treatment area shall be documented via a drainage report. CDOT may perform major reconstruction or capital improvement of the Facilities, if necessary, only after funding for the improvement has been identified and obtained per CDOT Updated Procedural Directive 501.1, Requirements for Storm Drainage Facilities and Municipal Separate Storm Sewer System Facilities (MS4), effective April 22, 2016. Prior to commencing any reconstruction activities, CDOT shall coordinate with the Local Agency to minimize impacts to landscaping enhancements that were installed by the Local Agency. CDOT will not be responsible for replacing any enhanced landscaping or irrigation installed by the Local Agency. Any fines levied against CDOT or the Local Agency shall be the responsibility of the Party whose action or inaction is the cause of the fine, regardless of which Party the fine is levied against.

### Section 3. Local Agency Commitments

The Local Agency will be responsible for the following:

- A. The Local Agency will maintain, inspect and operate the Facilities and associated improvements identified in **Exhibit A** attached hereto to ensure that the Facilities are and remain in proper working condition in accordance with all applicable statutes, the Local Agency's and CDOT's MS4 requirements, applicable legal requirements, ordinances and regulations, and the O&M (for PWQ Facilities only), which define the Local Agency's obligations to maintain such improvements during their useful life. The identified Facilities shall be maintained by the Local Agency at its own expense, unless otherwise agreed to by all Parties in writing. CDOT agrees to grant the Local Agency entrance upon CDOT's right of way ("ROW") for the purpose of performing the maintenance activities provided the Local Agency first obtain a special use permit from CDOT. At the time of application for the special use permit, the Local Agency shall submit a Methods of Handling Traffic plan (MHT) to CDOT. The MHT shall adhere to the most current version of the CDOT Standard Plans and Specifications, Miscellaneous Standard Plans ("M&S Standards"), the most current Manual on Uniform Traffic Control Devices ("MUTCD"), and the most current Colorado Supplement to the MUTCD that has been formally adopted by the Colorado Transportation Commission. Maintenance shall include routine landscaping, sediment removal, oil and other chemical removal, trash removal and minor structural repairs of the Facilities as necessary to meet the requirements of this Agreement.
- B. The maintenance of the Facilities shall be performed in accordance with all applicable O&M for each specified Facilities.
- C. The Local Agency shall inspect the Facilities identified in **Exhibit A** attached hereto at the Local Agency's expense per the recommended frequency in the O&M (if applicable) for the Facilities, but in any case not less than annually. The inspections shall be performed by a person experienced in the inspection of stormwater facilities. Inspections must ensure proper Facilities function and compliance with the most stringent MS4 permit requirements. Inspection and maintenance reports shall be submitted in writing by the Local Agency to the CDOT Permanent Water Quality Manager by December 31<sup>st</sup> of each year for the Facilities that receive flows from CDOT right of way. Any inspection form may be used if it is acceptable by agreement of the Parties and meets CDOT's MS4 permit requirements. The Local Agency agrees to report maintenance activities to CDOT along with the inspection reports. The State (and FHWA, if applicable,) will make periodic inspections of the Facilities to verify that such improvements are being adequately maintained.
- D. The Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State, of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications pertaining in any manner to the Facilities. The Local Agency shall maintain such records

permanently, in either paper or electronic form. The Local Agency shall under no circumstances destroy any such records. Upon the expiration or termination of this Agreement, the Local Agency shall return any records provided by the State to Local Agency as directed by the State. If the Local Agency is prevented by law or regulation from returning any such records provided by the State, the Local Agency warrants it will guarantee the confidentiality of such records.

