

DEPARTMENT OF THE AIR FORCE  
GRANT OF EASEMENT  
FOR  
COLORADO DEPARTMENT OF TRANSPORTATION  
ON  
THE UNITED STATES AIR FORCE ACADEMY, COLORADO

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## DEPARTMENT OF THE AIR FORCE

### GRANT OF EASEMENT

#### PREAMBLE

**THE UNITED STATES OF AMERICA**, (the "Government") acting by and through the Secretary of the Air Force (the "Secretary"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary having determined that no more land than needed for the easement is included herein, and the granting of this easement is not against the public interest; for and in consideration of the terms, covenants, and conditions hereof, and other good and valuable consideration the adequacy, receipt and sufficiency of which is hereby acknowledged, the Government does hereby grant and convey to Colorado Department of Transportation ("CDOT"), a principal department of the Colorado state government that administers state government transportation responsibilities in the state (the "Grantee"), a nonexclusive easement (this "Easement") for:

- (a) a right-of-way for a controlled-access highway, as a part of the National System of Interstate and Defense Highways, on, over, across, in and upon lands of the Government which are portion of the United States Air Force Academy, Colorado ("USAFA"), as shown on the map marked as Exhibit "A", and more particularly described on Exhibit "B", which exhibits are attached hereto and made a part hereof,
- (b) together with all abutters' existing, futures, or potential rights of access to, from, and between the right-of-way of the public way known as the Interquest Interchange, Powers Interchange, and
- (c) to include the widening of the North I-25,
- (d) relocation of the Ackerman Overlook,
- (e) construction of three water quality ponds, and
- (f) the remaining lands of said reservations, except for such rights as may be hereinafter specifically reserved in this instrument incorporating a total of 757.038 acres, more or less (the "Easement Area") as set forth on Exhibit "A".

With the granting of the 2019 Easement, the Parties mutually agree that the following easements for Road, Street and Highway and all amendements, as listed below, issued by the Government to the Grantee, for the property on the United States Air Force Academy are terminated, effective the date of grant of this Easement.

DA-25-066-ENG-8385 Parcel 1 & 2 Dated July 25, 1958  
 DA25-066-ENG-6252 SOUTH ENTRANCE Dated October 18, 1960  
 DA25-066-ENG-6252 AMEND 1 SOUTH ENTRANCE Dated December 4, 1975  
 DA25-066-ENG-6252 AMEND 2 SOUTH ENTRANCE Dated September 17, 1996  
 DA-25-066-ENG-6535 HWY 83 Dated October 18, 1960  
 DA-25-066-ENG-6535 AMEND 1 HWY 83 Dated July 9, 1986  
 DA-25-066-ENG-6535 AMEND 2 HWY 83 Dated August 31, 1994  
 DACA45-2-86-6185 HWY 83 RESEARCH Dated August 1, 1986  
 DACA45-2-86-6010 BRIARGATE INTERCHANGE Dated December 11, 1986

The Government and Grantee may together be referred to as Parties or separately as a Party.

## **BASIC TERMS**

### **1. TERM**

**1.1. Term.** The term of this Easement shall begin on the date this Easement is signed for on behalf of the Secretary (the "Commencement Date") and shall be for 25 years, unless terminated as provided for herein.

**1.2. Termination.** The Government may terminate this Easement at any time in the event of national emergency as declared by the President or the Congress of the United States, base closure, deactivation or substantial realignment, or in the interest of national defense upon one hundred twenty (120) days' written notice to Grantee. If the giving of such notice is impracticable under the circumstances, the Secretary will use good faith efforts to give Grantee such advance written notice as the circumstances permit.

### **2. RENT**

The consideration for this Easement shall be rent free as this Easement will benefit the United States Air Force Academy and serve the public interest for its term.

### **3. CORRESPONDENCE**

Any written notices under this instrument shall be made by mailing or hand delivering such notice to the parties at the following addresses.

GRANTEE  
5615 Wills Blvd.  
Pueblo, CO 81008

On Behalf  
US AIR FORCE ACADEMY:

10 CES/CEIA  
8116 Edgerton Dr., Ste 104  
USAF Academy, CO, 80840

### **4. USE OF EASEMENT AREA**

**4.1. Permitted Uses.** The Grantee shall use the Easement Area solely for purposes of a non-exclusive Easement for a right-of-way for a controlled-access highway, as a part of the National System of Interstate and Defense Highways, on, over, across, in and upon lands of the United States which are portion of the United States Air Force Academy, Colorado, as shown on the map marked as Exhibit "A", and more particularly described on Exhibit "B", which exhibits are

attached hereto and made a part hereof, together with all abutters' existings, futures, or potential rights of access to, from, and between the right-of-way of the public way known as the Interquest Interchange, Powers Interchange, and to include the widening of the North I-25, relocation of the Ackerman Overlook, construction of three water quality ponds, and the remaining lands of said reservations, except for such rights as may be hereinafter specifically reserved in this instrument incorporating a total of 757.038 acres, more or less (Exhibit B) Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws (defined below). Grantee will be responsible for maintaining any and all storm drainage facilities. The Government will review the design and construction of the storm drainage facilities and once the Government has accepted said construction, the Grantee will be responsible for repairing any erosion or damage within the easement area. Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.

**4.2. Grantee Access.** Grantee is granted the non-exclusive right to use the walkways, streets, and roads on the United States Air Force Academy, Colorado in common with the Government and its grantees and licensees for access to and from the Easement Area and the nearest public street or highway.

**4.3. Government's Right of Access And Inspection.** The Government shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice.

**4.4. Government's Reasonable Regulation.** The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to the Government's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as the Government, or its duly authorized representatives, may from time to time impose.

**4.5. No Obstructions.** Neither party shall use the Easement Area nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under, or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.

**4.6. Limitation Of Grantee Rights.** Except as is reasonably required to effect the purpose of this Easement, the Grantee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Government, and the Grantee agrees not to assert any such right or interest by reason of this Easement.

## **5. ABANDONMENT OR TERMINATION OF EASEMENT**

**5.1. Termination.** This Easement may be terminated in whole or in part by the Government for Grantee's failure to comply with the terms of this Easement, and the Government may terminate it for any part of the Easement Area that is abandoned or not used by the Grantee for twenty-four (24) consecutive months. The Government shall give written notice of any termination, which shall be effective as of the date of the notice ("Termination Date").

