

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COLORADO DEPARTMENT OF TRANSPORTATION, HIGHLANDS RANCH
METROPOLITAN DISTRICT AND THE BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING PERMANENT
WATER QUALITY FACILITIES ASSOCIATED WITH THE C-470 TOLLED EXPRESS
LANES. DESIGN-BUILD PROJECT SEGMENT ONE.

WHEREAS, the Colorado Department of Transportation, ("CDOT"), Highlands Ranch Metropolitan District, ("District"), and the Board of County Commissioners of the County of Douglas, State of Colorado, ("Douglas County"), desires to enter into an Agreement regarding permanent water quality facilities associated with the C-470 Tolled Express Lanes Design-Build Project Segment 1, more specifically outlined in the attached Intergovernmental Agreement; and

WHEREAS, Douglas County is willing to enter into such an Agreement in accordance with the terms and conditions set forth in the Intergovernmental Agreement attached hereto; and

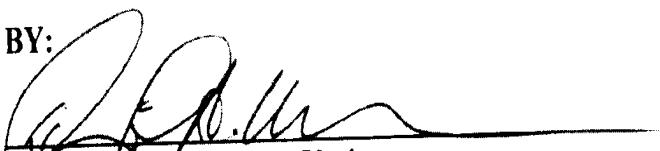
WHEREAS, the CDOT, the District, and Douglas County are governmental entities authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-203, C.R.S.; now, therefore,

BE IT RESOLVED, by the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, that the Intergovernmental Agreement between the CDOT, the District, and Douglas County, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is authorized to execute the Agreement on behalf of Douglas County.

PASSED AND ADOPTED this day 11th day of October, 2016, in Castle Rock, Douglas County, Colorado.

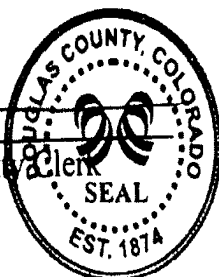
THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

BY:


DAVID A. WEAVER, Chair

ATTEST:


MEGHAN MCCANN, Deputy Clerk



INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT made this ____ day of _____ 2016, and hereinafter referred to as the "Agreement," by and among the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to either as "CDOT" or as the "State," and HIGHLANDS RANCH METROPOLITAN DISTRICT, 62 Plaza Drive, Highlands Ranch, CO 80129, hereinafter referred to as "District," and THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, 100 Third Street, Castle Rock, CO 80104, hereinafter referred to as the "County" and the State, District, and the County shall be either referred to as "Party" or collectively referred to as the "Parties."

RECITALS

1. Whereas, the Parties mutually desire to contribute to the proposed improvements known as the C-470 Tolled Express Lanes Design-Build Project Segment 1, hereinafter referred to as the "Project" which is more particularly described in **Exhibit A** attached hereto and incorporated; and the Parties desire to collaborate in meeting the Colorado Department of Public Health and Environment ("CDPHE") requirements related to the Municipal Separate Storm Sewer System (MS4) permits for each Party; and
2. Whereas, this Agreement outlines the individual Parties roles and responsibilities associated with the MS4 requirements for this Project; and
3. Whereas, all the required approval, clearance, and coordination for the Project have been accomplished from and with the appropriate agencies; and
4. Whereas, the Parties desire to enter into this Agreement to delineate their ownership, roles, and responsibilities for: (a) coordination and review during final design and construction of the Project; (b) operating and maintaining the Project-related PWQ Facilities; (c) responding to any significant illicit discharge spills that could impact the Project-related PWQ Facilities; and (d) access permitting ownership, operation and maintenance of access to the PWQ Facilities. CDOT understands and agrees that the District is willing to assume the long-term operation and maintenance for certain PWQ Facilities under this Agreement; and
5. Whereas, the Project has overlapping MS4 boundaries, and the Parties agree that the PWQ Facilities need to meet CDOT's requirements for stormwater quality runoff from the Project and adhere to the County's criteria and standards for PWQ Facilities located within the County's MS4 boundary. This Agreement does not include CDOT flood control and PWQ facilities that are strictly located entirely within CDOT right-of-way (ROW) or entirely outside of the District boundary; and
6. Whereas, CDOT has reviewed and approved the Project basic configuration (30% design) for

use in a design-build procurement process. CDOT has received Federal and State funds for the design and construction of the PWQ Facilities required for the Project. CDOT has provided the 30% design plans and specifications as required for this design-build project to the District and County. CDOT is responsible for the review and approval of the final design and construction of the PWQ Facilities and will oversee construction; and

7. Whereas, this Agreement is not intended to set a precedent for future PWQ agreements involving CDOT, the County or other Municipal Separate Storm Sewer Systems (MS4) permit holders. The Parties agree that future PWQ agreements shall be crafted on a case-by-case basis based on the facts and circumstances surrounding the highway construction project and water quality control requirements; and

8. Whereas, the County is responsible for post-construction inspections, enforcement and documentation of its MS4 requirements and is therefore, properly made a Party to this Agreement; and

9. Whereas, new facilities proposed for this Project, will be constructed at CDOT's expense, yet will treat more stormwater drainage originating from the County and District than from CDOT (an average of 27% of the combined flows originates from CDOT and an average of 73% originates from the County and District); and

10. Whereas, for this Project, CDOT has committed to treating 142% of the stormwater runoff from the Project area draining to the South Platte drainage and overall, 172% of new impervious area (or equivalent) for the entire Project and the ultimate configuration (to Kipling), exceeding the minimum New Development Redevelopment (NDRD) requirements for CDOT's MS4.

11. Whereas, pursuant to §43-2-144 C.R.S., as amended, § 43-3-101 C.R.S., as amended, §43-2-147 C.R.S., as amended, § 29-1-203 C.R.S., as amended, and State Highway Access Code, 2 CCR 601-1, as amended, the State may contract with the District and County to provide for the design, construction, and maintenance of highways that are part of the state highway system or that are part of the County's road system, which would include Permanent Water Quality (PWQ) Facilities; and

12. Whereas, 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 § 43-2-101(4)(c). Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. These recitals are hereby incorporated into the terms of this Agreement; and

13. Whereas, this Agreement is executed under the authority of sections 29-1-203, 43-1-105, 43-1-116 and 43-2-144, C.R.S., as amended; and

14. Whereas, all federal, state statutes, regulations, specifications, directives, procedures, documents, and publications that are specifically identified and/or referenced in this Agreement, together with all exhibits and attachments and addenda to this Agreement, are incorporated herein by this reference as terms and conditions of this Agreement as though fully set forth; and

15. Whereas, the County authorized representatives have duly passed and adopted the

appropriate ordinance or resolution, as shown in **Exhibit B** attached hereto and incorporated herein; and

16. Whereas, the District has the resources to perform the desired maintenance on the PWQ Facilities which the District agrees to maintain, at its own expense, as identified in this Agreement; and

17. Whereas, the District authorized representatives have duly passed and adopted the appropriate ordinance or resolution, as shown in **Exhibit C** attached hereto and incorporated herein; and

NOW THEREFORE, the Parties Agree as follows: Section 1.

Definitions

The definitions provided in this Agreement are for convenience and are added for context of the scope:

- A. "Applicable" A given permit is applicable if the area treated by the PWQ Facility is in the permittees permit area. The location of the individual PWQ Facility shall determine which MS4 permit requirements are applicable.
- B. "Control Measures" Any best management practice (BMP) or other method used to prevent or reduce the discharge of pollutants to state waters. Control measures include, but are not limited to best management practices. Control measures can include other methods such as the installation, operation, and maintenance of structure controls and treatment devices.
- C. "Douglas County GESC Permit Process" – Grading, Erosion and Sediment Control (GESC) Permit Process refers to the process applicants proceed through to obtain a permit to commence land disturbing activities within the unincorporated limits of Douglas County, as defined in the Douglas County GESC Manual.
- D. "Drainage Facilities" refers to the permanent facilities and improvements intended to reduce, detain, convey, and 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, full spectrum detention, and PWQ Facilities.
- E. "Erosion Control" is defined as response to any erosion resulting from inadequate temporary or permanent control measure(s) from either CDOT or District ROW before or after the DBC has been released of its CDPS-SCP permit for temporary sediment and erosion control.
- F. "Illicit Discharge" per Regulation 61 means any discharge to a municipal separate storm sewer that is not composed entirely of stormwater except the following: discharges specifically authorized by a CDPS permit, and discharges resulting from firefighting activities:
 - 1. Illicit Discharge per CDOT MS4 permit means any discharges to an MS4 that is not composed entirely of stormwater except discharges that are excluded from being an "illicit discharge" in accordance with Part I.E. of the 2015 CDOT MS4 Permit.
 - 2. Illicit Discharge per Local Agency MS4 permit means any discharge to a MS4 that is not composed entirely of stormwater, except discharges that are excluded from being an "Illicit Discharge" in accordance with Parts I.E. of the Phase II MS4 permit.
- G. "Long-Term Maintenance" is defined as any significant maintenance that is not defined as "Routine Maintenance." Regarding PWQ Facilities, this includes but is not limited to: replacement or major

repair of outlets, forebays, concrete replacements, full reconstruction or replacement of the control measures or flood outlets.

- H. “Major Spill” is defined as any illicit discharge that is reportable to CDPHE, also called “significant”. Generally, the quantity is 25 gallons or greater (and any quantity of a spill of a substance considered to be an extremely hazardous material). Examples include: truck rollovers, punctured fuels tanks, or inadequate control measures resulting in discharge of excess pollutants.
- I. “Minor Spill” is defined as any illicit discharge that is not reportable to CDPHE – generally less than 25 gallons. Examples include: vehicle radiator spills, small vehicle gas tanks, or inadequate erosion control measures resulting in discharge from CDOT’s, the District’s, or the County’s ROW to another jurisdiction MS4.
- J. “Municipal Separate Storm Sewer System (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):
 - 1. 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 CWA that discharges to waters of the United States;
 - 2. Designed or used for collecting or conveying stormwater;
 - 3. Which is not a combined sewer; and
 - 4. Which is not part of a Publicly Owned Treatment Works (POTW). See 5 CCR 1002-61.2(62).
- K. “Municipal Separate Storm Sewer System Outfall (Outfall)”: A “point source”, as defined herein, at the point where a MS4 discharges to state waters and does not include open conveyances connecting two MS4s, or pipes, tunnels or other conveyances which connect segments of the same stream or other state waters and are used to convey state waters.
- L. “PWQ Facilities” refer to post construction drainage facilities that are intended to provide stormwater quality treatment and are specifically used to meet stormwater quality treatment requirements as outlined in the Colorado Discharge Permit System (CDPS) and MS4 Permits issued by the CDPHE. These include the actual treatment facility, the surface improvements such as fencing, security gates, access within the water quality facility (which is needed to operate and maintain the PWQ Facilities) and related outlet structures.
- M. “PWQ Access Facilities” are recognized as MS4 Permanent Water Quality Facility access and consists of the surface improvements such as fencing, security gates, and access roads which are needed to operate and maintain the PWQ facilities.
- N. “PWQ Stormwater Inlet Facilities” are recognized as MS4 Permanent Water Quality Facilities collection and conveyance systems, including inlets, catch basins, pipelines, and open channels that are used to transport Stormwater to PWQ facilities.
- O. “Routine Maintenance” shall consist of regular inspection; trash removal, sediment removal, and removal of invasive vegetation, as required to maintain vegetative cover; and minor structural repairs, such as replacement of bolts or trash grate repair. All other maintenance is defined as “Long-Term Maintenance.”
- P. “SWMP” (Stormwater Management Plan): A document that is required to meet CDPHE’s

Stormwater Construction permits. This document shall follow current CDOT specifications and shall meet CDOT's MS4 Permit. The plan shall include detailed construction erosion/sediment control BMPs and their locations for all work within the Project. The plan will document the relationship between the phases of construction and the implementation and maintenance of stormwater management controls, and will be updated routinely as changes occur until the permit closes.