- E. In the event the Local Agency fails to properly inspect, operate, maintain, and/or report regarding the Facilities identified in **Exhibit A**, CDOT may issue a written notice to cure such deficiencies. In the event the deficiencies are not remedied within three (3) months after written notice of such deficiencies from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Facilities. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and/or repair work including labor, equipment, supplies and materials. If CDOT remediates any deficiencies, it is under no obligation to maintain or repair in the future. The Local Agency, its successors and assigns shall hold harmless CDOT, its agents and employees from any and all damages, accidents, casualties, occurrences or claims which might be asserted against CDOT arising out of or resulting from the construction, presence, existence, maintenance or use of the Facilities by the Local Agency.
- F. The Local Agency shall, during the term of this Agreement, be permitted to enter upon CDOT's right of way ("ROW") for the purpose of performing the maintenance activities provided the Local Agency first obtains a special use permit from CDOT. At the time of application for the special use permit, the Local Agency shall submit an MHT to CDOT. The MHT shall adhere to the most current version of the CDOT Standard Plans and Specifications, Miscellaneous Standard Plans ("M&S Standards"), the most current Manual on Uniform Traffic Control Devices ("MUTCD"), and the most current Colorado Supplement to the MUTCD that has been formally adopted by the Colorado Transportation Commission. The Local Agency shall comply with and perform all requirements and provisions of the special use permit and MHT, including but not limited to those relating to access, safety, and traffic control, and shall restrict access to the ROW to only those persons and equipment necessary to perform the work described in this Agreement. The Local Agency and its agents, employees and contractors shall not use the mainline roadway of any State highway or any portion of the shoulder thereof as means of ingress or egress to and from the Facilities with respect to any task to be performed by the Local Agency pursuant to the terms of this Agreement.
- G. The Local Agency agrees it will not remove or alter the Facilities in any way that reduces the documented treatment area as originally constructed. Should the Local Agency modify the Facilities to add additional treatment areas, the changed treatment area shall be documented via a drainage report and as-built plans provided by the Local Agency to CDOT within the calendar year any such modification is completed by the Local Agency. Notwithstanding anything in this Agreement to the contrary, the Local Agency, in its sole discretion, may expand or increase the capacity of the Facilities and landscape the area as determined by the Local Agency.

- H. Any fines levied against CDOT as a result of the Local Agency's failure to comply with the terms of this Agreement shall be the sole and absolute responsibility of the Local Agency or its successors.

#### **Section 4. Term and Termination Provisions**

- A. This Agreement shall not be effective until executed by both Parties. The maintenance obligations of the Local Agency under this Agreement shall commence on the Effective Date of this Agreement, and shall extend for the useful life of the improvements, unless earlier modified or this Agreement is terminated by mutual, written agreement of the Parties hereto, or in accordance with the provisions of **Section 4. B.**
- B. Termination for Cause. If, through any cause, either Party shall fail to fulfill its obligations under this Agreement, or if either Party shall violate any of the covenants, conditions, provisions, or stipulations of this Agreement, the non-defaulting Party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the other Party of its intent to terminate and providing at least thirty (30) days from the date of the notice within which to cure the default, unless the other Party can within said thirty (30) days reasonably show cause why termination is not appropriate.

#### **Section 5. Legal Authority**

The Parties hereto hereby warrant that each possesses the legal authority to enter into this Agreement and that each has taken all actions required by its respective procedures, rules, regulations, and/or applicable law to exercise that authority, and each has lawfully authorized its undersigned signatories to execute this Agreement and to bind each to its terms. The person(s) executing this Agreement on behalf of each Party warrants that such person(s) has full authority to execute this Agreement. The Local Agency may evidence such authority by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit B.**

#### **Section 6. Representatives and Notice**

The State will provide a Facilities liaison with the Local Agency through the State's Region Director, Region 1, 2829 West Howard Place, Denver, Colorado 80204. Said Region Director will also be responsible for coordinating the State's activities under this Agreement. All communications relating to the day-to-day activities for the inspection, maintenance and reporting work shall be exchanged between representatives of the State's Transportation Region 5 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below, or as either Party may from time to time designate in writing to the other Party as new or substitute representatives.