**5.2. Remedies For Non-Compliance.** In the event the Grantee fails to comply with any obligation under this Easement, the Government may pursue monetary damages, equitable relief, or both, and the Grantee shall reimburse the Government for its attorney fees and costs.

## **OPERATION OF THE EASEMENT AREA**

### **6. EASEMENTS AND RIGHTS OF WAY**

Reserved.

### **7. CONDITION OF EASEMENT AREA**

The Grantee has inspected and knows the condition of the Easement Area. The Grantee acknowledges and agrees that the Easement is granted "as is, where is" without any warranty, representation, or obligation on the part of the Government to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent. The Parties shall jointly perform and sign or otherwise authenticate a Physical Condition Report at the beginning of the Easement term to document the condition of the Easement Area. This report will be made a part of this Easement as Exhibit C, attached hereto.

### **8. MAINTENANCE OF EASEMENT AREA**

**8.1. Maintenance of Easement Area.** The Grantee, at no expense to the Government, shall at all times preserve, maintain, repair, and manage the Easement Area, Grantee improvements, and Grantee equipment in an acceptable, safe, and sanitary condition in accordance with this Easement.

**8.2. Damage to Government Property.** If the Grantee damages or destroys any real or personal property of the Government, the Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, the Grantee shall, if so required by the Government, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

### **9. TAXES**

The Grantee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Easement may be imposed on the Grantee or the Easement Area.

### **10. INSURANCE**

**10.1. Risk of Loss.** The Grantee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Easement Area, and any building(s), Easement Area improvements, Grantee equipment, fixtures, or other property

thereon, arising from any causes whatsoever, with or without fault by the Government, provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Easement.

**10.2. Grantee Insurance Coverage.** During the entire Easement Term, the Grantee, at no expense to the Government, shall carry and maintain the following types of insurance:

Grantee is a State Government Agency and is self-insured and subject to the limitations of the Colorado Governmental Immunity Act, Title 24, Colorado Revised Statutes, Part 10. All claims shall be subject to the Colorado Governmental Immunity Act and Paragraph 10.1, Risk of Loss.

**10.3. Damage or Destruction of Easement Area.** In the event all or part of the Easement Area is damaged (except de minimis damage) or destroyed, the risk of which is assumed by the Grantee under Paragraph 10.1, the Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.3.1. In the event that the Government, in consultation with the Grantee, determines that the magnitude of damage is so extensive that the Easement Area cannot be used by the Grantee for its operations and the repairs, rebuilding, or replacement of the Easement Area cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Easement Area"), either Party may terminate this Easement as provided in Paragraph 5.1. If this Easement is terminated pursuant to Paragraph 5.1, any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied to the restoration of the Easement Area in accordance with Paragraph 13.

10.3.2. In the event that the Government, in consultation with the Grantee, shall determine that Extensive Damage or Destruction of the Easement Area has not occurred, then neither Party shall have the right to terminate this Easement. The Grantee shall, as soon as reasonably practicable after the casualty, restore the Easement Area as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied first, to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Easement Area to the reasonable satisfaction of the Government.

## **11. ALTERATIONS**

**11.1. Alterations.** At least thirty (30) days before doing any work to repair, build, alter, modify, or demolish any improvements in the Easement Area, Grantee shall give written notice of its plans to the USAFA Installation Commander through the USAFA Base Civil Engineer, who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Government's use of the Easement Area and the operation of the Installation.

**11.2. Airfield Construction.** Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable Air Force requirements, such as those contained in Unified Facilities Criteria (UFC) 3-260-01 titled "Airfield and Heliport Planning and Design," dated 17 November 2008.

## **12. COSTS OF UTILITIES/SERVICES**

Reserved.

## **13. RESTORATION**

**13.1. Grantee's Removal Obligation.** Upon the expiration, abandonment, or termination of the Easement, the Government may elect, in its sole discretion, to require Grantee to remove all its improvements and other property from the Easement Area and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to the Government's satisfaction. The Government shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with the Government's notice of termination. Alternatively, at those same times, the Government may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to the Government. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to the Government and shall be effective on the Expiration Date or the effective date of any abandonment or termination, without additional consideration therefore. Grantee shall execute any documentation reasonably requested by the Government to confirm any transfer or conveyance.

**13.2. Government Restoration of Easement Area.** If Grantee fails to timely satisfy its removal and restoration obligations, then at the Government's option, Grantee's improvements and personal property located on the Easement Area shall either become the Government's property without compensation therefore or the Government may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee; and no claim for damages against the Government, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse the Government for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

## **CHANGES IN OWNERSHIP OR CONTROL**

### **14. ASSIGNMENT**

The Grantee may not assign this Easement without the prior written consent of the Government.

### **15. LIENS AND MORTGAGES**

The Grantee shall not encumber the Easement Area with any lien or mortgage.

## ENVIRONMENT

### 16. ENVIRONMENTAL PROTECTION

**16.1. Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, State, Government, and local laws, regulations, and standards for environmental protection, including flood plains, wetlands, threatened and endangered species, noxious weed control, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards. Grantee shall also be responsible for any violation of such law, regulation, or standard and shall also reimburse the Government for any civil or criminal fines or penalties levied against the Government for any environmental, safety, occupational health, or other infractions caused by or resulting from Grantee's action or inaction or that of its officers, agents, employees, contractors, subcontractors, licensees, or the invitees of any of them. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of the Government, reimburse the Government for all costs of completing such cleanup, abatement, or response action.

**16.2. Environmental Permits.** The Grantee shall obtain at its sole cost and expense any environmental and other permits required for its operations under this Easement in or about the Easement Area, independent of any existing permits.

**16.3. Release.** The Grantee shall, be liable for and release the Government, its agents and employees, from any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the Government and others, directly or indirectly due to the negligent exercise by the Grantee of any of the rights granted by this Easement, or any other negligent act or omission of the Grantee, including failure to comply with the obligations of this Easement or of any applicable laws that may be in effect from time to time.

**16.4. Government Caused Environmental Damage.** Grantee does not assume any of the Government's liability or responsibility for environmental impacts and damage resulting from the Government's activities in the Easement Area; however, this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

**16.5. Records Maintenance and Accessibility.** The Government's rights under this Easement specifically include the right for Government officials to inspect the Easement Area, upon reasonable notice as provided under Paragraph 4.3, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to the Grantee and to appropriate regulatory agencies, as required by Applicable Law. The Grantee will be liable for the payment

of any fines and penalties that may be imposed as a result of the actions or omissions of the Grantee.

