

## RESOLUTION NO. 63-19

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF COLORADO SPRINGS AND THE UNIVERSITY OF COLORADO COLORADO SPRINGS (UCCS) AND THE PIKES PEAK RURAL TRANSPORTATION AUTHORITY (PPRTA) FOR CONSTRUCTION COSTS ASSOCIATED WITH THE SPINE ROAD PROJECT

WHEREAS, the Pikes Peak Rural Transportation Authority ("PPRTA") is providing funds for the construction costs for the Spine Road Project ("the Project") for 50% of the construction costs up to \$1,000,000; and

WHEREAS, pursuant to Colorado Revised Statutes § 29-1-203, the City Council has the authority to approve an Intergovernmental Agreement ("IGA") between the City, UCCS and PPRTA; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to enter into this IGA and allow the City's Public Works Department to utilize the funding for the construction costs associated with the Project; and

WHEREAS, the IGA between the City, UCCS and PPRTA must be approved and fully executed to provide funding for the Project.

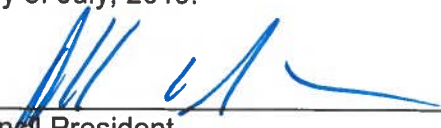
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:**

Section 1. The IGA between the City of Colorado Springs, the University of Colorado Colorado Springs and the Pikes Peak Rural Transportation Authority for the funding of the construction costs associated with the Spine Road Project, a copy of which is attached and incorporated herein as Exhibit A, is hereby approved.


Section 2. The Mayor is hereby authorized to execute and administer the IGA.


Section 3. Any amendments to the IGA that would increase or decrease the amount of funding for the Project or expand or decrease the Project scope must be approved by City Council resolution.

Dated at Colorado Springs, Colorado this 23<sup>rd</sup> day of July, 2019.

  
\_\_\_\_\_  
Council President

ATTEST:

  
\_\_\_\_\_  
Sarah B. Johnson, City Clerk



**QUITCLAIM DEED**

This Deed, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between **The Regents of the University of Colorado**, a body corporate, for and on behalf of the University of Colorado Colorado Springs ("Grantor"), whose street address is 1420 Austin Bluffs Parkway, Colorado Springs, 80918, in consideration of the Intergovernmental Agreement Between the University of Colorado Colorado Springs ("University") and the City of Colorado Springs ("City") dated \_\_\_\_\_ and other good and valuable consideration, does hereby sell and quitclaim to **The City of Colorado Springs**, Colorado, a home rule city and Colorado municipal corporation ("Grantee"), whose street address is 30 South Nevada Avenue, Suite 502, Colorado 80903, City of Colorado Springs, County of El Paso and State of Colorado, the property, with all it appurtenances, legally described and depicted, as follows:

**See attached Exhibit A, Pages 1-5**

Reserving unto University the UCCS fiber optic line easement as described and depicted in:

**See attached Exhibit B**

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Regents of the University of Colorado, a body corporate,  
for and on behalf of the University of Colorado Colorado Springs

By: \_\_\_\_\_  
Venkat Reddy Chancellor  
University of Colorado Colorado Springs

Approved as to Form:

\_\_\_\_\_  
University Counsel

State of Colorado     )  
                                  ) ss.  
County of El Paso     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Venkat Reddy, as Chancellor of the University of Colorado Colorado Springs.

Witness my hand and official seal

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT A

City of Colorado Springs, Colorado a home rule city  
and municipal Colorado corporation

Accepted:

By: \_\_\_\_\_  
Darlene Kennedy, Real Estate Services Manager

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Travis Easton, Public Works Director

Approved as to Form:

By: \_\_\_\_\_  
Rebecca Greenberg, Senior Attorney  
Office of the City Attorney

# EXHIBIT A

## LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 19, AND THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 20, BOTH OF TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; AND LOCATED IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO; BEING A PORTION OF THAT PARCEL DESCRIBED IN BOOK 3086 AT PAGE 22 AND A PORTION OF THAT PARCEL DESCRIBED IN BOOK 3404 AT PAGE 449, AND A PORTION OF VACATED EAGLE ROCK ROAD AS DESCRIBED IN RECEPTION NO. 218116319, ALL AS RECORDED WITH THE EL PASO COUNTY CLERK AND RECORDERS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF EAGLE ROCK ROAD, AS DESCRIBED IN RECEPTION NO. 218116318, WHENCE THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 20 BEARS N53°44'20"E, 662.69 FEET, BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 985.00 FEET, AND A LONG CHORD OF S00°10'37"W, 221.59 FEET, THE POINT OF BEGINNING;

THENCE SOUTHERLY ALONG SAID CURVE 222.06 FEET, THROUGH A CENTRAL ANGLE OF 12°55'00" TO A POINT OF COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 185.00 FEET, AND A LONG CHORD OF S36°29'50"E, 186.21 FEET;

THENCE SOUTHEASTERLY ALONG SAID COMPOUND CURVE, 195.13 FEET THROUGH A CENTRAL ANGLE OF 60°25'55";

THENCE S66°42'47"E, 271.83 FEET TO A POINT OF CURVE CONCAVE NORTHERLY WITH A RADIUS OF 985.00 FEET, AND A LONG CHORD OF S72°43'21"E, 206.24 FEET;

THENCE EASTERLY ALONG SAID CURVE, 206.62 FEET THROUGH A CENTRAL ANGLE OF 12°01'08";

THENCE S78°43'55"E, 179.19 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 229.00 FEET, AND A LONG CHORD OF S42°02'55"E, 273.60 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, 293.23 FEET THROUGH A CENTRAL ANGLE OF 73°21'59";

THENCE S05°21'56"E, 131.02 FEET TO A POINT OF CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 171.00 FEET, AND A LONG CHORD OF S47°00'34"E, 227.26 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, 248.57 FEET THROUGH A CENTRAL ANGLE OF 83°17'16";

THENCE S88°39'12"E, 142.42 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 2,015.00 FEET, AND A LONG CHORD OF S85°15'07"E, 239.11 FEET;

THENCE EASTERLY ALONG SAID CURVE, 239.25 FEET THROUGH A CENTRAL ANGLE OF 06°48'10" TO A POINT OF REVERSE CURVE CONCAVE NORTH, HAVING A RADIUS OF 635.00 FEET, AND A LONG CHORD OF N89°50'04"E, 183.66 FEET;

THENCE EASTERLY ALONG SAID REVERSE CURVE, 184.31 FEET THROUGH A CENTRAL ANGLE OF 16°37'47" TO A POINT OF REVERSE CURVE CONCAVE SOUTH, HAVING A RADIUS OF 279.00 FEET, AND A LONG CHORD OF N85°27'58"E, 38.40 FEET;

THENCE EASTERLY ALONG SAID REVERSE CURVE, 38.43 FEET THROUGH A CENTRAL ANGLE OF 07°53'34";

THENCE N41°59'56"E, 17.30 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STANTON ROAD TO A POINT OF NON-TANGENT CURVE CONCAVE NORTHEASTERLY, WITH A RADIUS OF 285.00 FEET, AND A LONG CHORD OF S42°53'51"E, 112.19 FEET;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID STANTON ROAD, 112.93 FEET THROUGH A CENTRAL ANGLE OF 22°42'12";

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID STANTON ROAD, S54°14'57"E, 53.92 FEET;

THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID STANTON ROAD, S35°45'03"W, 10.85 FEET TO A POINT OF NON-TANGENT CURVE CONCAVE SOUTHERLY, WITH A RADIUS OF 209.00 FEET, AND A LONG CHORD OF N76°18'00"W, 157.81 FEET;

THENCE WESTERLY ALONG SAID NON-TANGENT CURVE, 161.82 FEET THROUGH A CENTRAL ANGLE OF 44°21'39" TO A POINT OF REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 705.00 FEET, AND A LONG CHORD OF S89°50'04"W, 203.91 FEET;

THENCE WESTERLY ALONG SAID REVERSE CURVE, 204.62 FEET THROUGH A CENTRAL ANGLE OF 16°37'47" TO A POINT OF REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,945.00 FEET, AND A LONG CHORD OF N85°15'07"W, 230.80 FEET;