Section 2. Scope of Work for the PWQ Facilities for the Project

A. General

1. This Agreement applies to both existing PWQ Facilities (990N, 1018N, 1042S) and proposed new/modified PWQ Facilities (1072S, 1082S, 1120S, 1185S) as depicted in **Exhibit D**. Currently, some of the existing PWQ Facilities are located within the District's property. Other PWQ Facilities and pond access associated with this Agreement will require utilizing property owned by other(s) not party to this Agreement. Therefore, this Agreement does not include the separate easement acquisition process that needs to occur between CDOT and the other property owner(s) that CDOT needs in order to construct the required PWQ improvements.
2. This Agreement does not apply to PWQ Facilities that are solely within CDOT ROW and which CDOT is solely responsible to maintain.
3. Both the proposed new PWQ Facilities as well as any required modifications to the existing PWQ Facilities, that will be utilized to treat runoff from multiple Parties MS4 boundaries, shall be designed and constructed in accordance with both CDOT's *NDRD Program Guidance (2014)* and *Drainage Design Manual (2014)* and current *Douglas County Storm Drainage Design and Technical Criteria Manual*.
4. The maintenance of any PWQ Facilities located either partially or entirely within the District's property and/or the County's MS4 boundary are subject to current *Douglas County Storm Drainage Design and Technical Criteria Manual*. Per Section 12 of the Design-Build Contract Request for Proposals (RFP), CDOT has ensured the Design-Build Contractor ("DBC") will implement MS4 requirements, both temporary and permanent until CDOT's Notice of Final Acceptance by the applicable parties.
5. The District and County have reviewed the information related to the 30% design drainage study provided by CDOT, which includes the proposed PWQ Facilities and the use of existing PWQ Facilities for the Project. The DBC is responsible for final design, which may incorporate revisions that require review and approval by all Parties.
6. The Parties agree to provide the necessary permanent drainage easement or access easement to each other at no cost. The Parties agree to utilize an easement similar to that shown in **Exhibit E** for the properties shown in **Exhibit D**. The Parties also agree to waive all review and permit fees required by the various parties as they relate to the Project.
7. The Parties will coordinate on major spill and illicit discharge cleanup, including implementation of a Spill/Illicit Discharge call-down list. Specific spill/illicit discharge cleanup responsibilities of the Parties are identified in **Section 5**.
8. The Parties may perform emergency repairs to the facilities when facility conditions pose an immediate threat to infrastructure, the environment, or a health or safety hazard. Repairs must meet all Parties' MS4 design and maintenance

- requirements. Following CDOT’s Notice of Final Acceptance, payments for such repairs will be per Policy Directive 501.1.
9. Any fines levied against CDOT, the County, or the District shall be the responsibility of the entity whose action or inaction is the cause of the fine, regardless of which entity the fine is levied against.
 10. It is the intent of this Agreement that access roads to the PWQ Facilities directly from the mainline of C-470 or from C-470 on-ramps or off-ramps will be maintained by CDOT; and access roads to PWQ Facilities within the District will be maintained by the District.

B. Existing PWQ Facilities

There are three existing PWQ Facilities, as shown in **Exhibit D**, attached hereto and incorporated herein, that will receive additional stormwater runoff from the Project. They are referred to as Pond 990N (84W), Pond 1018N (84E), and Pond 1042S, respectively. Pond 990N and Pond 1018N are currently operated by the District but these ponds are located on real property owned by another agency. Pond 1042S is owned and operated by the District. The District is currently responsible for the long-term operation and maintenance of the three existing PWQ Facilities. The PWQ Facilities are displayed within **Exhibit D**.

The existing C-470 stormwater runoff currently flows to the three existing PWQ Facilities. The Project will only slightly increase the stormwater runoff due to the additional impervious areas. Based on the 30% drainage design provided by CDOT, the increase in the impervious area and corresponding increase in Water Quality Capture Volumes (WQCV) increases are summarized in **Table 1** below. This change is considered negligible.

Table 1 Water Quality Capture Volume Increases						
Pond	Offsite Imp. Area (Ac)	C-470 Increased Imp. Area	% Imp. Area Increase	Existing Pond WQCV	Required C-470 WQCV	% WQCV Increase
990N	146.0	8.0	5.5	16.3	0.40	2.5
1018N	241.0	1.0	0.4	19.1	0.05	0.3
1042S	740.0	8.9	1.2	44.1	0.44	1.0

A component of the Project is to design and construct improved access to the existing PWQ Facilities within the District’s and the County’s MS4 boundaries. These PWQ Facilities are shown in **Exhibit D**.

The existing PWQ Facilities listed below will require access and / or permanent easement as follows:

- a. **990N (Existing Pond 84 W)** – CDOT will need to obtain easements from the current property owners. CDOT to construct / improve approximate 900 feet access road. CDOT access to the site will be off of County Line Road (CLR). Proposed improvements will begin at CLR and follow the existing alignment.
- b. **1018N (Existing Pond 84 E)** – CDOT will need to obtain easements from the current property owners. No access improvements are required. CDOT access will be off of Plum Valley Lane and follow the existing alignment.
- c. **1042S (Existing Pond 1)** – CDOT will need to obtain easements from the District. CDOT to construct / improve approximate 1000 feet access road. CDOT access to the site will be off of Plaza Drive. Proposed improvements will begin at Plaza Drive and follow the existing alignment and a secondary access road will tee off the primary access and end at the outfall pipe.

Separate easement agreements between CDOT and the current property owners are required for Ponds **990N** and **1018N**, and CDOT shall provide copies of applicable easements to the Local Agencies for their records.

C. Proposed (New and / or Modified) PWQ Facilities

1. A component of the Project includes the design and construction of new and / or modified PWQ Facilities located both entirely within and partially within the District's and the County's MS4 boundaries. These PWQ Facilities are shown in **Exhibit D**.

The new or modified PWQ Facilities listed below will require access and / or permanent easement as follows:

- a. **1072S (New)** – CDOT will need to obtain an easement from the District and the District will need to obtain both an access easement and permanent easement from CDOT. CDOT to design and construct an access road from CDOT ROW via the eastbound on-ramp (with the final access location to be determined by CDOT and the DBC for the Parties' uses). District's long term maintenance will be through CDOT ROW via the eastbound on-ramp.
- b. **1082S (New)** – CDOT will need to obtain an easement from the District and the District will need to obtain a permanent easement from CDOT. CDOT to design and construct an access road from CDOT ROW via the eastbound on-ramp (with the final access location to be determined by CDOT and the DBC for CDOT's use). The District and County will access **Pond 1082S** via the existing access road that connects to **Pond 1072S**.
- c. **1120S (Modified)** – CDOT will need to obtain an easement from the District and the District will need to obtain a permanent easement from CDOT. CDOT to design and construct an access road from CDOT ROW via the eastbound on-ramp (with the final access location to be determined by CDOT and the DBC for CDOT's use). The District and County will access **Pond 1120S** via

the existing access road that connects to **Pond 1082S** and **Pond 1072S**.

- d. **1185S (Modified)** – CDOT will need to obtain an easement from the District and the District will need to obtain a permanent easement from CDOT. CDOT to design and construct an access road from CDOT ROW via the eastbound shoulder (with the final access location to be determined by CDOT and the DBC for CDOT's use). The District and County will access **Pond 1185S** via the existing access road that connects to Colorado Boulevard.

Section 3 – Scope of Work Design-Build Construction Phase through CDOT's Notice of Final Acceptance of the work completed by DBC.

A. CDOT Responsibilities (Section 3)

1. CDOT will be responsible for the following:

- a. CDOT shall grant the District and their assigns access to public land owned by CDOT for the purpose of the District maintaining PWQ Facilities, accessing, retrofitting, or modifying said facilities that are partially located within CDOT ROW. For the purpose of the District operating and maintaining the PWQ Facilities, CDOT shall grant the District non-exclusive permanent easements for the properties shown in **Exhibit E** labeled **HR-1, HR-1a, HR-2, HR-3, and HR-4**. The terms and conditions for the permanent non-exclusive easements associated with **HR-1, HR-2, HR-3 and HR-4** shall be similar to the form attached hereto labeled as **Exhibit E** - whereby CDOT shall be identified as the "Grantor" and the District shall be identified as the "Grantee".
- b. Furthermore, CDOT shall grant a permanent non-exclusive access easement to the District for **HR-1a**. Said easements shall be granted by CDOT to the District at no cost to the District.
- c. CDOT shall be responsible for preparing the legal descriptions and associated exhibits for all the easements pertaining to this Agreement, (some of which shall be completed once the DBC plans are finalized and they have been approved by CDOT). CDOT shall prepare legal descriptions for the following easements: **PE-3, PE-7, PE-8, PE-9, PE-10, PE-12, PE-13, HR-1, HR-1a, HR-2, HR-3 and HR-4**.
- d. Additionally, by separate agreement, CDOT is responsible for obtaining permanent easements shown in **Exhibit E** and labeled: **PE-2, PE-2A, PE-4, PE-4A, PE-6, and PE-6A**. And CDOT shall provide the District and the County with copies of the executed easement agreements acquired by CDOT for **PE-2, PE-2A, PE-4, PE-4A, PE-6, and PE-6A** prior to commencing construction, unless CDOT has obtained immediate possession of the required properties.
- e. The District, as a Non-Standard Phase II MS4 permit holder, is also subject to Douglas County MS4 oversight. CDOT shall coordinate with the District and County for PWQ Facilities to be maintained by the District. The District is required

to meet the certain applicable sections of the County's MS4 permit requirements. Therefore, CDOT and DBC shall take into consideration both CDOT and the County's requirements in designing the facilities.