**16.6. Grantee Response Plan.** The Grantee shall comply with all USAFA Installation plans and regulations for responding to hazardous waste, fuel, and other chemical spills.

**16.7. Pesticide Management.** Any pesticide use will require prior Government approval.

**16.8. Compliance with Water Conservation Policy.** The Grantee will comply with the USAFA Installation water conservation policy, as amended from time to time (to the extent that such policy exists and the Grantee receives copies thereof), from the Commencement Date through the Expiration Date, if any.

**16.9. Protection of Environment and Natural Resources.** The Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from the Grantee's activities, the Grantee shall be fully liable for any such damage.

**16.10. Pesticides and Pesticide Related Chemicals in Soil.** The Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. The Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws. The Government will not be responsible for injury or death of any person affected by such soil conditions.

## **17. ASBESTOS-CONTAINING MATERIALS AND LEAD-BASED PAINT**

Reserved.

## **18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT**

**18.1. Compliance With Health and Safety Plan.** The Grantee agrees to comply with the provisions of any health or safety plan in effect under the USAFA Installation Restoration Program ("IRP") (to the extent the Grantee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent the Grantee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Paragraph 20.3. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Grantee. The Grantee and any assignees, licensees, or invitees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under federal law, including the Federal Tort Claims Act.

**18.2. Occupational Safety and Health.** The Grantee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and

the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

## **19. HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Easement Area, the Grantee shall immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed.

## **20. INSTALLATION RESTORATION PROGRAM**

**20.1. IRP Records.** On or before the Commencement Date, the Government shall provide the Grantee access to the IRP records applicable to the Easement Area, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of the IRP records affecting the Easement Area. The Grantee expressly acknowledges that it fully understands the potential for some or all of the response actions to be undertaken with respect to the IRP may impact the Grantee's quiet use and enjoyment of the Easement Area. The Grantee agrees that notwithstanding any other provision of this Easement, the Government shall have no liability to the Grantee or any assignees, licensees, or invitees should implementation of the IRP or other hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or the Government, interfere with the Grantee's or any of its assignee's, licensee's, or invitee's use of the Easement Area. The Grantee shall have no claim or cause of action against the Government or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Easement or otherwise.

**20.2. Government Right of Entry.** The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Grantee, to enter upon the Easement Area for the purposes enumerated in this Paragraph.

20.2.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings, and other activities related to the IRP;

20.2.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.2.3. To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Easement Area or to verify any data submitted to the United States Environmental Protection Agency ("EPA") or the State Environmental Office by the Government relating to such conditions; and

20.2.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, testpitting, test soil

borings, and other activities undertaken pursuant to this Subparagraph 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Grantee's quiet use and enjoyment of the Easement Area arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

### **20.3. ACCESS FOR RESTORATION**

20.3.1. Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the Air Force and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an Federal Facility Agreement ("FFA") or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. The Grantee shall provide reasonable assistance to the Air Force to ensure Air Force's activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

20.3.2. The EPA and State of Colorado, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to the Grantee and with the Government's consent, enter upon the Easement Area for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Grantee shall provide reasonable assistance to EPA and the State to ensure their activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

## **21. ENVIRONMENTAL BASELINE SURVEY / ENVIRONMENTAL CONDITION OF PROPERTY**

An Environmental Baseline Survey ("EBS") for the Easement Area dated 1 May 2019 has been delivered to the Grantee and is attached as Exhibit "D" hereto. The EBS sets forth those environmental conditions and matters on and affecting the Easement Area on the Commencement Date as determined from the records and analyses reflected therein. The EBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Easement Area, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Grantee acknowledges and agrees that the Grantee has relied, and shall rely, entirely on its own investigation of the Easement Area in determining whether to enter into this Easement. A separate EBS for the Easement Area shall be prepared by the Government, after the expiration or earlier termination of this Easement ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Easement Area on the Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Grantee has fulfilled its obligations to maintain and restore the Easement Area under this Easement including, without limitation, Paragraph 13 and

Paragraph 16. This Paragraph 21 shall survive the expiration or earlier termination of this Easement.

## **GENERAL PROVISIONS**

### **22. GENERAL PROVISIONS**

**22.1. Covenant Against Contingent Fees.** The Grantee represents and warrants to the Government that it has not employed or retained any person or agency to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Grantee's breach of this representation and warranty shall give the Government the right to terminate this Easement without liability or in its discretion to recover from the Grantee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This representation and warranty shall not apply to commissions payable by the Grantee on an easement secured or made through bona fide established commercial agencies retained by the Grantee for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

**22.2. Officials Not to Benefit.** No Member of, or Delegate to the Congress, or resident commissioner, shall be admitted to any part or share of this Easement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Easement if made with a corporation for its general benefit.

**22.3. Facility Nondiscrimination.** As used only in this Paragraph, the term "Facility" means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Easement.

22.3.1. The Grantee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Easement Area. This does not require the furnishing to the general public the use of any Facility customarily furnished by the Grantee solely for use by any assignees, licensees, or invitees or their guests and invitees.

22.3.2. The Parties agree that in the event of the Grantee's noncompliance, the Government may take appropriate action to enforce compliance, and may terminate this Easement for default and breach as provided in Paragraph 5, or may pursue such other remedies as may be provided by law.

### **22.4. Gratuities.**

22.4.1. The Government may, by written notice to the Grantee, terminate this Easement if, after notice and hearing, the Secretary or a designee determines that the Grantee, or any agent or representative of the Grantee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain an

easement or other agreement or favorable treatment under an easement or other agreement, except for gifts or benefits of nominal value offered to tenants of the Easement Area in the ordinary course of business.

22.4.2. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.4.3. If this Easement is terminated under Paragraph 22.4.1, the Government shall be entitled to pursue the same remedies against the Grantee as in a breach of this Easement by the Grantee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by the Grantee in giving gratuities to the person concerned, as determined by the Government.

22.4.4. The rights and remedies of the Government provided in this Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Easement.

**22.5. No Joint Venture.** Nothing contained in this Easement will make, or shall be construed to make, the Parties' partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

**22.6. Records and Books of Account.** The Grantee agrees that the Secretary, the Comptroller General of the United States, or the Auditor General of the United States Air Force, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Grantee involving transactions related to this Easement.