THENCE WESTERLY ALONG SAID REVERSE CURVE, 230.94 FEET THROUGH A CENTRAL ANGLE OF 06°48'10";

THENCE N88°39'12"W, 142.42 FEET TO A POINT OF CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 241.00 FEET, AND A LONG CHORD OF N47°00'34"W, 320.29 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, 350.33 FEET THROUGH A CENTRAL ANGLE OF 83°17'16";

THENCE N05°21'56"W, 131.02 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 159.00 FEET, AND A LONG CHORD OF N42°02'55"W, 189.97 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, 203.60 FEET THROUGH A CENTRAL ANGLE OF 73°21'59";

THENCE N78°43'55"W, 179.19 FEET TO A POINT OF CURVE CONCAVE NORTHERLY WITH A RADIUS OF 1,055.00 FEET, AND A LONG CHORD OF N72°43'21"W, 220.90 FEET;

THENCE WESTERLY ALONG SAID CURVE, 221.30 FEET THROUGH A CENTRAL ANGLE OF 12°01'08";

THENCE N66°42'47"W, 271.83 FEET TO A POINT OF CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 255.00 FEET, AND A LONG CHORD OF N36°29'50"W, 256.66 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, 268.96 FEET THROUGH A CENTRAL ANGLE OF 60°25'55";

THENCE N83°43'07"E, 12.00 FEET TO A POINT OF NON-TANGENT CURVE CONCAVE EASTERLY, WITH A RADIUS OF 1,043.00 FEET, AND A LONG CHORD OF N00°17'42"W, 217.55 FEET;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE, 217.95 FEET THROUGH A CENTRAL ANGLE OF 11°58'22" TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID EAGLE ROCK ROAD;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID EAGLE ROCK ROAD, S83°42'34"E, 49.09 FEET TO A POINT OF NON-TANGENT CURVE CONCAVE WESTERLY, WITH A RADIUS OF 92.70 FEET, AND A LONG CHORD OF N15°52'37"E, 15.61 FEET;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID EAGLE ROCK ROAD, 15.63 FEET THROUGH A CENTRAL ANGLE OF 09°39'35";

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID EAGLE ROCK ROAD, N83°20'12"E, 6.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 169,839 SQUARE FEET OR 3.899 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED ON THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, BEING S00°11'48"E AS MONUMENTED AT THE NORTH BY THE EAST ¼ CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP STAMPED PLS 22573 AND MONUMENTED ON THE SOUTH BY THE SOUTHEAST CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP STAMPED PLS 19625.

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS H. ORT III, A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

DOUGLAS H. ORT III, COLORADO PLS 37066  
WILSON & COMPANY  
1675 BROADWAY, SUITE 200  
DENVER, CO 80202  
DHORTIII@WILSONCO.COM  
PH 303-501-1221  
FAX 303-297-2693



LOCATED IN THE SE 1/4 OF S19, AND  
THE SW 1/4 OF S20,  
T13S, R66W, OF THE 6TH P.M.,  
CITY OF COLORADO SPRINGS, COUNTY  
OF EL PASO, STATE OF COLORADO  
EXHIBIT "A"

NORTHEAST 1/4  
SECTION 19  
SOUTHEAST 1/4  
SECTION 19

NORTHWEST 1/4  
SECTION 20  
SOUTHWEST 1/4  
SECTION 20

EAST 1/4 CORNER OF SECTION 19  
FOUND NO. 5 REBAR  
WITH 2" ALUMINUM CAP  
PLS 22573

POINT OF BEGINNING

N53°44'20"E 662.69'

N83°20'12"E  
6.43'

S83°42'34"E  
49.09'

L=217.95'  
R=1043.00'  
D=11°58'22"  
CH=217.55'  
CB=N00°17'42"W  
N83°43'07"E 12.00'  
A PORTION OF  
BOOK 3086 PAGE 22

L=268.96'  
R=255.00'  
D=60°25'55"  
CH=256.66'  
CB=N36°29'50"W

N66°42'47"W  
271.83'

BOOK 3404 PAGE 449

L=221.30'  
R=1055.00'  
D=12°01'08"  
CH=220.90'  
CB=N72°43'21"W

S66°42'47"E L=206.62'  
271.83' R=985.00'  
D=12°01'08"  
CH=206.24'  
CB=S72°43'21"E

L=15.63'  
R=92.70'  
D=9°39'35"  
CH=15.61'  
CB=N15°52'37"E  
L=195.13'  
R=185.00'  
CH=186.21'  
CB=N36°29'50"W

169,839 S.F.  
3.898 ACRES

LOT 1  
SANDERS  
SUBDIVISION  
PLAT BOOK  
B-4, PAGE 17

LOT 2  
SANDERS SUBDIVISION  
PLAT BOOK B-4, PAGE 17

L=293.23'  
R=229.00'  
D=73°21'59"  
CH=273.60'  
CB=S42°02'55"E

S00°11'48"E 2642.73'

S78°43'55"E 179.19'

(BASIS OF BEARINGS)  
EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 19  
WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 20

S78°43'55"E 179.19'

L=203.60'  
R=159.00'  
D=73°21'59"  
CH=189.97'  
CB=N42°02'55"W

L=248.57'  
R=171.00'  
D=83°17'16"  
CH=227.26'  
CB=S47°00'34"E

A PORTION OF  
BOOK 3086 PAGE 22

L=350.33'  
R=241.00'  
D=83°17'16"  
CH=320.29'  
CB=N47°00'34"W

N05°21'56"W 131.02'

S05°21'56"E 131.02'

MATCH LINE WITH SHEET 4 OF 4

BASIS OF BEARINGS BEARINGS USED HEREIN ARE BASED ON THE  
EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 13  
SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING  
S00°11'48"E AS MONUMENTED AT THE NORTH BY THE EAST 1/4  
CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP  
STAMPED PLS 22573 AND MONUMENTED ON THE SOUTH BY THE  
SOUTHEAST CORNER OF SECTION 19, BEING A  
FOUND 2" ALUMINUM CAP STAMPED PLS 19625

NOT PART OF THIS SURVEY  
UNPLATTED  
BOOK 3404 PAGE 462



SCALE: 1" = 200'  
(US SURVEY FEET)

SOUTHEAST CORNER OF SECTION 19  
FOUND NO. 5 REBAR  
WITH 2" ALUMINUM CAP  
PLS 19625

18-600-070

					SHT NO	3 OF 4
					SCALE	1" = 200'
					DWN BY	TJB
					DATE	4-26-2019
					CHK BY	
					PROJ MGR	DHO
					DATE	4-26-2019
					CLIENT APP	
NO	REVISION DESCRIPTION	BY	DATE	CHKD	APPD	

**WILSON & COMPANY** 1675 Broadway Suite 200  
Denver, CO 80202  
Phone 303-297-2976  
Fax 303-297-2693

UCCS HYBL SITE  
COLORADO SPRINGS CO, 80918  
COUNTY OF EL PASO,  
STATE OF COLORADO



LOCATED IN THE SE 1/4 OF S19, AND THE SW 1/4 OF S20,  
 T13S, R66W, OF THE 6TH P.M.,  
 CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO  
 EXHIBIT "A"

LOT 1  
 NAGY SUBDIVISION  
 PLAT BOOK B-4, PAGE 65

LOT 1 L.J. GREEN  
 SUBDIVISION  
 PLAT BOOK R-3, PAGE 90

LOT 1  
 HUJN SUBDIVISION  
 REC. NO 2085589

LOT 1  
 K LEE SUBDIVISION

LOT 1  
 ADCOCK SUBDIVISION  
 BOOK W-2 PAGE 75

L=184.31'  
 R=635.00'  
 D=16°37'47"  
 CH=183.66'  
 CB=N89°50'04"E

L=38.43'  
 R=279.00'  
 D=7°53'34"  
 CH=38.40'  
 CB=N85°27'58"E

N41°59'56"E  
 17.30'

L=112.93'  
 R=285.00'  
 D=22°42'12"  
 CH=112.19'  
 CB=S42°53'51"E

S54°14'57"E  
 53.92'

S35°45'03"W  
 10.85'

STANTON ROAD  
 (60' R.O.W.)