**If to State:**

Joy French, Project Manager  
CDOT Region 1  
2829 West Howard Place  
Denver, Colorado 80204  
303-757-9528  
joy.french@state.co.us

**with a copy to:**  
Rachel Hansgen, MPH  
CDOT Permanent Water Quality Manager  
2829 West Howard Place  
Denver, Colorado 80204  
303-757-9975  
rachel.hansgen@state.co.us

**with a copy to:**  
Kenneth Howlett, Environmental Protection Specialist II-W  
CDOT Region 1  
18500 East Colfax Avenue  
Aurora, Colorado 80011  
303-288-8402  
kenneth.howlett@state.co.us

**If to the Local Agency:**  
Shannon McDowell, Open Space Programs Manager  
Adams County, Colorado  
9755 Henderson Road  
Brighton, Colorado 80601  
303-627-8039  
smcdowell@co.adams.co.us

## **Section 7. Successors**

Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors.

## **Section 8. Governmental Immunity**

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, CRS, as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, the Local Agency and their respective departments, institutions, agencies,

boards, officials and employees is controlled and limited by the provisions of §24-10-101, *et seq.*, CRS, as now or hereafter amended, and the risk management statutes, §24-30-1501, *et seq.*, CRS, as now or hereafter amended.

## **Section 9. Severability**

To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

## **Section 10. Waiver**

The waiver of any breach of a term, provision, or requirement of this Agreement 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.

## **Section 11. Modification and Amendment**

- A. This Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.
- B. Either Party may suggest renegotiation of the terms of this Agreement, provided that the Agreement shall not be subject to renegotiation more often than annually, and that neither Party shall be required to renegotiate. If the Parties agree to change the provisions of this Agreement, the renegotiated terms shall not be effective until this Agreement is amended/modified accordingly in writing.

## **Section 12. Disputes**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement of the Parties will be decided by the Chief Engineer of the Colorado Department of Transportation. The decision of the Chief Engineer shall be final and conclusive unless, within 30 calendar days after the date of such written decision, the Local Agency gives notice to the State of its written appeal addressed to the Executive Director of the Colorado Department of Transportation. A copy of the Local Agency's written appeal shall be enclosed with said notice. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director of the Colorado Department of Transportation or his or her duly authorized

representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for hereunder. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

### **Section 13. Does not supersede other agreements**

This Agreement is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other maintenance and operations services on State Highway rights-of-way.

### **Section 14. Sub-Local Agencies**

The Local Agency may subcontract any part of its performance required under this Agreement, subject to reasonable advance written notice to and consent thereto by the State. The State understands that the Local Agency may intend to perform some or all of its obligations under this Agreement through a subcontract. The Local Agency shall not assign any of its obligations of performance under this Agreement without the express written consent of the State, which shall not be unreasonably withheld. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective lawful successors.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