- f. CDOT shall be responsible for costs to design and construct the PWQ Facilities identified in **Exhibit D**. Upon CDOT's Notice of Final Acceptance of the work completed by the DBC (as defined in the Design-Build Contract RFP Book 1 Section 20), the landscape reestablishment shall be warrantied for the work associated with the PWQ Facilities to be maintained by the District, as identified in this Agreement. The "Landscape Warranty Period" shall be in accordance with the Design-Build Contract RFP Book 2 Section 17.
- g. CDOT or the DBC, (via the Design-Build Contract RFP documents), shall be responsible for remediation of any erosion/sediment discharges resulting from inadequate initial, interim, or final Best Management Practices (BMPs) from either within CDOT ROW or within the District's property as a result of the construction of the Project. During construction, CDOT shall ensure the DBC addresses BMP deficiencies or any inadequacies in accordance with CDOT's MS4 Permit requirements.
- h. CDOT shall invite the District and the County to attend task force meetings related to the Project elements associated with this Agreement. CDOT shall provide meeting minutes and distribute for review and acceptance by the Parties. CDOT will provide design plans and specifications to the District and the County for their review and comment. The Parties agree that the DBC will utilize the 30% design plans as a basis for finalizing the PWQ Facilities associated with this Agreement. CDOT acknowledges that the District and County require 14 calendar days (excluding US Holidays) for review and comment of the plans and specifications. CDOT and the DBC shall finalize the plans for the PWQ Facilities, incorporating the District and the County comments for the PWQ Facilities to be maintained by the District.
- i. CDOT shall invite the District and the County to any walk through of the PWQ Facilities to be maintained by the District. CDOT shall provide the District and County with a written punch list. Upon completion of construction of the Project, CDOT shall distribute as-built plans to the District and the County for the PWQ Facilities to be maintained by the District.
- j. CDOT shall provide the District and the County the required information for the PWQ Facilities to be maintained by the District within the County's MS4 boundary to comply with CRS 37-92-602(8).
- k. CDOT or its assigns, shall upload the required information, as applicable, for the PWQ Facilities located solely within CDOT's MS4 boundary to comply with CRS 37-92-602(8). CDOT shall upload the required information, as applicable, to the Stormwater Detention and Infiltration Facility Notification for the Colorado Division of Water Resources website, in accordance with CRS 37-92-602(8).

- l. CDOT shall ensure that the design for the PWQ Facilities (to be maintained by the District) meet the requirements for both CDOT's *NDRD Program Guidance (2014)* and *CDOT's Drainage Design Manual (2004)* as well as the current *Douglas County Storm Drainage Design and Technical Criteria Manual*.
- m. CDOT or their assigns shall prepare and implement a SWMP for the Project consistent with current with CDOT's stormwater construction and MS4 Permit requirements; therefore, the Parties agree that CDOT does not need to follow the Douglas County GESC Permit Process. Since, CDOT or their assigns shall prepare and implement a SWMP for the Project consistent with current CDOT's stormwater construction and MS4 Permit requirements, the County and the District agree that CDOT does not need to follow the Douglas County GESC Permit Process. By signing this Agreement, the Parties agree to this stipulation.
- n. Flood control measures and related Drainage Facilities for specifically CDOT and completely within CDOT ROW are not included in this Agreement.
- o. In the event that safety concerns are identified relating to the PWQ Facilities, CDOT will partner with the District and the County and any other local jurisdictions to identify the appropriate response to maintain safe and functional PWQ Facilities throughout construction of the Project.

2. Local Agencies' Responsibilities (Section 3)

A. The District will be responsible for the following:

1. Since, CDOT or their assigns shall prepare and implement a SWMP for the Project consistent with current CDPHE and CDOT's MS4 Permit requirements, the County and the District agree that CDOT does not need to follow the Douglas County GESC Permit Process. By signing this agreement, the Parties agree to this stipulation.
2. The District shall grant CDOT and their assigns access to property owned by the District for the purpose of constructing new PWQ Facilities, accessing, retrofitting, or modifying existing PWQ Facilities; and if necessary, to maintain PWQ Facilities and to respond to minor or major spills and illicit discharges. The District shall grant CDOT non-exclusive permanent easements for the properties shown in **Exhibit E** and labeled as **PE-3, PE-7, PE-8, PE-9, PE-10, PE-12** and **PE-13**. Said easements shall be granted by the District to CDOT at no cost to CDOT. The terms and conditions for each of the permanent non-exclusive easements associated with **PE-3, PE-7, PE-8, PE-9, PE-10, PE-12** and **PE-13** shall be similar to the form attached hereto and labeled as **Exhibit E** and whereby the District shall be identified as the "Grantor" and CDOT shall be identified as the "Grantee".
3. The District will participate in task force meetings related to the Project elements

associated with this Agreement. The District agrees to provide regular feedback to the County and CDOT on any changes or concerns related to the design and construction of the PWQ Facilities. The District shall review and accept meeting minutes provided by CDOT. The Parties agree that the DBC will utilize the 30% design plans as a basis for finalizing the PWQ Facilities associated with this Agreement. The District shall have 14 calendar days (excluding US Holidays) for review and approval of the plans and specifications. CDOT and the DBC shall finalize the plans for the PWQ Facilities, incorporating the District and the County comments for the PWQ Facilities to be maintained by the District.

4. The District shall attend any walk through of the PWQ Facilities to be maintained by the District.

B. The County will be responsible for the following:

1. Since, CDOT or their assigns shall prepare and implement a SWMP for the Project consistent with current CDPHE and CDOT's MS4 Permit requirements, the County and the District agree that CDOT does not need to follow the Douglas County GESC Permit Process. By signing this agreement, the Parties agree to this stipulation.
2. The County will participate in task force meetings related to the Project elements associated with this Agreement. The County agrees to provide regular feedback to the District and CDOT on any changes or concerns related to the design and construction of the PWQ Facilities. The County shall review and accept meeting minutes provided by CDOT. The Parties agree that the DBC will utilize the 30% design plans as a basis for finalizing the PWQ Facilities associated with this Agreement. The County shall have 14 calendar days (excluding US Holidays) for review and comment of the plans and specifications. CDOT and the DBC shall finalize the plans for the PWQ Facilities, incorporating the District and the County comments for the PWQ Facilities to be maintained by the District.
3. The County shall attend any walk through of the PWQ Facilities to be maintained by the District.
4. Upon receipt of the required information for the combined detention and water quality PWQ Facilities to comply with CRS 37- 92-602(8) immediately after CDOT's Notice of Final Acceptance of the PWQ Facilities to be maintained by the District, the County shall review and upload the CDOT supplied required information, as applicable, to the Stormwater Detention and Infiltration Facility Notification for the Colorado Division of Water Resources website, in accordance with CRS 37-92-602(8).

Section 4 – Scope of Work for Routine Maintenance and Long-Term Maintenance after CDOT's Notice of Final Acceptance of the Project completed by the DBC

A. CDOT Responsibilities (Section 4)

1. Following the completion of the project, each Party is responsible for insuring compliance pursuant to the terms and conditions of its individual MS4 Permit, or as

otherwise stated below.

2. CDOT shall coordinate on MS4 Permit matters with both the District and the County.
3. For the new PWQ Facilities to be maintained by the District, CDOT shall provide an electronic copy to each the District and the County of the final Operations and Maintenance (O&M) manuals for each of the respective facilities, which shall be done in accordance with the applicable standards.
4. In the event any of the existing PWQ Facilities maintained by the District require policy or law mandated retrofitting, repair, or replacement due to failure, CDOT will be responsible for their pro-rata share, based on the percent of contributing stormwater flow to the facility, of the costs for the retrofitting, improvements, repair, or reconstruction of the existing PWQ Facilities per the CDOT Procedural Directive 501.1 that are not covered by routine operation and maintenance. If necessary, CDOT may perform major reconstruction or capital improvement of the PWQ Facilities maintained by the District only after funding for the improvement has been identified and obtained, per the CDOT Procedural Directive 501.1.
5. In the event any of the new PWQ Facilities maintained by the District require policy or law mandated retrofitting, repair, or replacement due to failure, CDOT will be responsible for the costs for the retrofitting, improvements, repair, or reconstruction of the new PWQ Facilities per the CDOT Procedural Directive 501.1 that are not covered by routine operation and maintenance. If necessary, CDOT may perform major reconstruction or capital improvement of the PWQ Facilities maintained by the District only after funding for the improvement has been identified and obtained, per the CDOT Procedural Directive 501.1.
6. CDOT may issue a written notice to the District (with a copy of notice sent to the County) to cure deficiencies in the event the District fails to properly maintain the PWQ Facilities as identified in this Agreement. In the event the deficiencies are not remedied within four (4) months after sending written notice of such deficiencies from CDOT to the District, then CDOT may take whatever steps CDOT deems necessary to maintain the PWQ Facilities that were identified in CDOT's written notice. The District shall reimburse CDOT its actual and documented costs for such maintenance repair work including labor, equipment, supplies and materials **(assuming the repair work was not due as a result of an embankment slope failure resulting in erosion, other infrastructure failures, or spills that originate within CDOT's ROW which are CDOT's responsibility)**. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future. Such maintenance and operations shall be conducted in accordance with all applicable statutes, CDOT, District, and County MS4 requirements, and applicable legal requirements, ordinances and regulations which define the requirements to maintain such PWQ Facilities maintained by the District during their useful life. Routine maintenance shall include items as defined in this Agreement.
7. CDOT may issue a written notice to the District or County (whomever is applicable) to cure deficiencies in the event that the District or the County fails to provide adequate inspection, reporting, or documentation for PWQ Facility Maintenance , or for compliance with CDOT's MS4 permit reporting requirements.
8. CDOT agrees it will not remove or alter the PWQ Facilities maintained by the

District without prior review and approval by the District and County. CDOT may perform major reconstruction or capital improvement of the PWQ Facilities maintained by the District only after funding for the improvement has been identified and obtained, per the CDOT Procedural Directive 501.1.

9. Prior to commencing any reconstruction or capital improvements activities of the PWQ Facilities maintained by the District, CDOT shall coordinate with the District and the County to minimize impacts to landscaping enhancements that were installed by the District. CDOT will not be responsible for the costs of any enhanced landscaping or irrigation installed by the District, which are the District's responsibility.
10. For major repairs of PWQ Facilities that are maintained by the District, CDOT and the District shall share costs apportioned per Procedural Directive 501.1.
11. The State, Federal Highway Administration (FHWA), and/or the Environmental Protection Agency (EPA) may make periodic inspections of the project to verify that the PWQ Facilities maintained by the District are being adequately maintained.
12. CDOT is not responsible for the Routine Maintenance of the PWQ Facilities that are identified in this Agreement as the District assumes all responsibility to maintain / operate these PWQ Facilities.

B. District Responsibilities (Section 4)

1. Following the completion of the project, each Party is responsible for insuring compliance pursuant to the terms and conditions of its individual MS4 Permit, or as otherwise stated below.
2. The District agrees to permit CDOT, the DBC, and their assigns access to the District property identified in this Agreement, for the purpose of constructing new Facilities, retrofitting or modifying the existing Facilities, or to address various failures, spills or illicit discharges, so long as the work performed by CDOT is consistent with the terms and conditions of this Agreement.
3. District agrees to continue maintenance of the existing flood control facilities located at 1185N (existing Otero Pond) and 1297N (existing Spring Creek Regional Pond), respectively, which do not involve water quality control related to this Project and therefore are not shown in the Agreement.
4. The District agrees to provide Routine Maintenance, at its own expense, for the following PWQ Facilities that are shown in Exhibit D: 1072S, 1082S, 1120S, and 1185S.
5. Prior to February 1st of each calendar year, the District or the County (whomever is applicable) shall provide CDOT the number of inspections completed; and provide by March 31st an electronic copy of the annual inspection and maintenance report that are applicable to this Agreement. The District or the county (whomever is applicable) shall provide annual maintenance inspection documentation (even when no activity occurs) to CDOT of PWQ Facilities maintained by the District; and said documentation provided by the District or the County (whomever is applicable) shall be in accordance with CDPHE's annual reporting requirements for the District. The District shall maintain all documents relevant to its MS4 requirements and share all appropriate documents with CDOT and the County that are applicable to this Agreement.