MATCH LINE WITH SHEET 3 OF 4

S88°39'12"E  
 142.42'

L=239.25'  
 R=2015.00'  
 D=6°48'10"  
 CH=239.11'  
 CB=S85°15'07"E

N88°39'12"W  
 142.42'

L=230.94'  
 R=1945.00'  
 D=6°48'10"  
 CH=230.80'  
 CB=N85°15'07"W

L=204.62'  
 R=705.00'  
 D=16°37'47"  
 CH=203.91'  
 CB=S89°50'04"W

L=161.82'  
 R=209.00'  
 D=44°21'39"  
 CH=157.81'  
 CB=N76°18'00"W

169,839 S.F.  
 3.898 ACRES



SCALE: 1" = 200'  
 (US SURVEY FEET)

BASIS OF BEARINGS. BEARINGS USED HEREIN ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S00°11'48"E AS MONUMENTED AT THE NORTH BY THE EAST 1/4 CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP STAMPED PLS 22573 AND MONUMENTED ON THE SOUTH BY THE SOUTHEAST CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP STAMPED PLS 19525

18-600-070

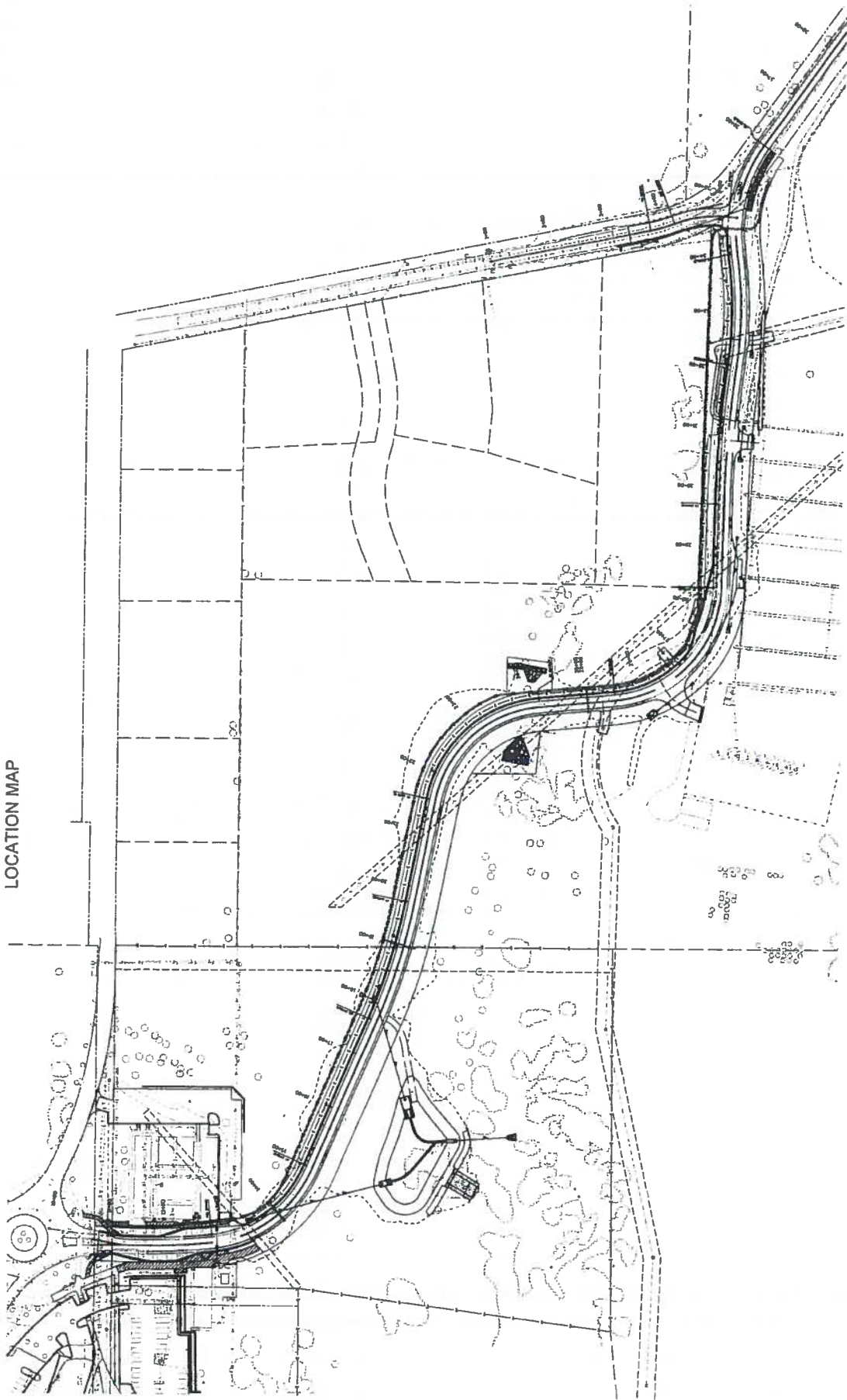
NO	REVISION-DESCRIPTION	BY	DATE	CHKD	APPD

SHT NO	4 OF 4
SCALE	1" = 200'
DWN BY	TJB
DATE	4-26-2019
CHK BY	
PROJ MGR	DHO
DATE	4-26-2019
CLIENT APP	

**WILSON & COMPANY** 1675 Broadway Suite 200  
 Denver, CO 80202  
 Phone 303-297-2976  
 Fax 303-297-2693

UCCS HYBL SITE  
 COLORADO SPRINGS CO, 80918  
 COUNTY OF EL PASO,  
 STATE OF COLORADO

EXHIBIT B  
UCCS FIBER OPTIC LINE  
LOCATION MAP



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE UNIVERSITY OF COLORADO COLORADO SPRINGS  
AND THE CITY OF COLORADO SPRINGS AND THE PIKES PEAK RURAL  
TRANSPORTATION AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), dated for reference this 18 day of September, 2019, is made by and between the Regents of the University of Colorado, a body corporate, acting on behalf of the University of Colorado Colorado Springs ("University"), the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and the Pikes Peak Rural Transportation Authority ("PPRTA"). The University, City and PPRTA shall be referred to herein as the "Parties".

WHEREAS, this Agreement is entered into pursuant to §29-1-203, C.R.S., and Article XX of the Colorado Constitution; and

WHEREAS, the University has created designs to provide a two-lane road that provides connection between Eagle Rock Road and Stanton Road (the "Spine Road") and associated improvements, including, but not limited to, bikes lanes and a water quality detention pond; and

WHEREAS, the Parties desire to identify responsibilities of each Party in regard to the Spine Road and associated improvements; and

WHEREAS, the Parties desire to identify and describe the location for the Spine Road that will be owned and maintained by the City as public right-of-way; and

WHEREAS, the Parties intend this Agreement to address these matters; and

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

**1. University Obligations:**

- a. University shall convey to the City the parcel of land to be used for the Spine Road located to the south and east of Eagle Rock Road and referenced in the quitclaim deed and legal descriptions attached and made a part of this Agreement (**Exhibit A**) at no cost to the City. The City agrees that the University will reserve a non-exclusive perpetual easement over the Spine Road that is consistent with the City's ownership interest in the Spine Road to allow University the rights to access and maintain the University's fiber line which will be located underneath the Spine Road. The general location of the fiber line is shown in **Exhibit B**, attached to this Agreement.
- b. University shall convey to the City two (2) permanent easements to be used for the wing walls for the culvert referenced in the permanent easement documents attached and made a part of this Agreement (**Exhibits C and D**) at no cost to the City.