**\* Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

**THE LOCAL AGENCY  
ADAMS COUNTY, COLORADO**

Print: \_\_\_\_\_  
Name of Authorized Individual

Title: \_\_\_\_\_  
Official Title of Authorized Individual

\_\_\_\_\_  
\*Signature

Date: \_\_\_\_\_

2nd The Local Agency Signature if Needed

Print: \_\_\_\_\_  
Name of Authorized Individual

Title: \_\_\_\_\_  
Official Title of Authorized Individual

\_\_\_\_\_  
\*Signature

Date: \_\_\_\_\_

**STATE OF COLORADO**

**JARED S. POLIS, GOVERNOR**

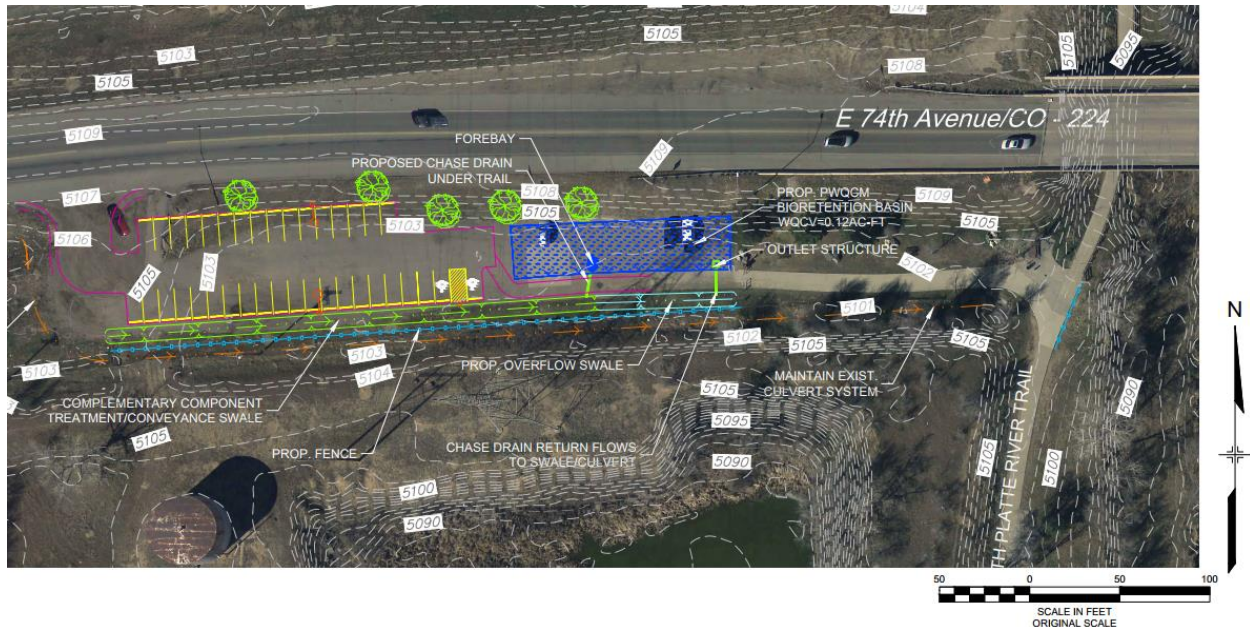
Colorado Department of Transportation  
**Shoshana M. Lew, Executive Director**