6. Regarding all new PWQ Facilities that are to be maintained by the District, the obligations under this **Section** will only be in effect from the date of CDOT's Notice of Final Acceptance of the Project and in accordance with the respective O&M manuals for each facility (prepared by the DBC).
7. The District agrees it will not remove or alter the new PWQ Facilities that are maintained by the District in such a way that it reduces the documented treatment area as originally constructed. Should the District choose to modify the facility to add additional treatment areas, the changed treatment area shall be documented in the form of a drainage report prepared by the District. If necessary, the District, with written approval from CDOT, may perform major reconstruction or capital improvement of the new PWQ Facilities maintained by the District. The District shall invite CDOT and the County to attend pre-review design meetings held by the District related specifically to any modifications to the new PWQ Facilities that are to be maintained by the District. The District shall provide meeting minutes and distribute for acceptance by the Parties. Said modifications shall comply with both CDOT and the County's MS4 design requirements. If the Parties mutually agree that the modifications are acceptable, then the District shall finalize the new PWQ Facility design modification plans incorporating CDOT and County comments. The District shall re-submit these plans to CDOT and the County for final review and approval, and CDOT and the County shall have 14 calendar days, (excluding U.S. Holidays), for review or approval. Modifications shall not proceed until approval by all Parties with no time constraints.
8. The District will maintain and operate the PWQ Facilities identified in this agreement and any modifications in accordance with all applicable requirements, ordinances and statutes.
9. Maintenance by the District shall refer to routine maintenance per the O&M manuals of each PWQ Facility, as defined above and as necessary to meet the requirements of this Agreement.
10. In the event the District fails to properly maintain the PWQ Facilities, (identified to be maintained by the District per this Agreement), then CDOT may issue a written notice to the District to cure deficiencies (and CDOT will provide a copy of notice to the County). In the event that the deficiencies are not remedied by the District within a four (4) month timeframe after receipt of written notice from CDOT, then CDOT has the right, but not the obligation, to enter the property and take whatever steps CDOT deems necessary for the purpose of ensuring the PWQ Facilities are being maintained and operated properly. The District agrees to reimburse CDOT for its actual documented costs for such maintenance repair work including labor, equipment and materials (assuming the work performed by CDOT is neither CDOT's responsibility, as noted in Section 4.A.5., nor the County's responsibility, as noted in Section 4.C.4.). If CDOT repairs said deficiencies, CDOT is under no obligation for future maintenance of the repaired facilities, provided CDOT performs the work in accordance with all applicable MS4 requirements. Once CDOT has completed said repairs, the District is responsible for the continued operation and maintenance of the PWQ Facilities.
11. For major repairs of PWQ Facilities that are maintained by the District, CDOT and the District shall share costs apportioned in relation to pro rata share of the stormwater drainage tributary flows to the PWQ Facilities maintained by the District, and per

Procedural Directive 501.1. The District provides current long- term operation and maintenance of ponds 990N, 1018N and 1042S, respectively.

C. County Responsibilities (Section 4)

1. Following the completion of the project, each Party is responsible for insuring compliance pursuant to the terms and conditions of its individual MS4 Permit, or as otherwise stated below.
2. Prior to February 1st of each calendar year, the District or the County (whomever is applicable) shall provide the District and CDOT the number of inspections completed; and provide by March 31st an electronic copy of the annual inspection and maintenance report that are applicable to this Agreement. The District or the County (whomever is applicable) shall provide annual maintenance inspection documentation (even when no activity occurs) to CDOT of PWQ Facilities maintained by the District; and said documentation provided by the District or the County (whomever is applicable) shall be in accordance with CDPHE's annual reporting requirements for the County. The County shall maintain all documents relevant to its MS4 requirements and share all appropriate documents with CDOT and the District that are applicable to this Agreement.
3. The County shall inspect and report on the PWQ Facilities maintained by the District at the County's expense pursuant to the terms and the conditions of the County's and CDOT's MS4 Permit, but no less than once a permit term. For the purposes of this agreement, the applicable MS4 inspection and reporting requirements (including, but not limited to inspectors' required certifications), shall apply.
4. Inspection information required by both CDOT and the County's MS4 permit shall be submitted in writing to CDOT by February 1st and March 31st, respectively, as described in Section 4.C.2., for the PWQ Facilities maintained by the District. Any inspection form can be used once it is accepted by Agreement of the Parties, which shall include the minimum information required by each Party's MS4 permit.
5. The County may issue a written notice to the District to cure deficiencies in the event the applicable party fail to report or properly maintain the new PWQ Facilities to be maintained by the District. In the event the deficiencies are not remedied within a four (4) month timeframe after written notice of such deficiencies, the County has the right, but not the obligation, to enter the property for the purpose of maintaining the PWQ Facilities. The District shall reimburse the County its actual and documented costs for such maintenance repair work including labor, equipment, supplies and material (assuming the repair work was not due as a result of an upstream slope failure resulting in erosion, other infrastructure failures that originate within the County's ROW which are the County's responsibility). If the County repairs any deficiencies, it is under no obligation to maintain or repair such deficiency in the future. Such maintenance and operations shall be conducted in accordance with all applicable statutes and MS4 permit requirements.

Section 5. Illicit Discharge Coordination for the Parties

- A. Each Party is responsible for insuring compliance pursuant to the terms and conditions

- of their individual MS4 Permits as it relates to spills and/or illicit discharges.
- B. All “orphaned” illicit discharges or known major spills (not identified to a specific responsible party) cleanup costs shall be the responsibility of the respective ROW or property owner within the Project boundary.
 - C. The Parties agree to use the call-down system as shown in **Exhibit F, attached hereto and incorporated herein**, to notify the Parties of any potential illicit discharge within the Project boundary. Parties agree to coordinate cleanup and mitigation of any illicit discharge from its ROW into any of the PWQ Facilities related to this Project.
 - D. For Illicit Discharge, Major Spills, and Minor Spills, the landowner of the source of the Illicit Discharge, Major Spill, and Minor Spill shall be responsible for notification and cleanup of the Illicit Discharges, Major Spills, and Minor Spills.
 - E. The responsible party shall be responsible for cleanup costs of any illicit discharge or for known minor and major spills within the geographic limits as specified in this Agreement.

Section 6. Term and Termination Provisions

This Agreement shall not be effective or enforceable until it is approved and signed by the Governor or his designee and an authorized signatory of the Parties (“Effective Date”). The operations and maintenance obligations for the PWQ Facilities (to be maintained by the District under this Agreement) shall commence on the date of CDOT’s Notice of Final Acceptance of the PWQ Facilities by CDOT and final written concurrence from the County and the District. The District operation and maintenance responsibilities will remain in effect until this Agreement is terminated in accordance with the requirements of this **Section 6** and Parties agree to terminate. The Project completed by the DBC also requires final acceptance of the new Facilities by the District and County, which will not be unreasonably withheld by any one Party. This Agreement will remain in effect unless terminated as follows:

- A. Termination for Convenience. The Parties may terminate this contract at any time the Parties determine that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and attachments hereto which may require continued performance or compliance with MS4 permit requirements, beyond the termination date of the Agreement, shall survive such termination date and shall be enforceable by the Parties as provided herein in the event of such failure to perform or comply by any of the Parties.

- B. Termination for Cause. If, through any cause, any Party fails to fulfill its obligations under this Agreement, or if any Party violates any of the covenants, agreements, or stipulations of this Agreement, the non-defaulting Party or Parties shall thereupon have the right to terminate this Agreement for cause by giving written notice to the other Parties 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 Parties can within said thirty (30) days reasonably show cause why termination is not appropriate. If after such termination it is determined, for any reason, that the allegedly violating or defaulting Party was not in default, or that this Party's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the Parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

Section 7. 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.

Section 8. Representatives and Notice

CDOT will provide liaison with the District and the County through CDOT's Region Director, Region 1, 2000 South Holly Street, Denver, Colorado 80222, (303) 757-9459. Said Region Director will also be responsible for coordinating CDOT's activities under this Agreement. CDOT shall notify the County and the District regarding the commencement of the Project. Notification shall be given in writing at least 14 days prior to work commencing. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of CDOT Region 1, the County, and the District. Until changed by notice in writing, all such notices and communications shall be addressed as follows:

If to State:

CDOT Region 1 Representative, Jerome Estes
C-470 Express Lanes Project Director
2000 South Holly Street Denver,
CO 80222
(303) 757-9295

CDOT HQ PWQ Manager, Amber Williams
4201 E. Arkansas Avenue, Shumate Building
Denver, CO 80222
(303) 757-9814

If to the Local Agency:

If to the District:

Highlands Ranch Metro District Representative
Director of Public Works

62 Plaza Drive
Highlands Ranch, CO 80129 62 Plaza Drive
(303) 791-0430

If to Douglas County:

Douglas County Engineering Representative
Public Works Engineering Director
100 Third Street, Suite 220
Castle Rock, CO 80104
(303) 660-7490

Douglas County Attorney's Office
County Attorney
100 Third Street
Castle Rock, CO 80104
(303) 660-7357

Section 9. 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 and assigns.

Section 10. 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 11. 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 12. 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 13. 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 all Parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.
- B. Any 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 no 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 14. 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 Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date such written decision, the County or the District gives notice to the State of its written appeal addressed to the Executive Director of the Department of Transportation. A copy of the County or the District's written appeal shall be enclosed with said notice. In connection with any appeal proceeding under this clause, the County or the District 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 County or the District shall proceed diligently with the performance of the Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director 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 15. 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, the District, or the County for other "maintenance and operations services" on State Highway rights-of-way within the jurisdiction of the District or the County. In addition, 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, the District, or the County.

Section 16. Sub-Local Agencies

The District or the County may enter into Sub-Agreements for any part of the performance required under this Agreement, subject to advance written notice to the State. The State understands that the District may intend to perform some or all of the services required under this Agreement through a Sub-Agreement. The District or the County agrees not to assign any Sub-Agreement without the express, written consent of the State which shall not be unreasonably withheld. Except as herein otherwise provided, any Sub-Agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 17. Appropriations

Pursuant to section 29-1-110, C.R.S., any financial obligations of CDOT, the District and the County contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available on an annual basis.