- c. University shall contract to construct and complete construction of the Spine Road and associated improvements per City approved specifications.
- d. University shall contract to construct the water quality detention pond on University property and shall be responsible for its maintenance.
- e. Future further expansion of the Spine Road will be the responsibility of University. Any area of future expansion will be conveyed to the City as additional right-of-way in the form of a quitclaim deed from University to City.
- f. University agrees to provide snow plowing services for the Spine Road as-needed at its sole cost.
- g. Installation of ADA compliant sidewalks along Spine Road will be the responsibility of University at its sole cost. If sidewalks are installed by University adjacent to the Spine Road, University will convey a Public Improvement Easement to City for said sidewalk locations
- h. Any signage for the University of Colorado at Colorado Springs shall be at the cost of the University and subject to approval by the City.
- i. University shall install street light conduits and bases as part of the project

## **2. City Obligations:**

- a. The City agrees to contribute up to fifty percent (50%) of the cost of construction of Spine Road in an amount not to exceed one million dollars through funding from PPRTA, provided, however, the following improvements shall not be funded by the City's contribution:
  - i. The cost of installing the University's Fiber lines; and
  - ii. If University desires landscaping, they will pay the cost to install and maintain said landscaping.
- b. Upon final inspection and approval by the City, the City shall take ownership and maintenance responsibilities of the Spine Road.
  - i. City agrees to maintain the pavement, traffic signs, markings, drainage inlets, pipes in the road and to the detention pond and the box culvert for the Spine Road.
  - ii. The City will install and maintain street lights.

3. **PPRTA Provisions/Obligations.** The construction of the Spine Road is considered by the City to fall under “Roadway Safety and Traffic Operations Phase I (Colorado Springs: Citywide)”, which is an approved PPRTA capital improvement project. This Agreement is a contract, binding upon the Parties only when signed by PPRTA, University, and City, contingent upon appropriation of funds as prescribed in Paragraph 5 below. This Agreement constitutes a contract for a PPRTA/City Capital Project (as that term is defined in the Second Amended and Restated Intergovernmental Agreement for Pikes Peak Rural Transportation Authority Funded Capital Projects, Maintenance Programs and City-Sponsored Transit). The PPRTA Funded Projects Special Provisions attached hereto as **Exhibit E** apply to this Agreement and are incorporated herein by this reference.
  
4. **Representatives and Notice.** To enhance direct communications between our organizations, a primary and alternate contact person will be assigned for each party. The Parties agree to communicate on a regular basis. Any notice or other documents or materials required or permitted to be delivered by this Agreement shall be deemed properly delivered upon receipt by the Party to whom the documents or materials are to be delivered. Notices may be hand delivered, sent by first-class mail, return receipt requested, with postage prepaid, or transmitted by electronic facsimile. Notices shall be addressed and delivered as follows:

City of Colorado Springs:

Mike Chaves, P.E.  
Engineering Manager  
Public Works Department/ City Engineering Division  
30 S. Nevada Avenue, Suite 403  
Colorado Springs, CO 8901-1575  
Phone 719-385-5408  
mchaves@springsgov.com

The University of Colorado at Colorado Springs:

University of Colorado Colorado Springs

Sherry Reed  
Project Manager  
1420 Austin Bluffs Pkwy  
Colorado Springs, CO 80918  
719-225-3758  
sreed25@outlook.com

Pikes Peak Rural Transportation Authority

Rick Sonnenburg  
Pikes Peak Rural Transportation Authority  
15 South 7th Street



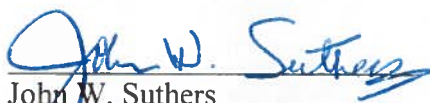
Colorado Springs, CO 80905  
719-471-7080, ext. 138  
rsonnenburg@ppacg.org

5. **Appropriations.** Performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the PPRTA Board. This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be 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 the Board of Directors of the PPRTA, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City or the PPRTA 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) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City or the PPRTA, as applicable. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement
6. **Choice of Law.** This Agreement is subject to, and shall be interpreted and performed under, the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs.
7. **CORA.** The Parties acknowledge that the University, the City and the PPRTA are subject to the Colorado Open (Public) Records Act, C.R.S. § 24-72-201 et seq.
8. **Entire Agreement.** This Agreement, together with all appendixes attached, constitutes the entire Agreement between the Parties, and all other representations or statements 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.
9. **Governmental Immunity.** Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to the University, the City or the PPRTA under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
10. **Headings.** The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions or the interpretation or construction of the Agreement.

11. **Amendment.** No amendment or modification of the Agreement shall be valid unless expressed in writing and executed by the parties in the same manner as the execution of this Agreement.
12. **Jurisdiction and Venue.** Court jurisdiction shall exclusively be in the District Court for El Paso County Colorado.
13. **Severability.** If any provisions of this Agreement shall be held unconstitutional, illegal, or void, such finding shall not affect any other provisions of this contract.
14. **No Third-Party Beneficiary.** It is specifically agreed between the Parties that this Agreement is not intended by any of its terms, provisions, or conditions to create in the public or any individual member of the public a third-party beneficiary relationship, or to authorize any person not a party to this Agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions, or provisions of this Agreement.
15. This Agreement is non-binding until such time as City Council passes a resolution approving this Agreement.
16. This Agreement is non-binding until such time as The Board of Regents of the University of Colorado approves this Agreement.
17. This Agreement is non-binding on the PPRTA until such time as it is approved by the Board of Directors of the PPRTA.


IN WITNESS WHEREOF, the Parties have caused this Intergovernmental Agreement to be executed as of the date first written above. By the signature of its representatives below, each party affirms that it has taken all necessary action to authorize its representatives to execute this document.

**CITY OF COLORADO SPRINGS**

  
John W. Suthers  
Mayor of Colorado Springs

Date: 9/18/19

ATTEST:

  
City Clerk



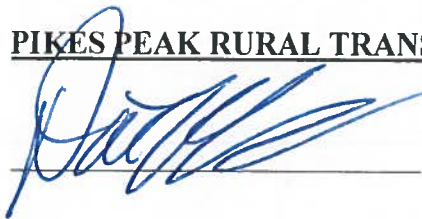


APPROVED AS TO FORM:



Senior Attorney  
Office of the City Attorney

**PIKES PEAK RURAL TRANSPORTATION AUTHORITY**



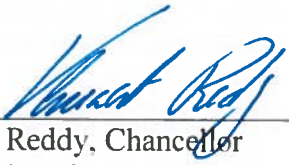
Date: 6-12-2019

APPROVED AS TO FORM:



Attorney for PPRTA

**THE REGENTS OF THE UNIVERSITY OF COLORADO**



Venkat Reddy, Chancellor  
University of Colorado at Colorado Springs

Date: 9/16/19

APPROVED AS TO FORM:



University Counsel 9.16.19

**QUITCLAIM DEED**

This Deed, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between **The Regents of the University of Colorado**, a body corporate, for and on behalf of the University of Colorado Colorado Springs ("Grantor"), whose street address is 1420 Austin Bluffs Parkway, Colorado Springs, 80918, in consideration of the Intergovernmental Agreement Between the University of Colorado Colorado Springs ("University") and the City of Colorado Springs ("City") dated \_\_\_\_\_ and other good and valuable consideration, does hereby sell and quitclaim to **The City of Colorado Springs**, Colorado, a home rule city and Colorado municipal corporation ("Grantee"), whose street address is 30 South Nevada Avenue, Suite 502, Colorado 80903, City of Colorado Springs, County of El Paso and State of Colorado, the property, with all its appurtenances, legally described and depicted, as follows:

**See attached Exhibit A, Pages 1-5**

Reserving unto University the UCCS fiber optic line easement as described and depicted in:

**See attached Exhibit B**

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Regents of the University of Colorado, a body corporate,  
for and on behalf of the University of Colorado Colorado Springs

By: *Venkat Reddy*  
Venkat Reddy Chancellor  
University of Colorado Colorado Springs

Approved as to Form:

*Jennifer R. Sarge 9.16.19*  
University Counsel

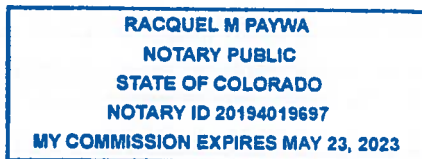
State of Colorado     )  
  ) ss.  
County of El Paso     )

The foregoing instrument was acknowledged before me this 16 day of September 2019 by Venkat Reddy, as Chancellor of the University of Colorado Colorado Springs.