\_\_\_\_\_  
By: **Joshua Laipply, P.E., Chief Engineer**

Date: \_\_\_\_\_

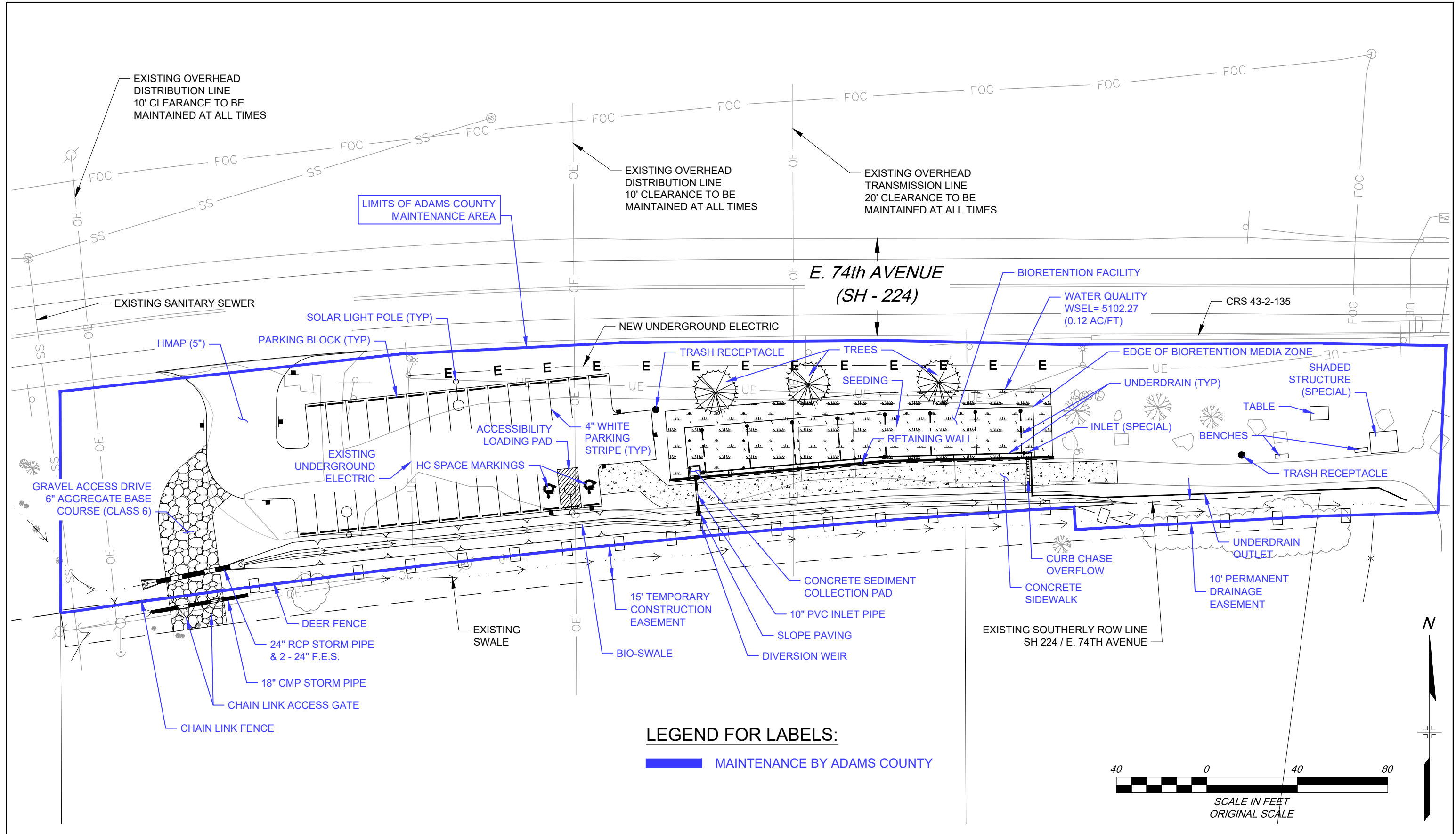
## Detailed Scope of Work

This permanent water quality (PWQ) project is located along and south of SH 224A between MP 2.28 and 2.32 in CDOT Region 1 and Adams County at the Engineer's Lake Trailhead parking lot. The project is in the Clear Creek Drainage Basin HUC #10190004. The project will construct a bioretention basin, vegetated bioswales and drainage improvements as shown on the following map:



The vegetated bioswale located south of the Engineer's Lake Trailhead Parking Lot will collect sheet flow and direct flows to the new bioretention basin prior to releasing back into the existing east-west drainage ditch. The project will treat a portion of CDOT MS4 area on SH 224A which is not currently being treated prior to discharging to the South Platte River. The bioretention basin will be constructed within the 100-yr floodplain but outside the floodway.

The maintenance of the permanent water quality features will be accessed from the Engineers Trailhead parking lot off of SH 224.