**22.7. Remedies Cumulative; Failure of Government to Insist on Compliance.** The specified remedies to which the Government may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by the Grantee of any provisions of this Easement. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

**22.8. Counterparts.** This Easement may be executed in counterparts, each of which is deemed an original and together will be deemed one and the same agreement. Signatures delivered by facsimile or email, shall be deemed originals unless and until replaced by original signatures.

**22.9. Personal Pronouns.** All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.

**22.10. Entire Agreement.** It is expressly agreed that this Easement, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement. This instrument may only be modified or amended by mutual agreement of the Parties in writing and signed by each of the Parties.

**22.11. Partial Invalidity.** If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable, will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

**22.12. Interpretation of Easement.** The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

**22.13. Identification of Government Agencies, Statutes, Programs, and Forms.** Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

**22.14. Approvals.** Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or delayed unless otherwise indicated in this Easement.

**22.15. Third-Party Beneficiaries.** There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of the Grantee.

**22.16. No Individual Liability of Government Officials.** No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

**22.17. Excusable Delays.** The Government and Grantee shall be excused from performing an obligation or undertaking provided for in this Easement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Easement Area and comparable properties in the state of Colorado; governmental restrictions; required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or the Grantee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Easement Area at the invitation of the Grantee, or the invitation of any of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Paragraph 22.17 shall excuse the Grantee from the performance or satisfaction of an obligation under this Easement that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

### **23. SPECIAL PROVISIONS (USAFA Specific)**

The Grantee will be responsible for maintaining all storm drainage facilities, and repairing any erosion damage to USAFA property within the Easement boundary that is attributable to runoff from CDOT stormwater facilities. The Grantee shall comply with the USFWS/USAFA Preble's Conservation Agreement; Integrated Natural Resources Management Plan; Integrated Noxious Weed Management Plan; and Erosion Control, Revegetation, and Tree Care Standards; or obtain prior written installation approval to modify or deviate from these requirements. The Grantee will notify the USAFA Installation BCE of any ground disturbing maintenance, repair, or construction activities planned within the Easement Area that may affect wetlands, floodplains, cultural resources, or threatened and endangered species habitat. The Grantee will notify the USAFA Installation BCE of any planned activities to remove wildlife (e.g., removal of beaver or their dams) or habitat, and the occurrence of noteworthy migratory bird breeding/nesting activity. The Grantee will perform mowing and noxious weed control operations in a manner that protects sensitive wildlife habitats, aquatic resources, and native vegetation.

### **24. RIGHTS NOT IMPAIRED**

**24.1. Rights Not Impaired.** Nothing contained in this Easement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Easement Area relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

**24.2. Installation Access.** The Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Grantee further acknowledges that the Government strictly enforces federal laws and Air Force regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure under 41 C.F.R. § 102-74-370. The Government will use reasonable diligence in permitting the Grantee access to the Easement Area at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the Installation under federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Easement Area by the Grantee's parties. The Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.

**24.3. Permanent Removal and Barment.** Notwithstanding anything contained in this Easement to the contrary, the Government has the right at all times to order the permanent removal and barment of anyone from the USAFA Installation under 18 U.S.C. § 1382, including but not limited to assignees, if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

**24.4. No Diminishment of Rights.** Except as provided in Paragraph 24.1, nothing in this Easement shall be construed to diminish, limit, or restrict any right of the Grantee under this Easement, or the rights of any assignees, licensees, or invitees as prescribed under their easements or Applicable Laws.

## **25. APPLICABLE LAWS**

**25.1. Compliance With Applicable Laws.** The Grantee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Paragraph 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. The Grantee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

**25.1.1. "Applicable Laws"** means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Easement Area is located and any other public or quasi-public federal, State, or local authority, and/or any

department or agency thereof, having jurisdiction over the Project ("Project" means, collectively, the Easement Area and the Easement Area Improvements) and relating to the Project or imposing any duty upon the Grantee with respect to the use, occupation, or alteration of the Project during the Easement Term.

**25.2. Permits, Licenses, and Approvals.** The Grantee will be responsible for and obtain, at its sole expense, prior to the commencement of construction and demolition, and upon completion of the building of Easement Area improvements, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Grantee improvements and Grantee equipment in compliance with all Applicable Laws.

**25.3. No Waiver of Sovereign Immunity.** Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States of America are covered by this Paragraph. The Government presently exercises concurrent federal legislative jurisdiction over the Easement Area.

**25.4 Grantee Responsibility for Compliance.** Responsibility for compliance as specified in this Paragraph 25 rests exclusively with the Grantee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. The Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the Grantee's use and occupation of the Easement Area.

**25.5. Grantee Right to Contest.** The Grantee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature referred to in this Paragraph 25. The Government shall not be required to join in or assist the Grantee in any such proceedings.

## **26. AVAILABILITY OF FUNDS**

The obligations of any Party to this Easement shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Easement.

## **27. CONGRESSIONAL REPORTING**

This Easement is not subject to 10 U.S.C. § 2662.

## **28. AMENDMENTS**

This Easement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties. Such amendments may include, but are not limited to, extensions of the Easement Termination Date.

## **29. GENERAL LIABILITY OF GRANTEE AND RELEASE OF GOVERNMENT**

**29.1. No Government Liability.** Except as otherwise provided in this Easement, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of the Grantee, or injuries or death of the Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them.

**29.2. Grantee Liability.** Except as otherwise provided in this Easement, the Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by the Grantee, the Grantee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Easement Area for the purpose of performing official duties) who may be on the Easement Area at their invitation or the invitation of any one of them (the "Grantee Parties"), or the activities conducted by or on behalf of the Grantee Parties under this Easement. The Grantee expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Easement Area by the Grantee Parties, or the conduct of activities or the performance of responsibilities under this Easement. The Grantee further agrees, to be liable for and release the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Easement Area, or any activities conducted or services furnished by or on behalf of the Grantee Parties in connection with, or pursuant, to this Easement, and all claims for damages against the Government arising out of, or related to, the Easement. The agreements of Grantee contained in this Paragraph 29.2 do not extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the Government without contributory fault on the part of any other person, firm, or corporation. The Government will give the Grantee notice of any claim against it covered by this provision as soon as practicable after learning of it.