Witness my hand and official seal

My Commission Expires: May 23, 2023

*Racquel M Paywa*  
Notary Public



City of Colorado Springs, Colorado a home rule city  
and municipal Colorado corporation

Accepted:

By: \_\_\_\_\_  
Darlene Kennedy, Real Estate Services Manager \_\_\_\_\_ Date

By: \_\_\_\_\_  
Travis Easton, Public Works Director

Approved as to Form:

By: \_\_\_\_\_  
Rebecca Greenberg, Senior Attorney  
Office of the City Attorney

# EXHIBIT A

## LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 19, AND THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 20, BOTH OF TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; AND LOCATED IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO; BEING A PORTION OF THAT PARCEL DESCRIBED IN BOOK 3086 AT PAGE 22 AND A PORTION OF THAT PARCEL DESCRIBED IN BOOK 3404 AT PAGE 449, AND A PORTION OF VACATED EAGLE ROCK ROAD AS DESCRIBED IN RECEPTION NO. 218116319, ALL AS RECORDED WITH THE EL PASO COUNTY CLERK AND RECORDERS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF EAGLE ROCK ROAD, AS DESCRIBED IN RECEPTION NO. 218116318, WHENCE THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 20 BEARS N53°44'20"E, 662.69 FEET, BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 985.00 FEET, AND A LONG CHORD OF S00°10'37"W, 221.59 FEET, THE POINT OF BEGINNING;

THENCE SOUTHERLY ALONG SAID CURVE 222.06 FEET, THROUGH A CENTRAL ANGLE OF 12°55'00" TO A POINT OF COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 185.00 FEET, AND A LONG CHORD OF S36°29'50"E, 186.21 FEET;

THENCE SOUTHEASTERLY ALONG SAID COMPOUND CURVE, 195.13 FEET THROUGH A CENTRAL ANGLE OF 60°25'55";

THENCE S66°42'47"E, 271.83 FEET TO A POINT OF CURVE CONCAVE NORTHERLY WITH A RADIUS OF 985.00 FEET, AND A LONG CHORD OF S72°43'21"E, 206.24 FEET;

THENCE EASTERLY ALONG SAID CURVE, 206.62 FEET THROUGH A CENTRAL ANGLE OF 12°01'08";

THENCE S78°43'55"E, 179.19 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 229.00 FEET, AND A LONG CHORD OF S42°02'55"E, 273.60 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, 293.23 FEET THROUGH A CENTRAL ANGLE OF 73°21'59";

THENCE S05°21'56"E, 131.02 FEET TO A POINT OF CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 171.00 FEET, AND A LONG CHORD OF S47°00'34"E, 227.26 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, 248.57 FEET THROUGH A CENTRAL ANGLE OF 83°17'16";

THENCE S88°39'12"E, 142.42 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 2,015.00 FEET, AND A LONG CHORD OF S85°15'07"E, 239.11 FEET;

THENCE EASTERLY ALONG SAID CURVE, 239.25 FEET THROUGH A CENTRAL ANGLE OF 06°48'10" TO A POINT OF REVERSE CURVE CONCAVE NORTH, HAVING A RADIUS OF 635.00 FEET, AND A LONG CHORD OF N89°50'04"E, 183.66 FEET;

THENCE EASTERLY ALONG SAID REVERSE CURVE, 184.31 FEET THROUGH A CENTRAL ANGLE OF 16°37'47" TO A POINT OF REVERSE CURVE CONCAVE SOUTH, HAVING A RADIUS OF 279.00 FEET, AND A LONG CHORD OF N85°27'58"E, 38.40 FEET;

THENCE EASTERLY ALONG SAID REVERSE CURVE, 38.43 FEET THROUGH A CENTRAL ANGLE OF 07°53'34";

THENCE N41°59'56"E, 17.30 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STANTON ROAD TO A POINT OF NON-TANGENT CURVE CONCAVE NORTHEASTERLY, WITH A RADIUS OF 285.00 FEET, AND A LONG CHORD OF S42°53'51"E, 112.19 FEET;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID STANTON ROAD, 112.93 FEET THROUGH A CENTRAL ANGLE OF 22°42'12";

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID STANTON ROAD, S54°14'57"E, 53.92 FEET;

THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID STANTON ROAD, S35°45'03"W, 10.85 FEET TO A POINT OF NON-TANGENT CURVE CONCAVE SOUTHERLY, WITH A RADIUS OF 209.00 FEET, AND A LONG CHORD OF N76°18'00"W, 157.81 FEET;

THENCE WESTERLY ALONG SAID NON-TANGENT CURVE, 161.82 FEET THROUGH A CENTRAL ANGLE OF 44°21'39" TO A POINT OF REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 705.00 FEET, AND A LONG CHORD OF S89°50'04"W, 203.91 FEET;

THENCE WESTERLY ALONG SAID REVERSE CURVE, 204.62 FEET THROUGH A CENTRAL ANGLE OF 16°37'47" TO A POINT OF REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,945.00 FEET, AND A LONG CHORD OF N85°15'07"W, 230.80 FEET;

THENCE WESTERLY ALONG SAID REVERSE CURVE, 230.94 FEET THROUGH A CENTRAL ANGLE OF 06°48'10";

THENCE N88°39'12"W, 142.42 FEET TO A POINT OF CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 241.00 FEET, AND A LONG CHORD OF N47°00'34"W, 320.29 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, 350.33 FEET THROUGH A CENTRAL ANGLE OF 83°17'16";

THENCE N05°21'56"W, 131.02 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 159.00 FEET, AND A LONG CHORD OF N42°02'55"W, 189.97 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, 203.60 FEET THROUGH A CENTRAL ANGLE OF 73°21'59";

THENCE N78°43'55"W, 179.19 FEET TO A POINT OF CURVE CONCAVE NORTHERLY WITH A RADIUS OF 1,055.00 FEET, AND A LONG CHORD OF N72°43'21"W, 220.90 FEET;

THENCE WESTERLY ALONG SAID CURVE, 221.30 FEET THROUGH A CENTRAL ANGLE OF 12°01'08";

THENCE N66°42'47"W, 271.83 FEET TO A POINT OF CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 255.00 FEET, AND A LONG CHORD OF N36°29'50"W, 256.66 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, 268.96 FEET THROUGH A CENTRAL ANGLE OF 60°25'55";

THENCE N83°43'07"E, 12.00 FEET TO A POINT OF NON-TANGENT CURVE CONCAVE EASTERLY, WITH A RADIUS OF 1,043.00 FEET, AND A LONG CHORD OF N00°17'42"W, 217.55 FEET;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE, 217.95 FEET THROUGH A CENTRAL ANGLE OF 11°58'22" TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID EAGLE ROCK ROAD;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID EAGLE ROCK ROAD, S83°42'34"E, 49.09 FEET TO A POINT OF NON-TANGENT CURVE CONCAVE WESTERLY, WITH A RADIUS OF 92.70 FEET, AND A LONG CHORD OF N15°52'37"E, 15.61 FEET;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID EAGLE ROCK ROAD, 15.63 FEET THROUGH A CENTRAL ANGLE OF 09°39'35";

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID EAGLE ROCK ROAD, N83°20'12"E, 6.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 169,839 SQUARE FEET OR 3.899 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED ON THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, BEING S00°11'48"E AS MONUMENTED AT THE NORTH BY THE EAST ¼ CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP STAMPED PLS 22573 AND MONUMENTED ON THE SOUTH BY THE SOUTHEAST CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP STAMPED PLS 19625.