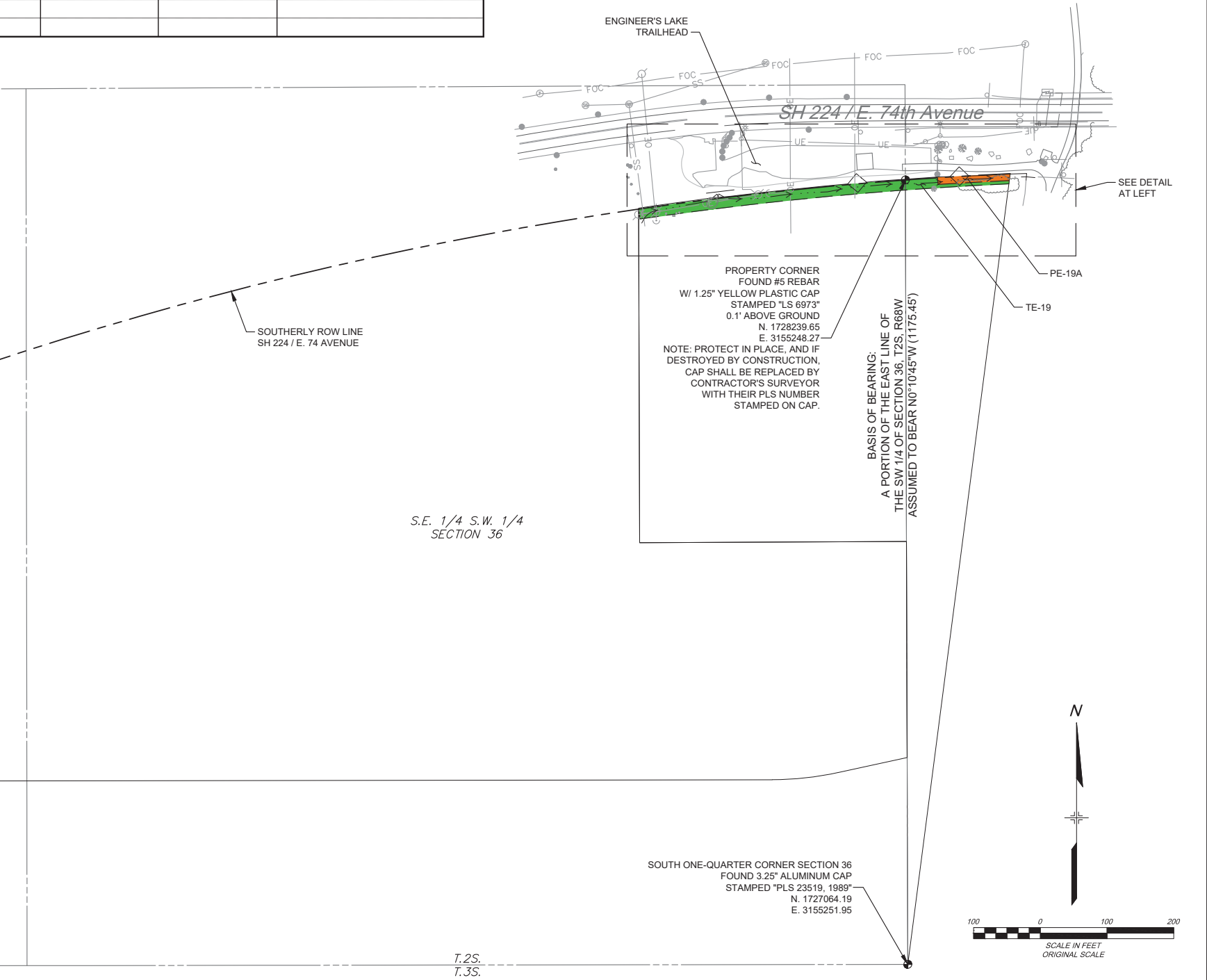
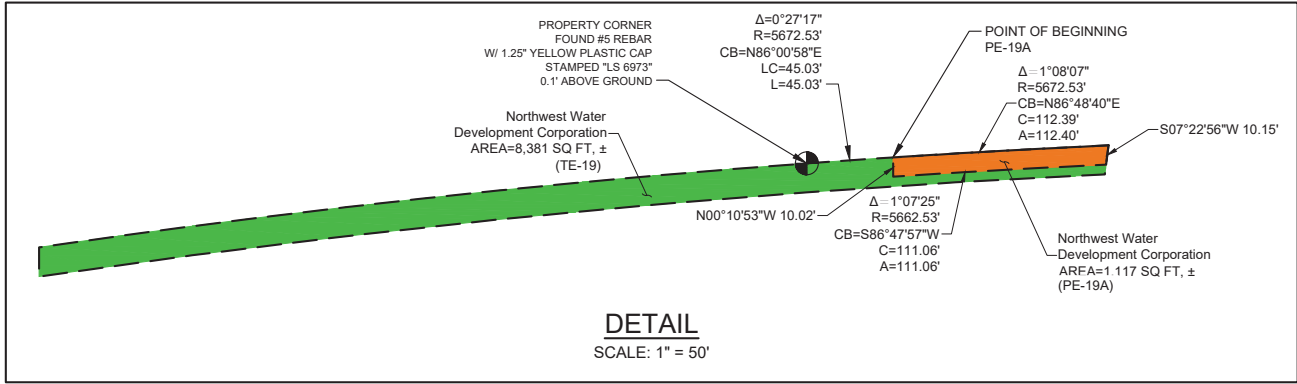
# ADAMS COUNTY MAINTENANCE EXHIBIT