## **30. ENTIRE AGREEMENT**

It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

## **31. CONDITION AND PARAGRAPH HEADINGS**

The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

### **32. STATUTORY AND REGULATORY REFERENCES**

Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

### **33. PRIOR AGREEMENTS**

This Easement supersedes all prior agreements, if any, to the Grantee for the Easement Area, but does not terminate any obligations of the Grantee under such prior easements that may by their terms survive the termination or expiration of those easements, except to the extent such obligations are inconsistent with this Easement.

### **34. EXHIBITS**

Four (4) exhibits are attached to and made a part of this Grant, as follows:

- Exhibit A - Map of Premises
- Exhibit B - Description of Premises
- Exhibit C - Physical Condition Report
- Exhibit D – Environmental Baseline Survey

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the 24 day of September, 2019.

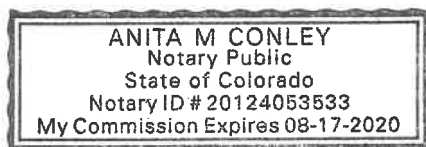
THE UNITED STATES OF AMERICA  
by its Secretary of the Air Force

By: Brian S. Hartless  
BRIAN S. HARTLESS, Colonel, USAF  
10 ABW Commander

State of Colorado

County of El Paso Ss

This Easement was acknowledged before me, the undersigned Notary Public, by Brian S. Hartless on this the 24 day of September, 2019.



Anita M. Conley  
Notary Public, State of Colorado

#### ACCEPTANCE

The Grantee hereby accepts this Grant of Easement and agrees to be bound by its terms.

DATED: 26th day of August, 2019.

GRANTEE:

COLORADO DEPARTMENT OF  
TRANSPORTATION

By: Joshua Laipply  
Joshua Laipply, Chief Engineer

Exhibit "A"  
Page 1 of 11  
Date: 7-11-19  
I-25 Easement

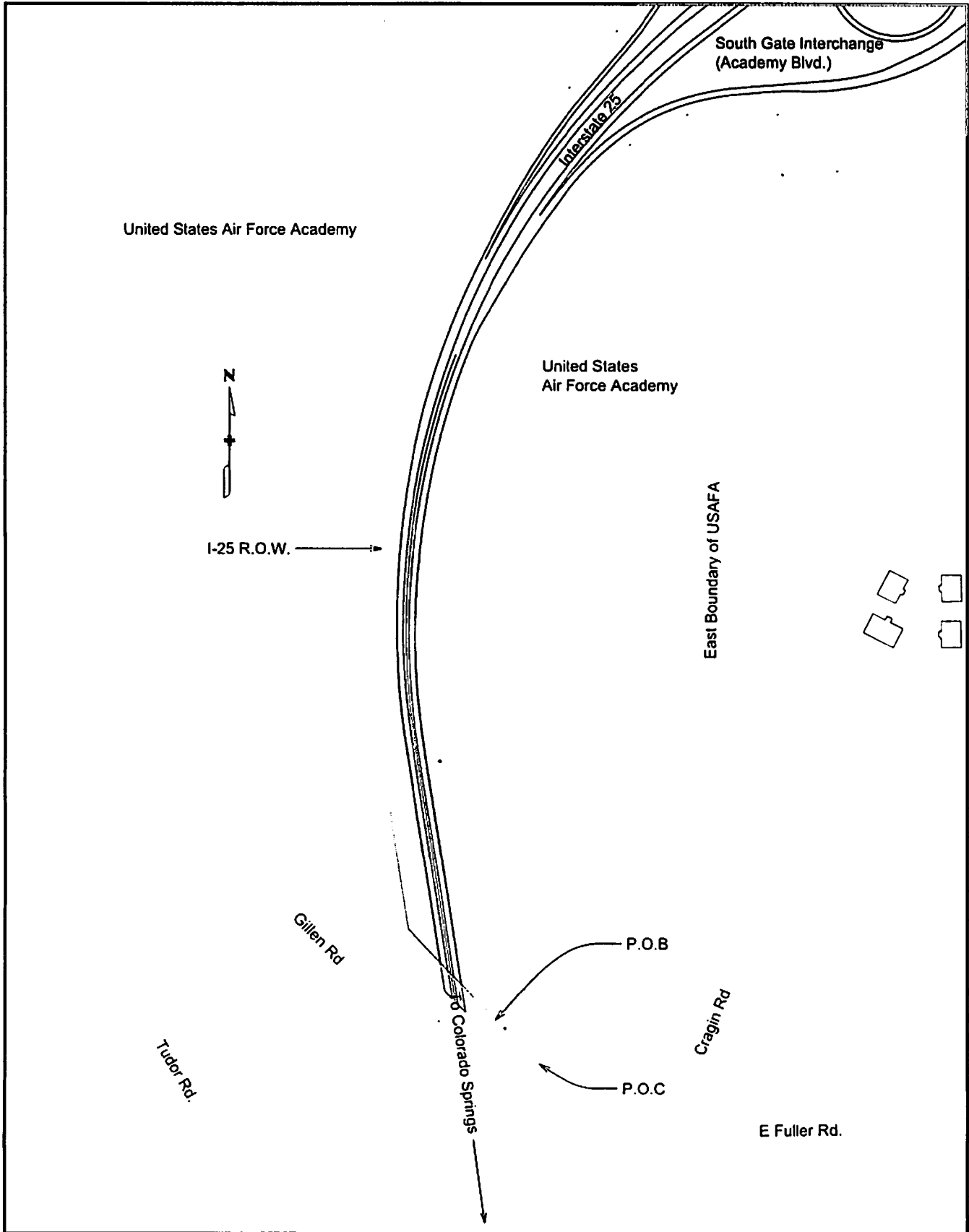


Exhibit "A"  
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Date: 7-11-19  
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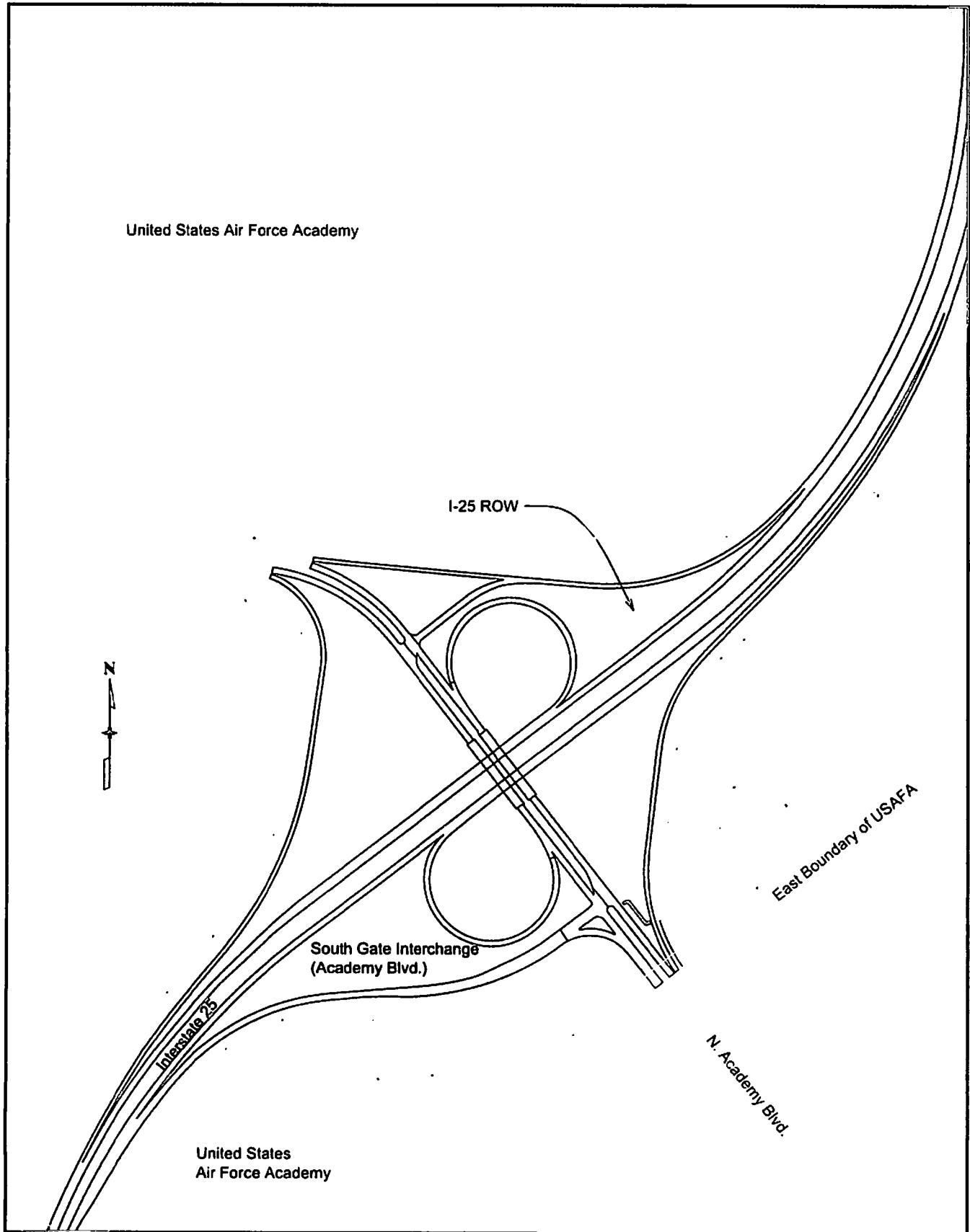