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS H. ORT III, A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

DOUGLAS H. ORT III, COLORADO PLS 37066  
WILSON & COMPANY  
1675 BROADWAY, SUITE 200  
DENVER, CO 80202  
DHORTIII@WILSONCO.COM  
PH 303-501-1221  
FAX 303-297-2693



LOCATED IN THE SE 1/4 OF S19, AND  
THE SW 1/4 OF S20,  
T13S, R66W, OF THE 6TH P.M.,  
CITY OF COLORADO SPRINGS, COUNTY  
OF EL PASO, STATE OF COLORADO  
EXHIBIT "A"

NORTHEAST 1/4  
SECTION 19  
SOUTHEAST 1/4  
SECTION 19

NORTHWEST 1/4  
SECTION 20  
SOUTHWEST 1/4  
SECTION 20

EAST 1/4 CORNER OF SECTION 19  
FOUND NO. 5 REBAR  
WITH 2" ALUMINUM CAP  
PLS 22573

POINT OF BEGINNING

N53°44'20"E 662.69'

N83°20'12"E  
6.43'

S83°42'34"E  
49.09'

L=217.95'  
R=1043.00'  
D=11°58'22"  
CH=217.55'  
CB=N00°17'42"W

N83°43'07"E 12.00'  
A PORTION OF  
BOOK 3086 PAGE 22

L=268.96'  
R=255.00'  
D=60°25'55"  
CH=256.66'  
CB=N36°29'50"W

VACATED EAGLE ROCK ROAD REC# 218116319  
L=15.63'  
R=92.70'  
D=9°39'35"  
CH=15.61'  
CB=N15°52'37"E

L=195.13'  
R=185.00'  
CH=186.21'  
CB=N36°29'50"W

S66°42'47"E 271.83'  
L=206.62'  
R=985.00'  
D=12°01'08"  
CH=206.24'  
CB=S72°43'21"E

169,839 S.F.  
3.898 ACRES

N66°42'47"W  
271.83'

BOOK 3404 PAGE 449

L=221.30'  
R=1055.00'  
D=12°01'08"  
CH=220.90'  
CB=N72°43'21"W

S00°11'48"E 2642.73'

LOT 1  
SANDERS  
SUBDIVISION  
PLAT BOOK  
B-4, PAGE 17

LOT 2  
SANDERS SUBDIVISION  
PLAT BOOK B-4, PAGE 1

L=293.23'  
R=229.00'  
D=73°21'59"  
CH=273.60'  
CB=S42°02'55"E

S78°43'55"E 179.19'

(BASIS OF BEARINGS)  
EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 19  
WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 20

S78°43'55"E 179.19'

L=203.60'  
R=159.00'  
D=73°21'59"  
CH=189.97'  
CB=N42°02'55"W

L=248.57'  
R=171.00'  
D=83°17'16"  
CH=227.26'  
CB=S47°00'34"E

A PORTION OF  
BOOK 3086 PAGE 22

L=350.33'  
R=241.00'  
D=83°17'16"  
CH=320.29'  
CB=N47°00'34"W

S05°21'56"W 131.02'

MATCH LINE WITH SHEET 4 OF 4

EASIS OF BEARINGS BEARINGS USED HEREIN ARE BASED ON THE  
EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 13  
SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING  
S00°11'48"E AS MONUMENTED AT THE NORTH BY THE EAST 1/4  
CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP  
STAMPED PLS 22573 AND MONUMENTED ON THE SOUTH BY THE  
SOUTHEAST CORNER OF SECTION 19, BEING A  
FOUND 2" ALUMINUM CAP STAMPED PLS 19625



NOT PART OF THIS SURVEY  
UNPLATTED  
BOOK 3404 PAGE 462



SCALE: 1" = 200'  
(US SURVEY FEET)

SOUTHEAST CORNER OF SECTION 19  
FOUND NO. 5 REBAR  
WITH 2" ALUMINUM CAP  
PLS 19625

18-600-070

						SHT NO 3 OF 4		<b>WILSON &amp; COMPANY</b> 1675 Broadway Suite 200 Denver, CO 80202 Phone 303-297-2976 Fax 303-297-2693	
						SCALE 1" = 200'			
						DWN BY TJB		DATE 4-25-2019	
						CHK BY			
						PROJ MGR DHO		4-25-2019	
						CLIENT APP			
NO	REVISION DESCRIPTION	BY	DATE	CHK'D	APP'D	UCCS HYBL SITE COLORADO SPRINGS CO, 80918 COUNTY OF EL PASO, STATE OF COLORADO			



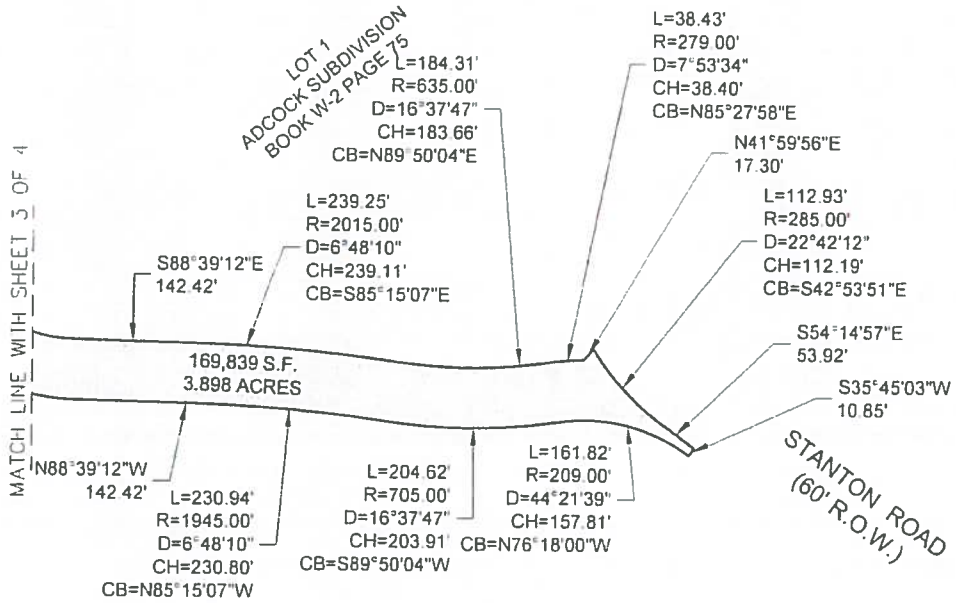
LOCATED IN THE SE 1/4 OF S19, AND THE SW 1/4 OF S20,  
T13S, R66W, OF THE 6TH P.M.,  
CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO  
EXHIBIT "A"