Section 18. Choice of Laws

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

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THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

<p>The District Highlands Ranch Metro District</p> <p>BY: _____</p> <p>Title: _____</p> <p>DATE: _____</p>	<p>STATE OF COLORADO JOHN W. HICKENLOOPER, GOVERNOR Colorado Department of Transportation Shailen P. Bhatt, Executive Director</p> <p>_____ By: Joshua Laipply, P.E., Chief Engineer</p> <p>Date: _____</p>
<p>The County Douglas County, Colorado</p> <p>By: _____ David A. Weaver</p> <p>Chair, Board of County Commissioners</p> <p>Date: _____</p>	

EXHIBIT A

PROJECT DESCRIPTION

The C-470 Tolloed Express Lanes Design-Build Project Segment 1 (the "Project") will be constructed, managed, owned, and operated by CDOT. The Project is supported by the C-470 Corridor Coalition and partial funding is being provided to CDOT from Douglas County.

The current proposed work for this Project includes:

- Add two tolled express lanes westbound on C-470 from I-25 to Colorado, one tolled express lane westbound between Colorado and Wadsworth. And add one tolled express lane to eastbound on C-470 from either Wadsworth or Platte Canyon Road to I-25;
- Full reconstruction of the existing pavement;
- Add auxiliary lanes at select interchange locations;
- Improve on-ramps and off-ramps to meet current design standards and include ramp metering where appropriate;
- Construction of direct-connect ramps to the westbound managed tolled lanes to accommodate traffic from I-25 (both northbound and southbound);
- Provide for direct connections between E-470 and the C-470 tolled express lanes and C-470 general purpose lanes;
- Make geometric improvements, including realigning substandard curves;
- Make safety and operational improvements between I-25 and Quebec to eliminate left lane drops and safely accommodate the I-25 direct connect ramps to the tolled express lanes;
- Widening of existing bridges throughout the project area;
- Replacing the bridges over the South Platte River;
- Installing water quality facilities and flood control facilities designed to current standards;
- Modifying some existing flood control facilities to meet water quality design standards;
- Installing noise barriers where required;
- Installing ITS elements and tolling equipment;
- Installing the appropriate signing and striping required for the proposed improvements;
- Provide grade separations for the C-470 multi-use trail at Colorado Boulevard and Quebec Street (which includes grade separations for C-470 westbound off and on ramps)

CDOT decided to pursue a design-build contract to deliver the project. The design-build contract between CDOT and the Design-Build Contractor includes constructing the Basic Configuration – which consists of the minimum acceptable elements to be constructed for this Project.

Additionally, CDOT identified one (1) Additional Requested Element (A.R.E.) which if included by a short-listed Design-Build Contractor will extend the eastbound C-470 tolled express lane from Wadsworth to Platte Canyon Road.

EXHIBIT B

DOUGLAS COUNTY RESOLUTION

HIGHLANDS RANCH METRO DISTRICT RESOLUTION OR ORDINANCE

Exhibit D – Page 1 of 7 Key Map

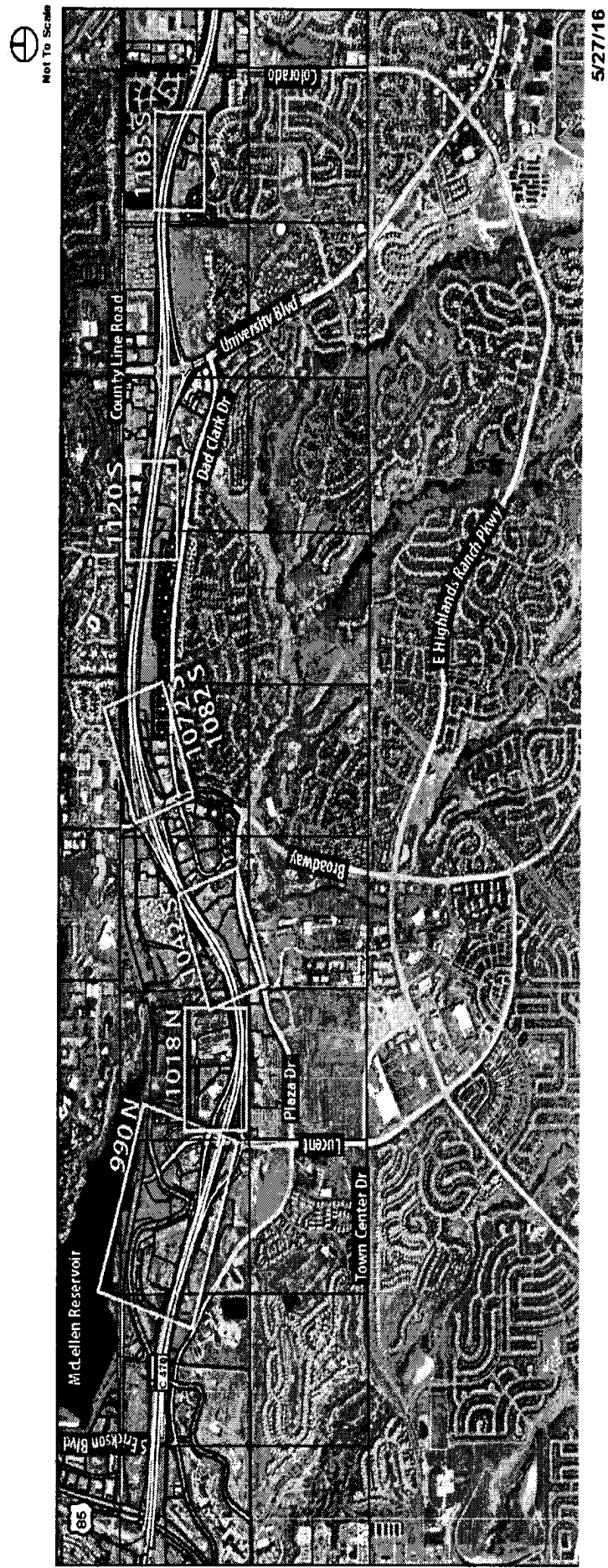
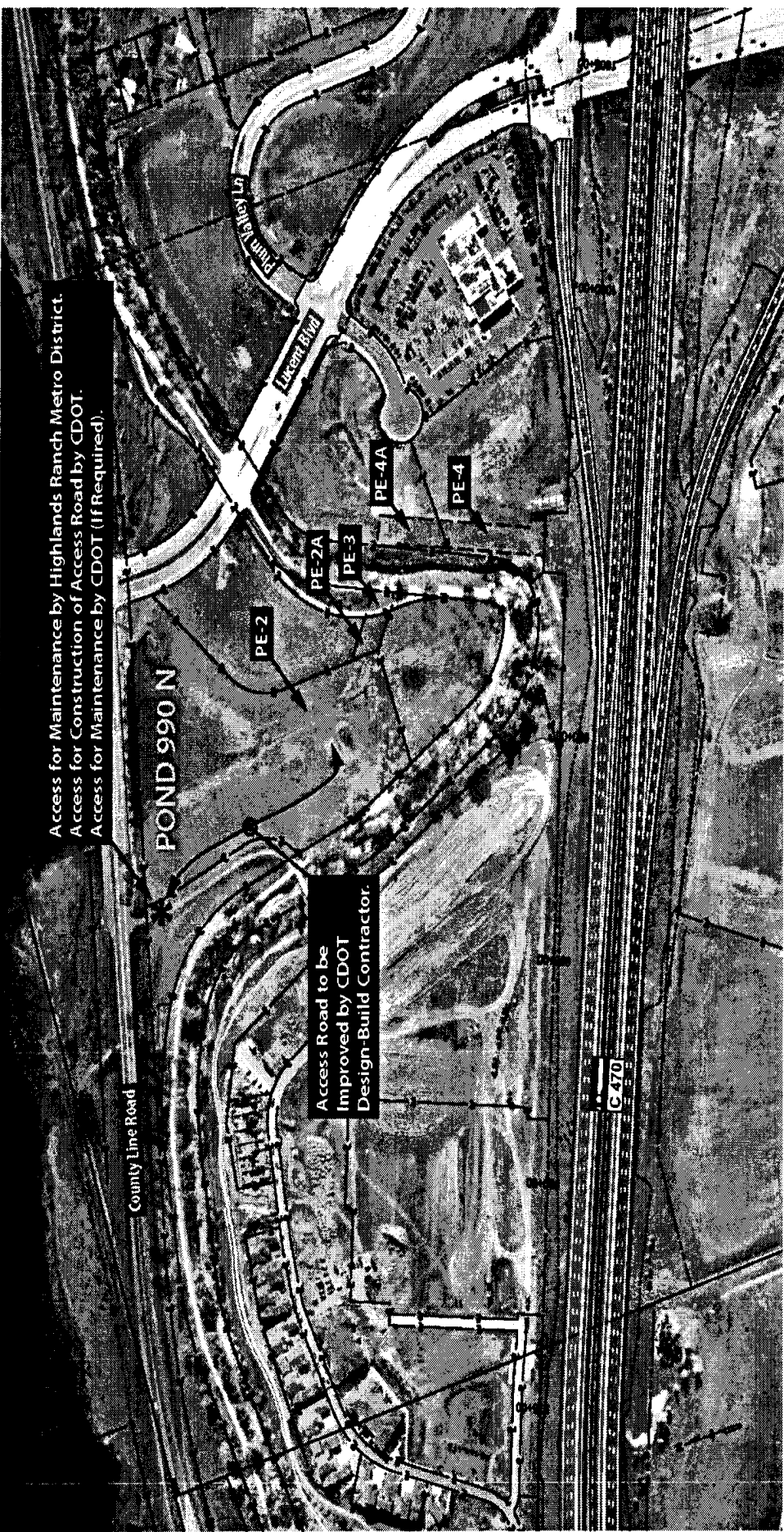