ENGINEER'S LAKE TRAILHEAD

NOVEMBER 2018



R.O.W. TABULATION OF PROPERTIES IN ADAMS COUNTY, S.H. NO. 224									Book and Page No. And/Or Reception No.	Title Commitment No.	Remarks
Parcel No.	Ownership Name and Mailing Address	Site Address	Location	Area in Square Feet (Acres)							
				Area of Parcel	Existing ROW	Net Area	Remainder Left	Remainder Right			
PE-19A	Northwest Water Corporation	n/a	Southwest 1/4	1,117 sf							Permanent drainage easement
	C/O Marc Hayutin	P.N. 0171936300067	Section 36, T2S, R68W								
	555 West Fifth St, 40th Floor										
	Los Angeles, CA 90013										
TE-19	Same as above	n/a	Southwest 1/4	8,381 sf							Temporary drainage easement
		P.N. 0171936400004	Section 36, T2S, R68W								



**BASIS OF BEARING:**

BEARINGS ARE REFERENCED TO A PORTION OF THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 68 WEST AS MONUMENTED ON THE SOUTH, AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 36, BY A FOUND 3-1/2" ALUMINUM CAP STAMPED "PLS 23519" AND ON THE NORTH END BY A FOUND 1-1/4" YELLOW PLASTIC CAP STAMPED "R.W. BAYER" "PLS 6973", BEING A FOUND PROPERTY CORNER ON SAID EAST LINE, ASSUMED TO BEAR NORTH 0°10'45" WEST A DISTANCE OF 1175.45 FEET.

**BENCHMARK:**

PROJECT ELEVATIONS ARE REFERENCED TO NGS POINT DESIGNATION E-392, BEING A FOUND STAINLESS STEEL ROD IN A LOGO BOX LOCATED AT THE INTERSECTION OF THE UNION PACIFIC RAILROAD AND EAST 72ND AVENUE APPROXIMATELY 220 FEET NORTHEAST OF THE CENTERLINE OF EAST 72ND AVENUE AND 28 FEET SOUTHEAST OF THE NEAR RAIL. HAVING A PUBLISHED ELEVATION OF 5133.02' (NAVD 88).

FOR PLAN SET OCTOBER 2018

REFERENCE DRAWINGS	No.	DATE	DESCRIPTION	BY
X-943-PR-BASE				
X-943-EX-BASE				
X-MD-G22x34				
X-943-EX-MAP				
Northwest Water-R1_MDC-Copy				
COMPUTER FILE MANAGEMENT				
FILE NAME: R:\17.943.001 (Engineers Lake Trailhead)\Dwg\Construction Plans\CD\SV02.dwg				
CTB FILE: ----				
PLOT DATE: 12/18/2018 10:03 AM				
THIS DRAWING IS CURRENT AS OF PLOT DATE AND MAY BE SUBJECT TO CHANGE.				