LOT 1  
NAGY SUBDIVISION  
PLAT BOOK B-4, PAGE 65

LOT 1 L.J. GREEN  
SUBDIVISION  
PLAT BOOK R-3, PAGE 90

LOT 1  
HUNN SUBDIVISION  
REC. NO. 2085589

LOT 1  
K LEE SUBDIVISION



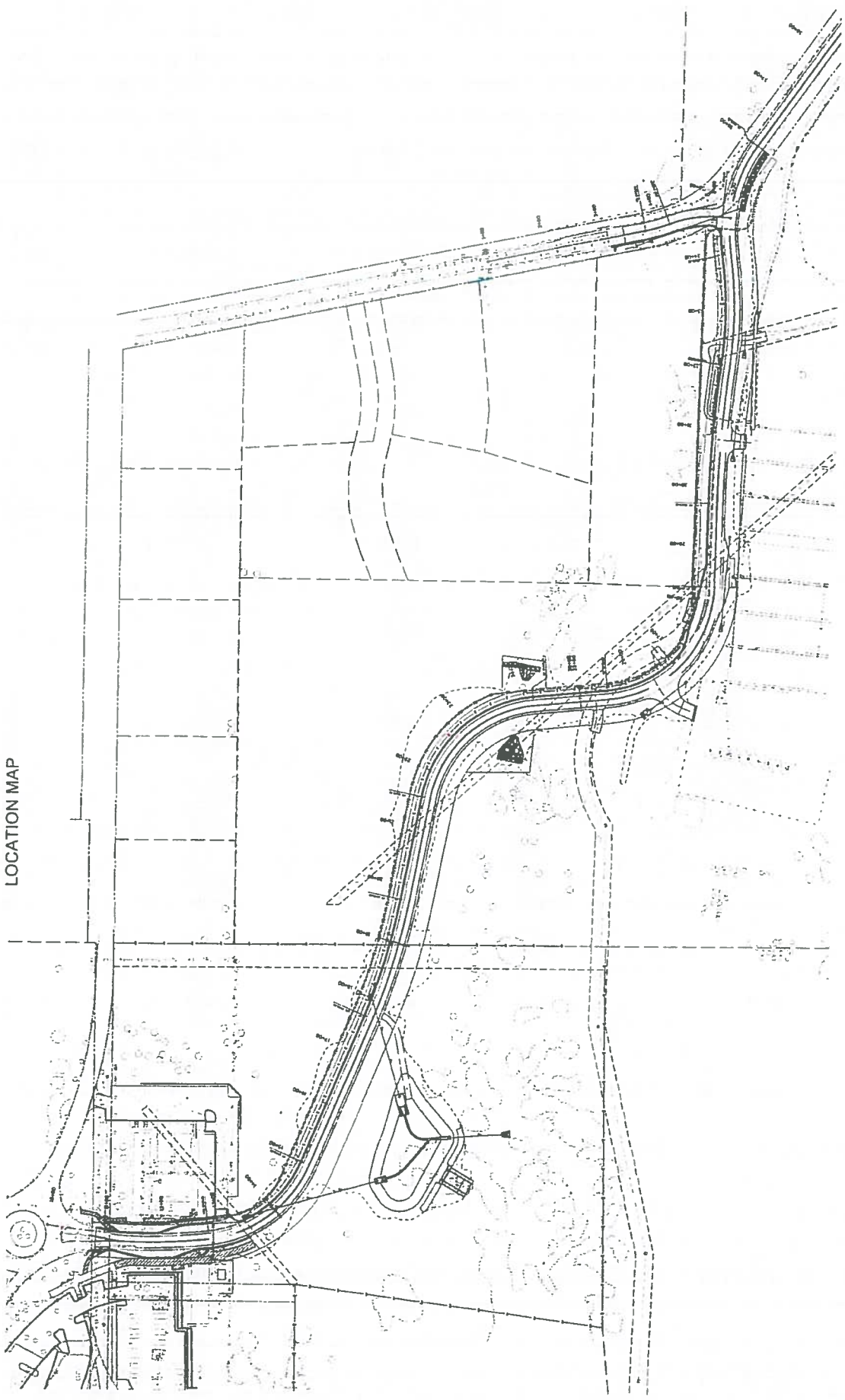
SCALE: 1" = 200'  
(US SURVEY FEET)

BASIS OF BEARINGS - BEARINGS USEC HEREIN ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING S00°11'48"E AS MONUMENTED AT THE NORTH BY THE EAST 1/4 CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP STAMPED PLS 22573 AND MONUMENTED ON THE SOUTH BY THE SOUTHEAST CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP STAMPED PLS 19625

18-600-070

						SHT NO 4 OF 4		<b>WILSON &amp; COMPANY</b> 1675 Broadway Suite 200 Denver, CO 80202 Phone 303-297-2976 Fax 303-297-2693
						SCALE 1" = 200'		
						DWN BY TJB	DATE 4-26-2019	UCCS HYBL SITE COLORADO SPRINGS CO, 80918 COUNTY OF EL PASO, STATE OF COLORADO
						CHK BY		
						PRJ MGR DHO	DATE 4-26-2019	
						CLIENT APP		
NO	REVISION DESCRIPTION	BY	DATE	CHKD	APPD			

EXHIBIT B  
UCCS FIBER OPTIC LINE  
LOCATION MAP



## GRANT OF PUBLIC IMPROVEMENT EASEMENTS

**The Regents of the University of Colorado**, a body corporate, for and on behalf of the University of Colorado Colorado Springs ("University"), whose street address is 1420 Austin Bluffs Parkway, Colorado Springs, 80918 being the owner of the hereinafter described real property located in the County of El Paso and State of Colorado, for and in consideration of the Intergovernmental Agreement between the University of Colorado Colorado Springs and the City of Colorado Springs dated \_\_\_\_\_ and other good and valuable consideration,, does hereby grant and convey unto **THE CITY OF COLORADO SPRINGS**, Colorado, a home rule city and Colorado municipal corporation, whose address is 30 South Nevada Avenue, Suite 502, Colorado Springs CO 80903 and its successors, assigns and representatives, ("City") **two public improvement easements** ("Easements") over and across a portion of University's real property ("University's Property").

**The exact location of the Easements (the "Easement Areas") is more particularly described and depicted on Exhibit C, and described and depicted on Exhibit D, attached hereto and by this reference incorporated herein and made a part hereof.**

University grants the permanent and perpetual Easements to the City for the purpose of operation of the installation, construction, reconstruction, operation, repair, replacement, alteration and maintenance of public improvements, in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto as City may from time to time deem necessary.

Together with rights of ingress and egress to the Easement Areas for the installation, construction, reconstruction, operation, repair, replacement, alteration and maintenance of facilities and improvements located within the Easements and in, on, over, across, under and through University's Property as may be necessary to exercise the rights granted to the City herein.

Public improvements are physical improvements to property which, after their construction or acceptance by the City, shall be maintained by the City or other public body.

University shall not erect or construct any building or other permanent structure within the Easement Areas and shall not block, restrict, or interfere with the City's or the public's use of or access to the Easement Areas. University covenants and agrees that no act shall be permitted or committed within the Easement Areas which is inconsistent with the rights herein granted, and that the grade or ground level of the Easement Areas shall not be changed by University by excavation or filling by more than one foot, without the written consent of the City; and University shall refrain from all acts within the Easement Areas which might reduce the safety of or cause a hazard to the Easement Areas and any improvements thereon whether now existing or later installed.

All rights, title and privileges herein granted or reserved, including all benefits and burdens shall run with the land and shall be binding upon and inure to the benefit of University and the City, their respective heirs, executors, administrators, successors, assigns, and legal representatives.



# EXHIBIT C

## LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 19, AND THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 20, BOTH OF TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; AND LOCATED IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO; BEING A PORTION OF THAT PARCEL DESCRIBED IN BOOK 3086 AT PAGE 22, AS RECORDED WITH THE EL PASO COUNTY CLERK AND RECORDERS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 20 BEARS N18°09'06"W, 1165.40 FEET;

THENCE N90°00'00"E, 67.94 FEET;

THENCE S06°49'03"W, 76.72 FEET;

THENCE N90°00'00"W, 45.15 FEET;

THENCE N05°21'56"W, 23.05 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 229.00 FEET, AND A LONG CHORD OF N12°11'38"W, 54.45 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, 54.58 FEET THROUGH A CENTRAL ANGLE OF 13°39'24" TO THE POINT OF BEGINNING.

CONTAINING 4,183 SQUARE FEET OR 0.096 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED ON THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S00°11'48"E AS MONUMENTED AT THE NORTH BY THE EAST ¼ CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP STAMPED PLS 22573 AND MONUMENTED ON THE SOUTH BY THE SOUTHEAST CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP STAMPED PLS 19625.

### LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS H. ORT III, A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

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FAX 303-297-2693



NORTHEAST 1/4 SECTION 19  
SOUTHEAST 1/4 SECTION 19

NORTHWEST 1/4 SECTION 20  
SOUTHWEST 1/4 SECTION 20

LOCATED IN THE SE 1/4 OF S19, AND  
THE SW 1/4 OF S20,  
T13S, R66W, OF THE 6TH P.M.,  
CITY OF COLORADO SPRINGS, COUNTY  
OF EL PASO, STATE OF COLORADO  
EXHIBIT "A"

EAST 1/4 CORNER OF SECTION 19  
FOUND NO. 5 REBAR  
WITH 2" ALUMINUM CAP  
PLS 22573

LOT 1  
SANDERS  
SUBDIVISION  
PLAT BOOK  
B-4, PAGE 17

LOT 2  
SANDERS SUBDIVISION  
PLAT BOOK B-4, PAGE 17

LOT 1  
MAGY SUBDIVISION  
PLAT BOOK B-4, PAGE 65

LOT 1  
HUNN SUBDIVISION  
REC. NO 2085589

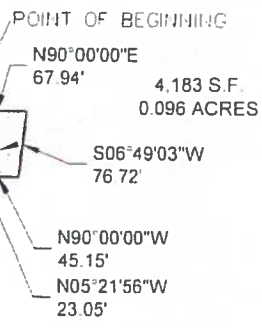
S00°11'48"W 2642.73'

S01°59'11"W 3060.91'