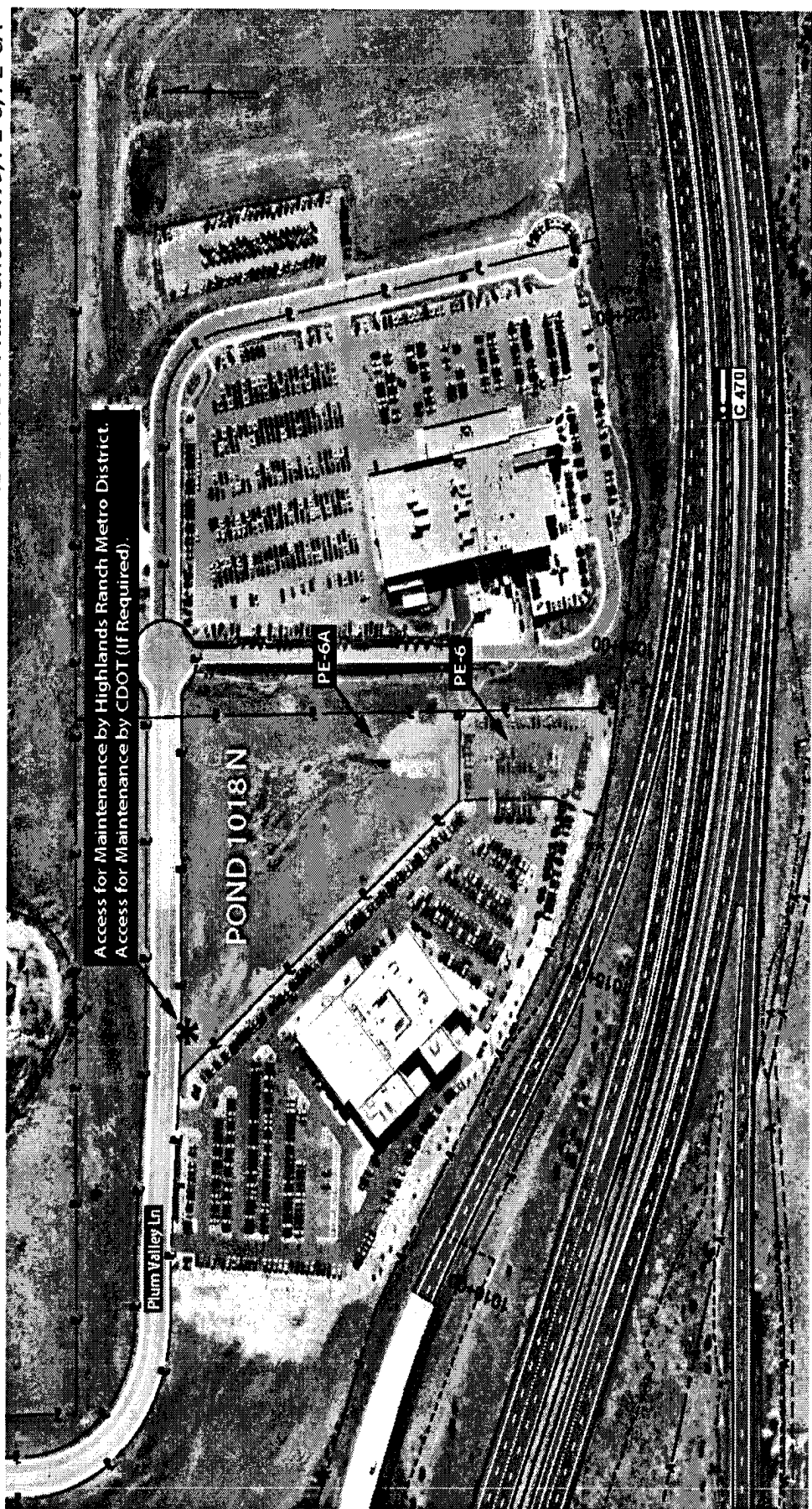
Exhibit D – Page 2 of 7 POND 990 N
CDOT ROW Plans Sheet 7.18, PE-2, PE-2A, PE-3, PE-4, PE-4A



5/27/16

Exhibit D – Page 3 of 7 POND 1018 N

CDOT ROW Plans Sheet 7.19, PE-6, PE-6A



5/27/16

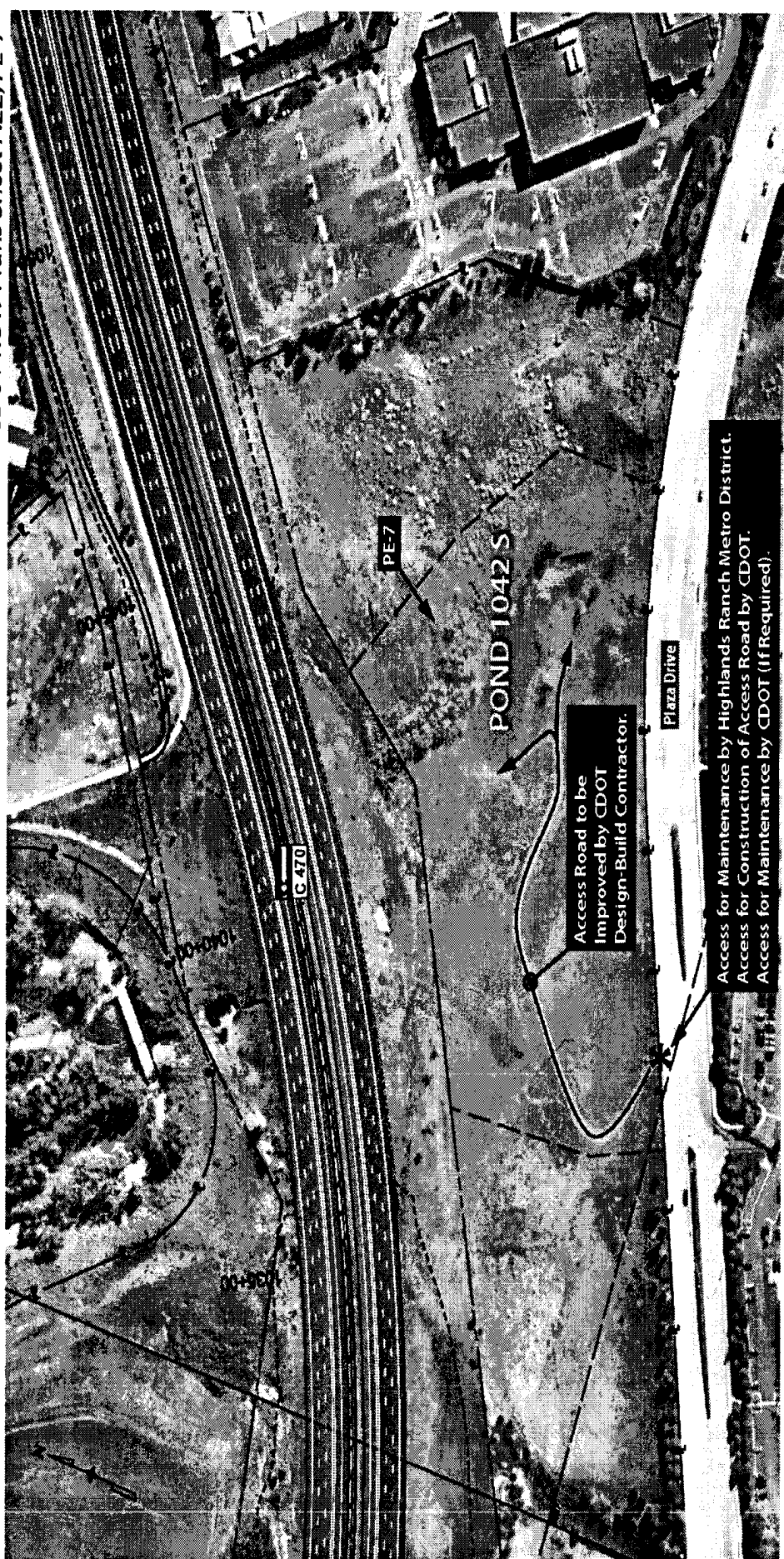
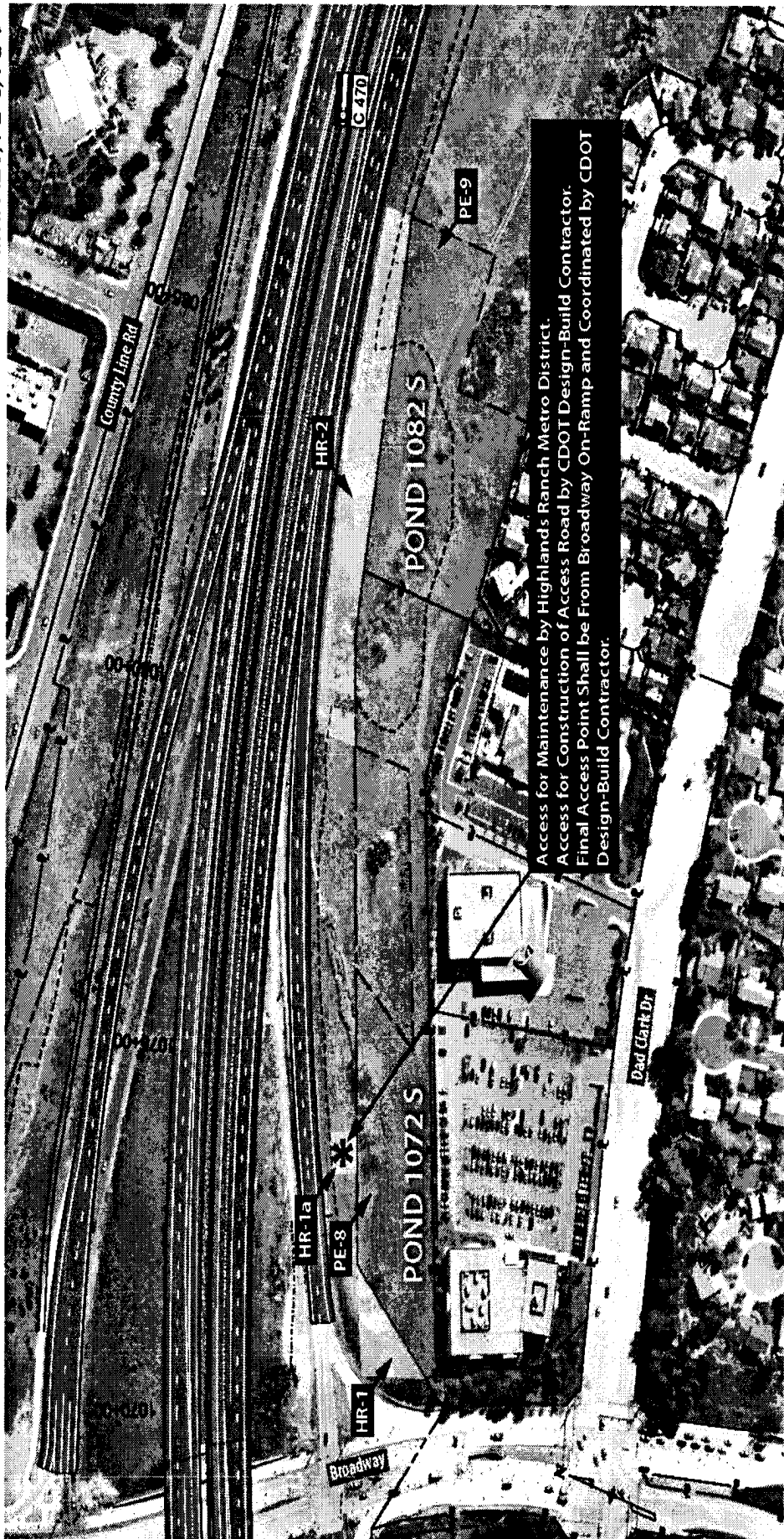