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Date: 7-11-19  
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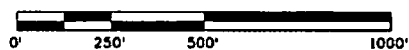
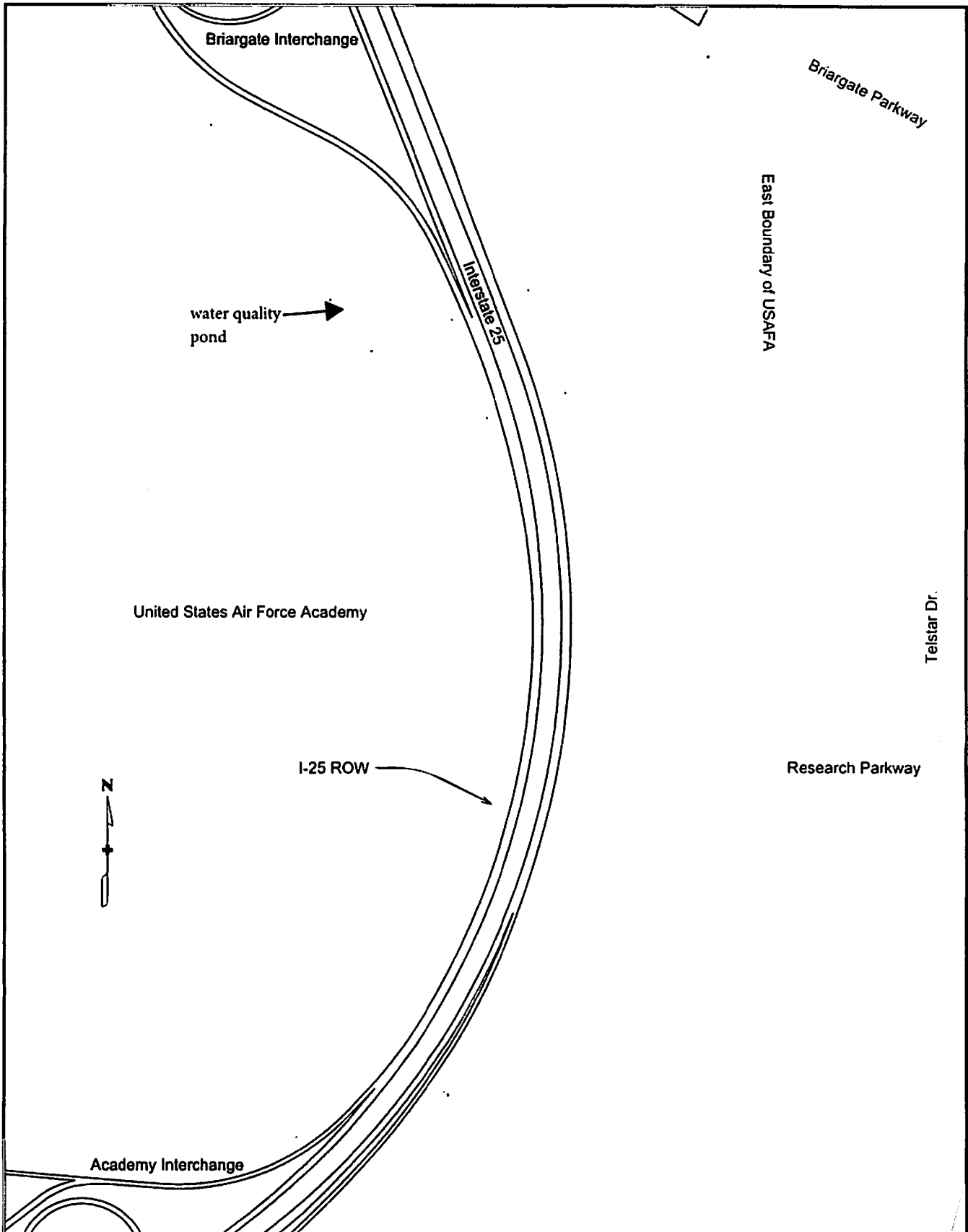
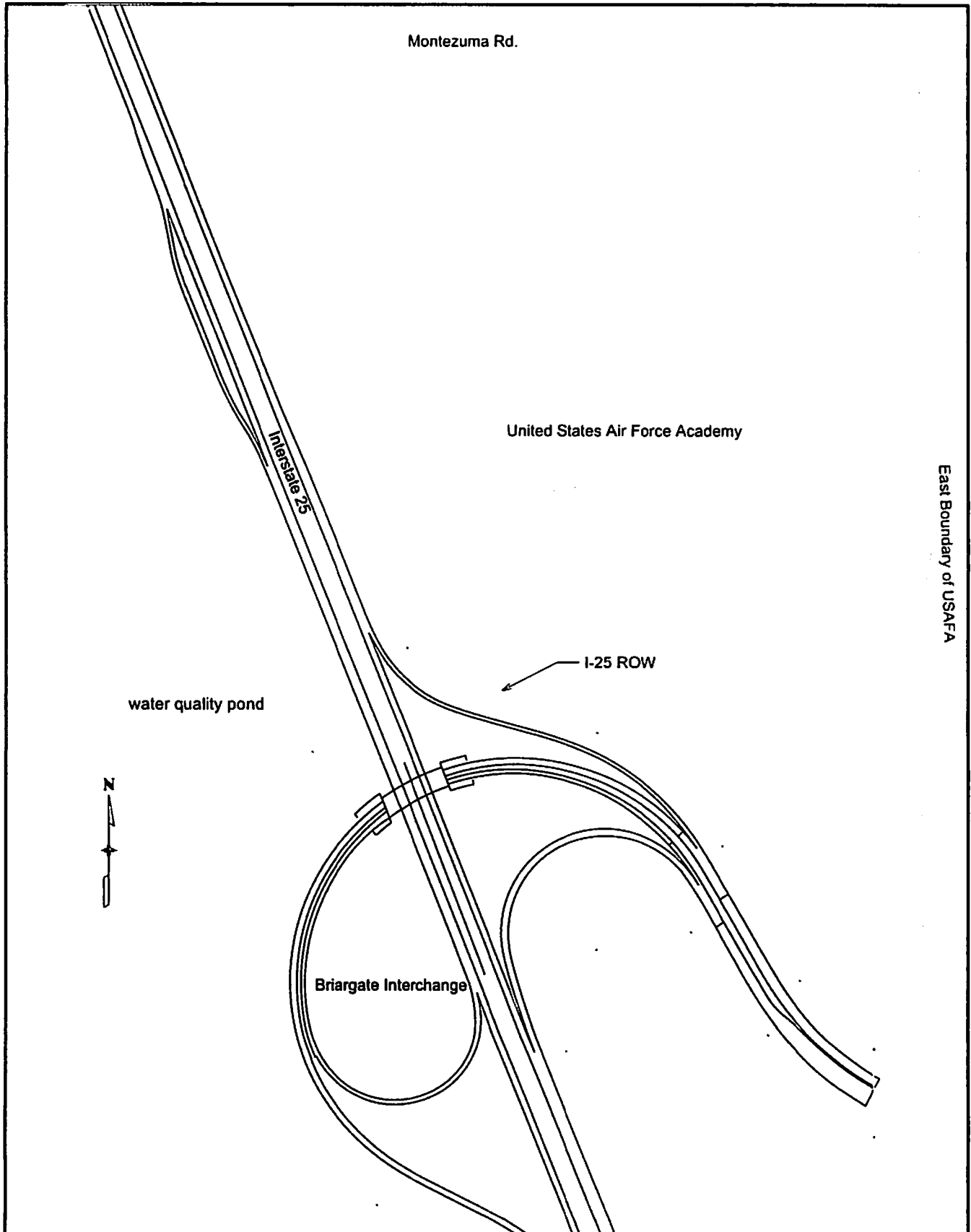


Exhibit "A"  
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East Boundary of USAFA