(BASIS OF BEARINGS)  
EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 19  
WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 20

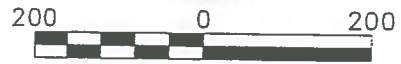
A PORTION OF  
BOOK 3086 PAGE 22

SOUTHEAST CORNER OF SECTION 19  
FOUND NO. 5 REBAR  
WITH 2" ALUMINUM CAP  
PLS 19625



L=54.58'  
R=229.00'  
D=13°39'24"  
CH=54.45'  
CB=N12°11'38"W

BASIS OF BEARINGS BEARINGS USED HEREIN ARE  
BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF  
SECTION 19 TOWNSHIP 13 SOUTH, RANGE 66 WEST  
OF THE 6TH PRINCIPAL MERIDIAN, BEING S00°11'48\"/>



SCALE: 1" = 200'  
(US SURVEY FEET)

18-600-070

NO	REVISION-DESCRIPTION	BY	DATE	CHK'D	AFF'D

SHT NO	2 OF 2
SCALE	1" = 200'
DWN BY	TJB
DATE	4-26-2019
CHK BY	
PROJ MGR	DHO
DATE	4-26-2019
CLIENT APP	

**WILSON & COMPANY** 1675 Broadway Suite 200  
Denver, CO 80202  
Phone 303-297-2976  
Fax 303-297-2693

UCCS HYBL SITE  
COLORADO SPRINGS CO, 80918  
COUNTY OF EL PASO,  
STATE OF COLORADO

## EXHIBIT D

### LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 19, AND THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 20, BOTH OF TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; AND LOCATED IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO; BEING A PORTION OF THAT PARCEL DESCRIBED IN BOOK 3086 AT PAGE 22, AS RECORDED WITH THE EL PASO COUNTY CLERK AND RECORDERS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 20 BEARS N12°27'30"W, 1072.85 FEET;

THENCE S00°00'00"E, 109.67 FEET;

THENCE S84°13'14"E, 73.54 FEET TO A POINT OF NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 159.00 FEET, AND A LONG CHORD OF N32°00'18"W, 138.06 FEET;

THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, 142.81 FEET THROUGH A CENTRAL ANGLE OF 51°27'38" TO THE POINT OF BEGINNING.

CONTAINING 5,478 SQUARE FEET OR 0.126 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED ON THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, BEING S00°11'48"E AS MONUMENTED AT THE NORTH BY THE EAST ¼ CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP STAMPED PLS 22573 AND MONUMENTED ON THE SOUTH BY THE SOUTHEAST CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP STAMPED PLS 19625.

#### LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS H. ORT III, A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

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NORTHEAST 1/4 SECTION 19  
SOUTHEAST 1/4 SECTION 19

NORTHWEST 1/4 SECTION 20  
SOUTHWEST 1/4 SECTION 20

LOCATED IN THE SE 1/4 OF S19, AND THE SW 1/4 OF S20, T13S, R66W, OF THE 6TH P.M., CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO EXHIBIT "A"

EAST 1/4 CORNER OF SECTION 19  
FOUND NO. 5 REBAR  
WITH 2" ALUMINUM CAP  
PLS 22573

LOT 1 SANDERS SUBDIVISION PLAT BOOK B-4, PAGE 17

LOT 2 SANDERS SUBDIVISION PLAT BOOK B-4, PAGE 17

LOT 1 MAGY SUBDIVISION PLAT BOOK B-4, PAGE 65

LOT 1 HUYN SUBDIVISION REC. NO. 2085589

S00°11'48"E 2642.73'

N12°27'30"W 1072.85'

POINT OF BEGINNING

L=142.81'  
R=159.00'  
D=51°27'38"  
CH=138.06'  
CB=N32°00'18"W

S00°00'00"E 109.67'  
5,478 S.F.  
0.126 ACRES

S84°13'14"E 73.54'

(BASIS OF BEARINGS)  
EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 19  
WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 20

A PORTION OF BOOK 3086 PAGE 22

SOUTHEAST CORNER OF SECTION 19  
FOUND NO. 5 REBAR  
WITH 2" ALUMINUM CAP  
PLS 19625

BASIS OF BEARINGS BEARINGS USED HEREIN ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S00°11'48" E AS MONUMENTED AT THE NORTH BY THE EAST 1/4 CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP STAMPED PLS 22573 AND MONUMENTED ON THE SOUTH BY THE SOUTHEAST CORNER OF SECTION 19, BEING A FOUND 2" ALUMINUM CAP STAMPED PLS 19625



SCALE: 1" = 200'  
(US SURVEY FEET)

18-600-070

NO	REVISION DESCRIPTION	BY	DATE	CHKD	APPD

SHT NO		2 OF 2	
SCALE		1" = 200'	
DWN BY	TJB	DATE	4-26-2019
CHK BY			
PROJ MGR	DHO	DATE	4-26-2019
CLIENT APP			

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UCCS HYBL SITE  
COLORADO SPRINGS CO, 80918  
COUNTY OF EL PASO,  
STATE OF COLORADO

## EXHIBIT E

### PPRTA FUNDED PROJECTS SPECIAL PROVISIONS

PPRTA Funding Special Provision: Joint Contracts – City of Colorado Springs (the “City”) and the Pikes Peak Rural Transportation Authority (the “PPRTA”).

This Agreement is a three-party agreement between the University, the City, and the PPRTA. The parties therefore agree to the following:

1. Conflicts: This PPRTA Special Provision shall supersede any contrary provision of this Agreement.
2. Parties: The University acknowledges and understands that this Agreement is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are Parties to this Agreement.
3. Payments: The University acknowledges and understands that all or a portion of the payments under this Agreement shall be made to the University by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is joint City / PPRTA funding, then payment to the University shall consist of warrants from the City and warrants from the PPRTA. The University agrees to accept all payments made or proffered by the PPRTA under this Agreement.
4. OMITTED.
5. Insurance: The Parties agree and understand that the University shall not name any Party as an additional insured. However, the University agrees to issue a contract amendment to its existing construction contract and to extend the Insurance Requirements found in Exhibit G “University Insurance Requirements – A” to include naming the PPRTA and the City as additional insureds for all provisions requiring the Contractor to name the University as an additional insured.
6. Law: This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City; the Resolutions and Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado. The University shall ensure that the University and the University’s employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.
7. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City’s obligations under this

Agreement is expressly subject to appropriation of funds by the City Council for this Agreement and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Agreement, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City and the PPRTA may terminate this Agreement without compensation to the University. Performance of the PPRTA's obligations under this Agreement are expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this Agreement. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA's obligations under this Agreement, or appropriated funds may not be expended due to legal limitations or non-availability, then the City and the PPRTA may terminate this Agreement without compensation to the University.

8. **Indemnification:** The Parties agree and understand that the University shall not indemnify any Party. However, the University agrees to issue a contract amendment to its existing construction contract and to extend the General Conditions Article 53.H. "Indemnification" of the construction contract to include the PPRTA and the City as third-party beneficiaries to such construction contract for the purpose of enforcing indemnification. Specifically, Article 53.H. "Indemnification" will be amended to state:

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, the City of Colorado Springs, its employees and agents, and the Pikes Peak Rural Transportation Authority, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees, to the extent such claims are caused by any negligent act or omission of the Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the State, its employees and agents, the City of Colorado Springs, its employees and agents, the Pikes Peak Rural Transportation Authority, its employees, agents, other contractors or assignees, or other parties not under control of or responsible to the Contractor.

9. **Governmental Immunity:** Nothing in this Agreement or in any actions taken by the University, the City or the PPRTA pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

10. **Warranties:** All warranties provided by the University under or pursuant to this Agreement to the City shall also apply to the PPRTA.

11. **Final Payment:** Final payment under this Agreement shall be made in accord with the terms of this Agreement, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the University against the City and the PPRTA.

12. Termination or default of Agreement: In all Agreement provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the University, the term City shall also apply to the PPRTA.

13. Agreement Changes: Any changes to the Agreement, including but not limited to additions and/or deletions, which are not insignificant to the scope, design and requirements of the Agreement shall be subject to prior approval of the PPRTA.