SH 224: ENG LAKE TRAILHEAD				
SH 224: ENG LAKE TRAILHEAD PWQ - ADAMS CO. CDOT PROJECT NO. 22299				
SURVEY CONTROL PLAN				
DESIGNED BY: FRD	SCALE: 1"=100'	DATE ISSUED: DECEMBER 2018	DRAWING No. SV02	
CHECKED BY: DK	HORIZ VERT. NA	SHEET 8 OF 23		



Job No.: 65320175  
File: ..\Property Descriptions\Maintenance Yard.docx  
Date: March 1, 2019

## **PROPERTY DESCRIPTION**

### Maintenance Yard

A portion of the Southwest Quarter and a portion of the Southeast Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the South Quarter corner of said Section 36, whence the Southwest 1/16 corner of said Section 36 bears N45°12'56"W a distance of 1862.40 feet;  
THENCE N00°10'53"W along the westerly line of a parcel of land described in Book 537 at Page 575 recorded on February 26, 1955 in the Adams County, Colorado Clerk and Recorder's Office, non-tangent with the following described curve a distance of 1175.30 feet to the **POINT OF BEGINNING**;

THENCE along the northerly line of a parcel of land described in Book 1012 at Page 285 recorded on September 10, 1962 in the Adams County Clerk and Recorder's Office, along the arc of a curve to the left, having a central angle of 04°03'47", a radius of 5672.53 feet, a chord bearing S83°45'24"W a distance of 402.17 feet, and an arc distance of 402.25 feet;  
THENCE N00°10'19"W along the northerly prolongation of the westerly line of said parcel of land described in Book 1012 at Page 285 a distance of 98.01 feet;  
THENCE N83°43'07"E a distance of 151.92 feet;  
THENCE N87°04'16"E a distance of 98.33 feet;  
THENCE N89°29'07"E a distance of 116.38 feet;  
THENCE S88°40'04"E to a point on the westerly line of a parcel of land described as Tract No. 19 Colorado State Highway 224 as described in Book 1004 at Page 469 recorded August 9, 1962 in the Adams County Colorado Clerk and Recorder's Office a distance of 34.26 feet;  
THENCE continuing S88°40'04"E a distance of 41.87 feet;  
THENCE N89°42'50"E a distance of 116.80 feet;  
THENCE S88°44'01"E to a point on the easterly line of said Tract No. 19 a distance of 7.18 feet;  
THENCE continuing S88°44'01"E a distance of 47.23 feet;  
THENCE S02°49'27"W, non-tangent with the following described curve a distance of 73.14 feet;  
THENCE along the arc of a curve to the left, having a central angle of 00°32'23", a radius of 5662.53 feet, a chord bearing S87°37'51"W a distance of 53.34 feet, and an arc distance of 53.34 feet to a point on the easterly line of said parcel of land described in Book 537 at Page 575;  
THENCE continuing along previous arc of a curve to the left, along a line being 10.00 feet southerly of and parallel with the southerly line of said Tract No. 19, having a central angle of 00°50'22", a radius of 5662.53 feet, a chord bearing S86°56'29"W a distance of 82.96 feet, and an arc distance of 82.96 feet;



Merrick & Company  
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
303-751-0741 / Fax 303-751-2581 / www.merrick.com

THENCE N71°06'47"W, non-tangent with the previous and following described curves a distance of 26.15 feet;

THENCE along the southerly line of said Tract No. 19, along the arc of a curve to the left, having a central angle of 00°29'21", a radius of 5672.53 feet, a chord bearing S86°01'58"W a distance of 48.44 feet, and an arc distance of 48.44 feet to the **POINT OF BEGINNING**.

Containing 52,045 square feet, more or less.

NOTE:

This description was prepared without the benefit of a Title Commitment. Research for recorded documents was provided by Adams County for the sole benefit of describing the metes and bounds location of a maintenance yard. The extents of this description extend beyond the right of way limits for Colorado State Highway 224, and is not to be recorded or used for purposes of conveyance.

Description prepared by:  
Jacob S. Frisch, PLS 38149  
Date: March 1, 2019  
Job No.: 65320175  
For and on Behalf of  
Merrick & Company