Exhibit D – Page 5 of 7 PONDS 1072 S and 1082 S

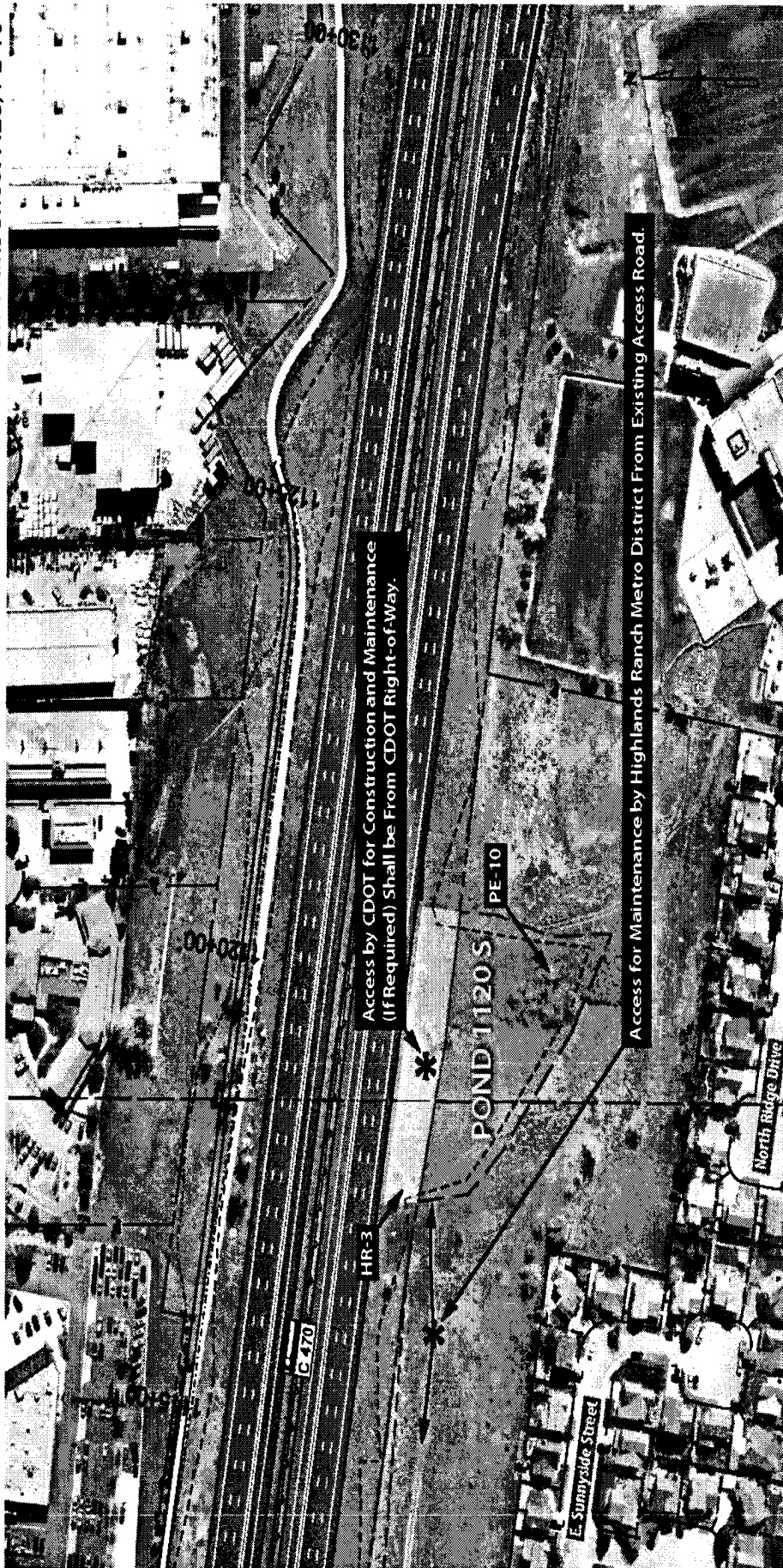
CDOT ROW Plans Sheet 7.25 and 7.26, PE-8, PE-9



5/27/16

Exhibit D – Page 6 of 7 POND 1120 S

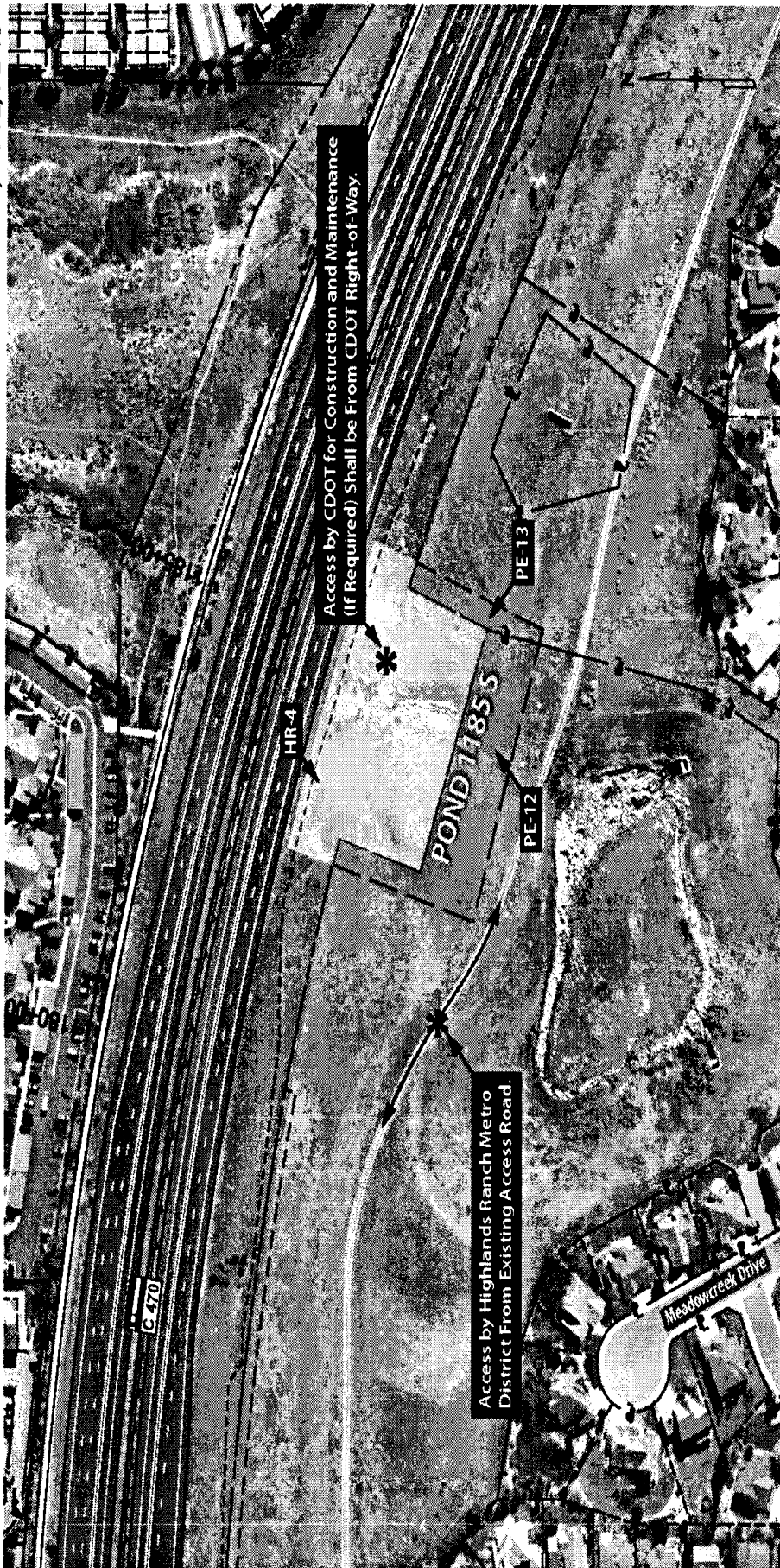
CDOT ROW Plans Sheet 7.28, PE-10



5/27/16

Exhibit D – Page 7 of 7 POND 1185 S

CDOT ROW Plans Sheet 7.33, PE-12, PE-13



5/27/16

EXHIBIT E

PERMANENT EASEMENTS

Exhibit E –

A similar forum will be used for where the District needs to grant no cost easements to CDOT for the Following: PE-3, PE-7, PE-8, PE-9, PE-10, PE-12, and PE-13. Additionally, a similar but modified forum will be used for where CDOT needs to grant no cost easements to the District for the following: HR-1, HR-1a, HR-2, HR-3 and HR-4

**STORMWATER FACILITIES PERMANENT EASEMENTS
FOR MAINTENANCE AND OPERATIONS AGREEMENT**

1.0 PARTIES The parties to this Stormwater Facilities Permanent Access Easement for Maintenance and Operations hereinafter referred to as the "Agreement," are the Highlands Ranch Metropolitan District ("District"), the Grantee and Colorado Department of Transportation ("CDOT"), the "Grantor," collectively, the "parties," or individual, a "party."

2.0 RECITALS The Recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2.1 The Grantor owns the real property and is responsible for designing, constructing and reconstructing the Stormwater Quality Facilities, Stormwater Inlet Facilities, and Stormwater Access Facilities as defined in the Intergovernmental Agreement for _____ between the Grantor and the District hereinafter referred to as the "IGA," for those Stormwater Quality Facilities, Stormwater Inlet Facilities, and Stormwater Access Facilities located on the real property described in Exhibit A, hereinafter referred to as the "Easement Area."

2.2 The Grantor is required to grant easement to the District for the maintenance and operations of the Stormwater Quality Facilities, Stormwater Inlet Facilities, and Stormwater Access Facilities in the Easement Area, pursuant to the terms and conditions of the IGA.

3.0 TERMS AND CONDITIONS OF EASEMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

3.1 The Grantor, its successors and assigns, grants to the District, its employees, contractors, sub-contractors, and its agents, a non-exclusive, perpetual easement on, under, through and across the Easement Area identified in Exhibit A, at any and all times, as necessary or convenient, to use for all purposes associated with the routine maintenance and operations of the Stormwater Quality Facilities, Stormwater Inlet Facilities, and Stormwater Access Facilities on such Easement Area, as determined necessary in the District's sole discretion and consistent with the terms and conditions of the IGA.

3.2 After the design and construction of the Stormwater Quality Facilities, Stormwater Inlet Facilities, and Stormwater Access Facilities as described in the IGA, the Grantor shall not change grade, construct or place any structure, building, or improvement, or grant

additional easements on any part of the Easement Area without the written consent of the District.

3.3 The Grantor has retained the right to the undisturbed use and occupancy of the Easement Area insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein otherwise provided.

3.4 The Grantor represents and covenants to District that it comprises all of the parties who have a fee interest in said Easement Area, and that it has full and lawful authority to execute this Agreement.

3.5 Each and every one of the benefits and burdens hereunder shall inure to and be binding upon the respective legal representatives, heirs, successors, executors, administrators, and assigns of the Parties hereto.

3.6 Unless special provisions are attached hereto, the terms and conditions of this grant are as set forth in this Easement and no additional or different oral representation, promise or Agreement shall be binding on the Grantor or the District with respect to the subject matter of this instrument. To the extent that any special provisions attached hereto are in conflict with any other provisions hereof, such special provision shall control and supersede any other term or provision hereof.

3.7 The Grantor or its assignee shall in no way consider or hold the District or its personnel guilty of trespass in the performance of any of the municipal services, duties or responsibilities referred to herein.

3.8 The Grantor, its assignee or Owner(s) shall not close, block or vacate the private driveways or Easement Areas such that provision of the above-stated services to the Easement Areas is not practicable.

3.9 The Grantor or its assignee agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees against any and all claims for damage to Easement Areas or injuries to or death of any person or persons which may result from the Grantor, its assignees, contractors, subcontractors, or employees design, construction, reconstruction, or use of the Easement Area.

3.10 The duties contained herein shall run with the land and shall be binding upon, jointly and severally, and shall inure to the benefit of, the parties hereto, their heirs successors, or assigns, and the Grantor(s) agrees that upon sale of any portion of the above-described Easement Areas a copy of this Agreement will be given to the purchaser.

3.11 The Grantor agrees to the terms of this Agreement and gives evidence of its voluntary Agreement by having the individual(s) below sign their name to this Agreement. The person or persons signing and executing this Agreement on behalf of Grantor do hereby warrant and guarantee that he, she or they have been fully authorized by Grantor to execute this Agreement on behalf of Grantor and to validly and legally bind Grantor to all terms, performances, provisions and conditions herein set forth.

3.12 This Agreement shall become effective upon its execution by the parties hereto.

3.13 This Agreement shall be binding upon any and all Grantor and Grantor's heirs, successors, assigns, or transferees and shall be considered a covenant running with the land.

3.14 No merger of estates or interests shall be deemed to have occurred hereunder or under any document executed in the future affecting this Easement.

3.15 The Easement created herein and the rights created, reserved granted and established in this Agreement do not, and are not intended too, and shall not be construed to create any easements, rights, privileges in and for the benefit of the general public, unless so dedicated in accordance with an Agreement approved by Grantor.

3.16 Any assignment by Grantor of its duties and obligations under this Agreement is subject to the advance and written approval by the District.

3.17 Nothing in this Agreement is intended to relieve Grantor of any of its duties and obligations under the IGA. Any conflict between the provisions of this Agreement, the IGA shall be governed by the provisions of the IGA.

3.18 The District shall pay the Grantor \$ 10.00 and other good and valuable consideration for this Easement.

4.0 EXHIBITS. Exhibits, if any, referred to in this Agreement are by reference incorporated herein for all purposes.

5.0 ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

6.0 EXECUTION REQUIRED. This Agreement shall not be binding upon either Party hereto unless and until the Parties have executed this Agreement.

7.0 RECORDING. This Agreement may be recorded by the District with the county clerk and recorder in the county in which the Easement Areas are located.

IN WITNESS WHEREOF, This Agreement is executed by the Parties hereto in their respective names as of _____, 2016.

HIGHLANDS RANCH METRO DISTRICT,
A Colorado municipal corporation and county

Title:
62 Plaza Drive
Highlands Ranch, CO 80129

ATTEST:

District Clerk

APPROVED AS TO FORM:

District & County Attorney

STATE OF COLORADO)
) ss.
Highlands Ranch Metro District)

The foregoing instrument was acknowledged before me this ____ day of _____
2016 by _____ as Highlands Ranch Metro District, a Colorado municipal
corporation and county.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____

COLORADO DEPARTMENT OF TRANSPORTATION

By:
Title:

ATTEST:

STATE OF COLORADO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____
2016 by _____ as _____ of the Colorado Department of Transportation.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____

EXHIBIT F

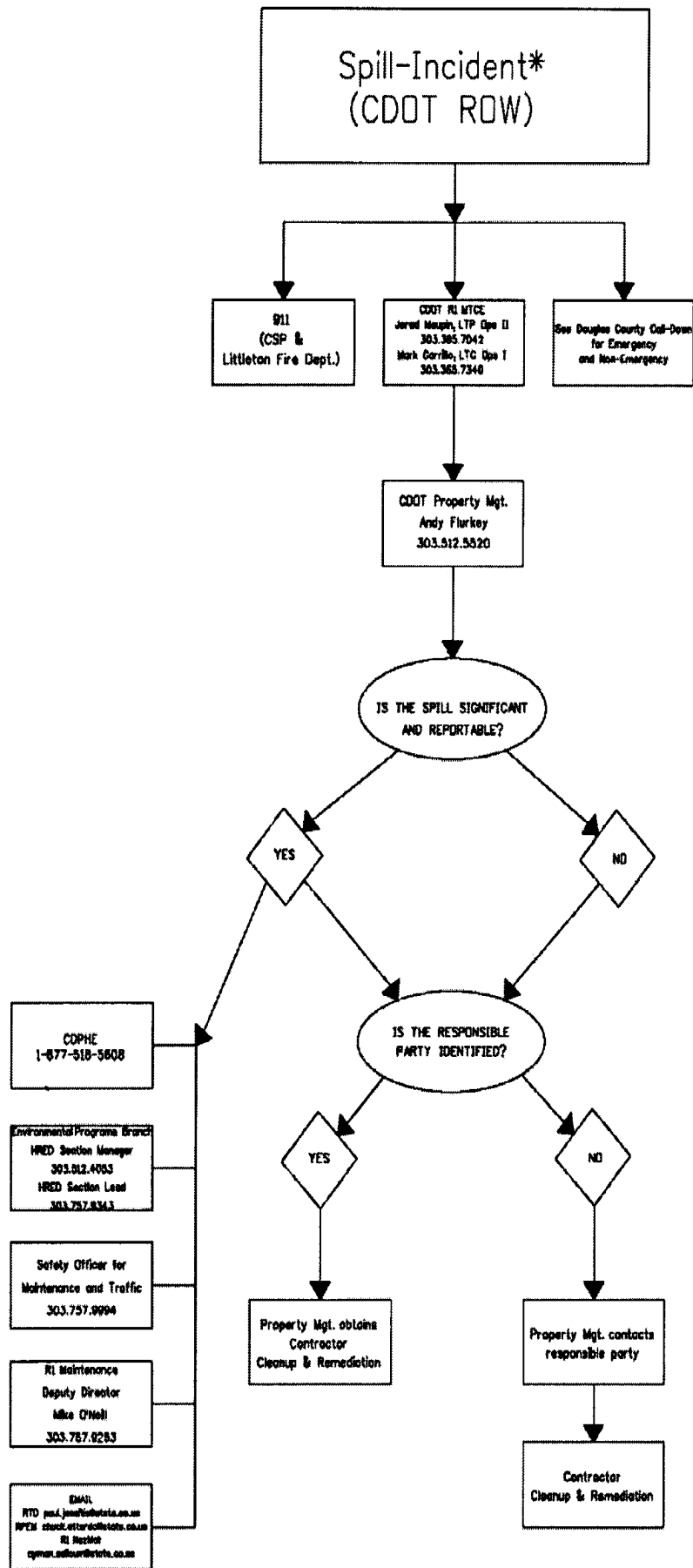
LONG TERM ILLICIT DISCHARGE COORDINATION

CALL DOWN SYSTEM FOR

(a) CDOT RIGHT-OF-WAY

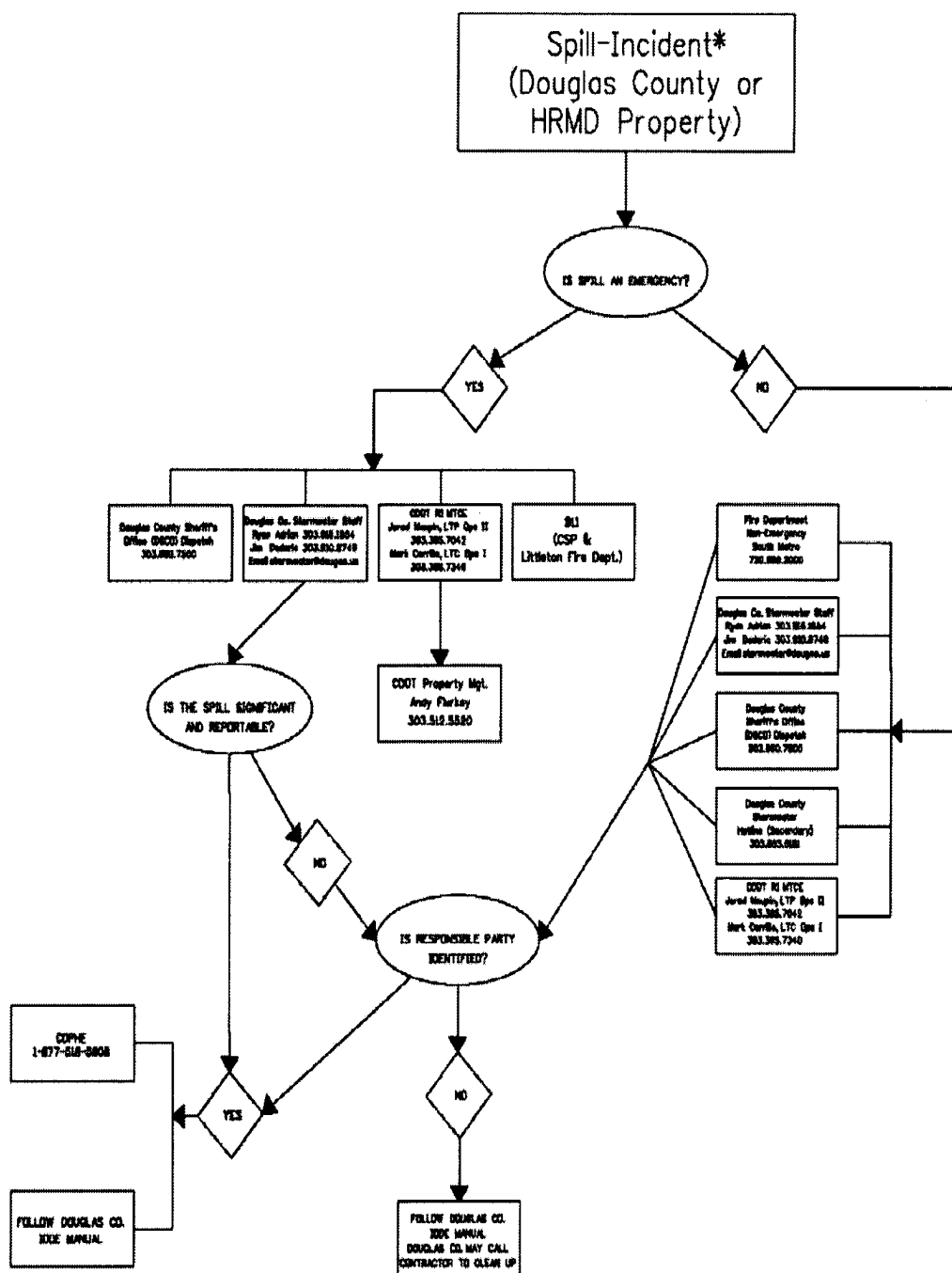
**(b) DOUGLAS COUNTY RIGHT-OF-WAY AND HIGHLANDS RANCH
METROPOLITAN DISTRICT (HRMD) PROPERTY**

**(c) FLOWING ON ENGLEWOOD MCLELLAN RESERVOIR
FOUNDATION (EMRF) PROPERTY TOWARDS RESERVOIR**



*All actions assume calls unless otherwise noted.

**First person on the scene calls the top line, then the top line contacts the next line, etc.



*All actions assume calls unless otherwise noted.

* First person on the scene calls the top line, then the top line contacts the next line, etc.