Exhibit "A"  
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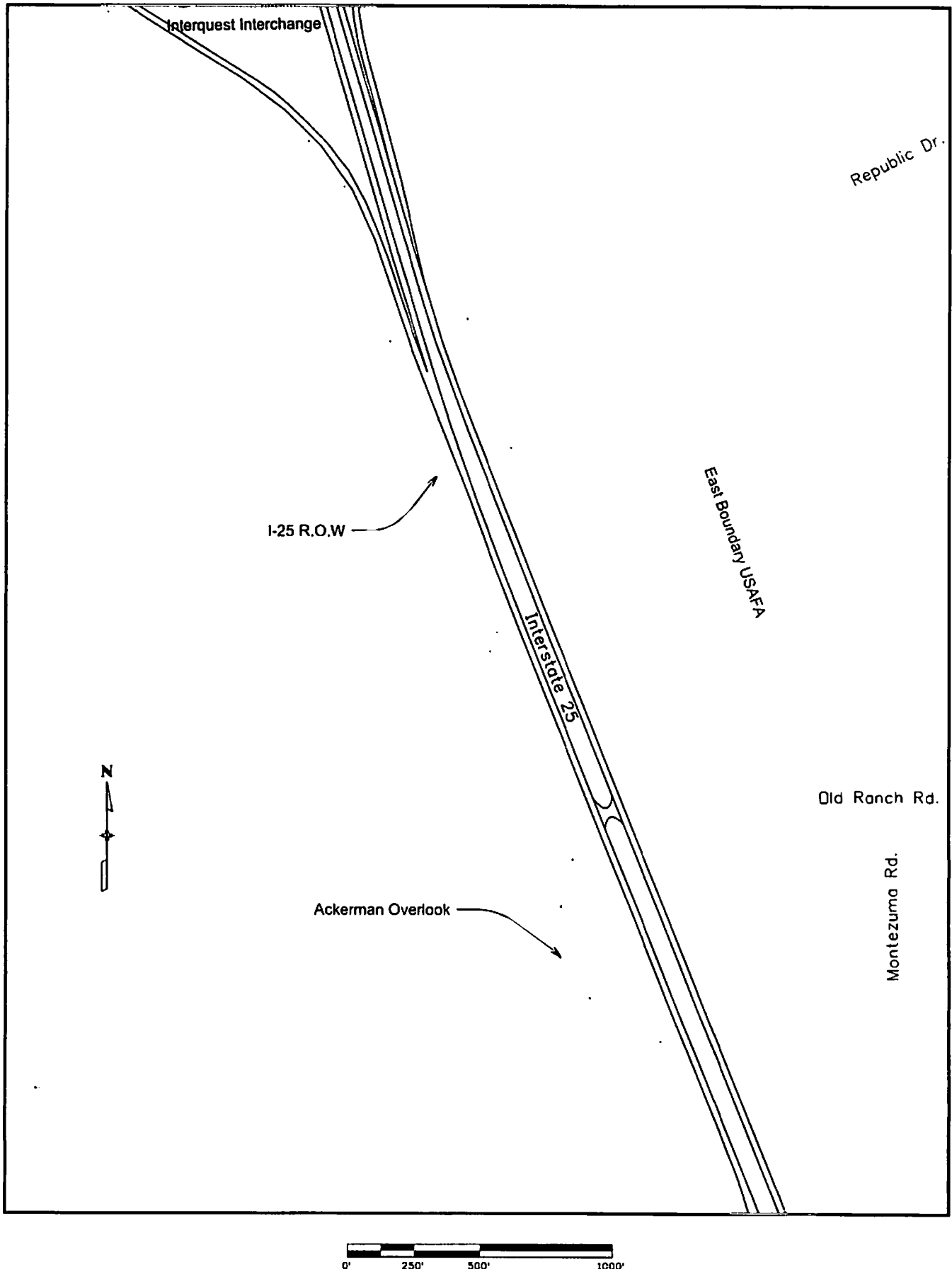


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Date: 7-11-19  
I-25 Easement

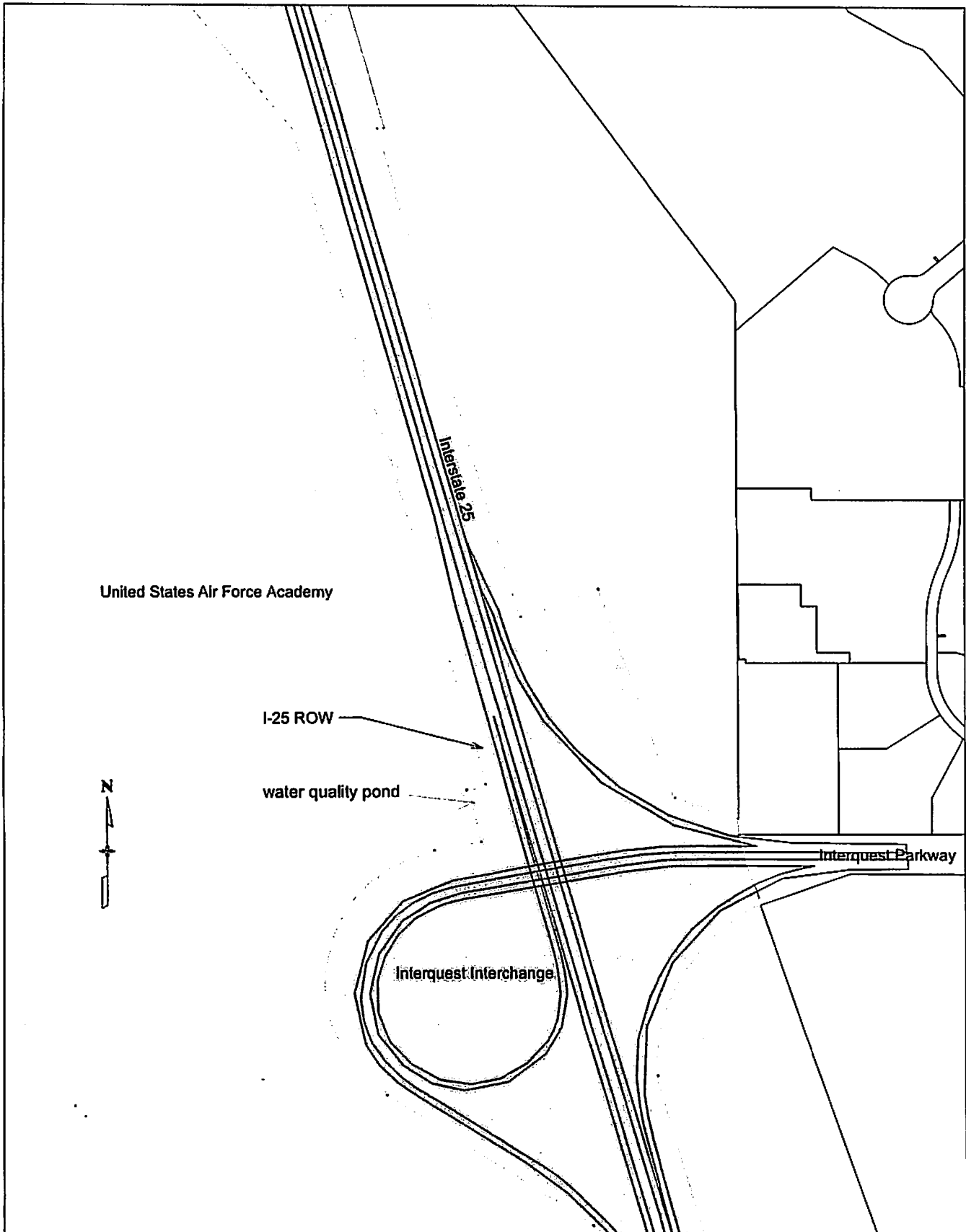


Exhibit "A"  
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Date: 7-11-19  
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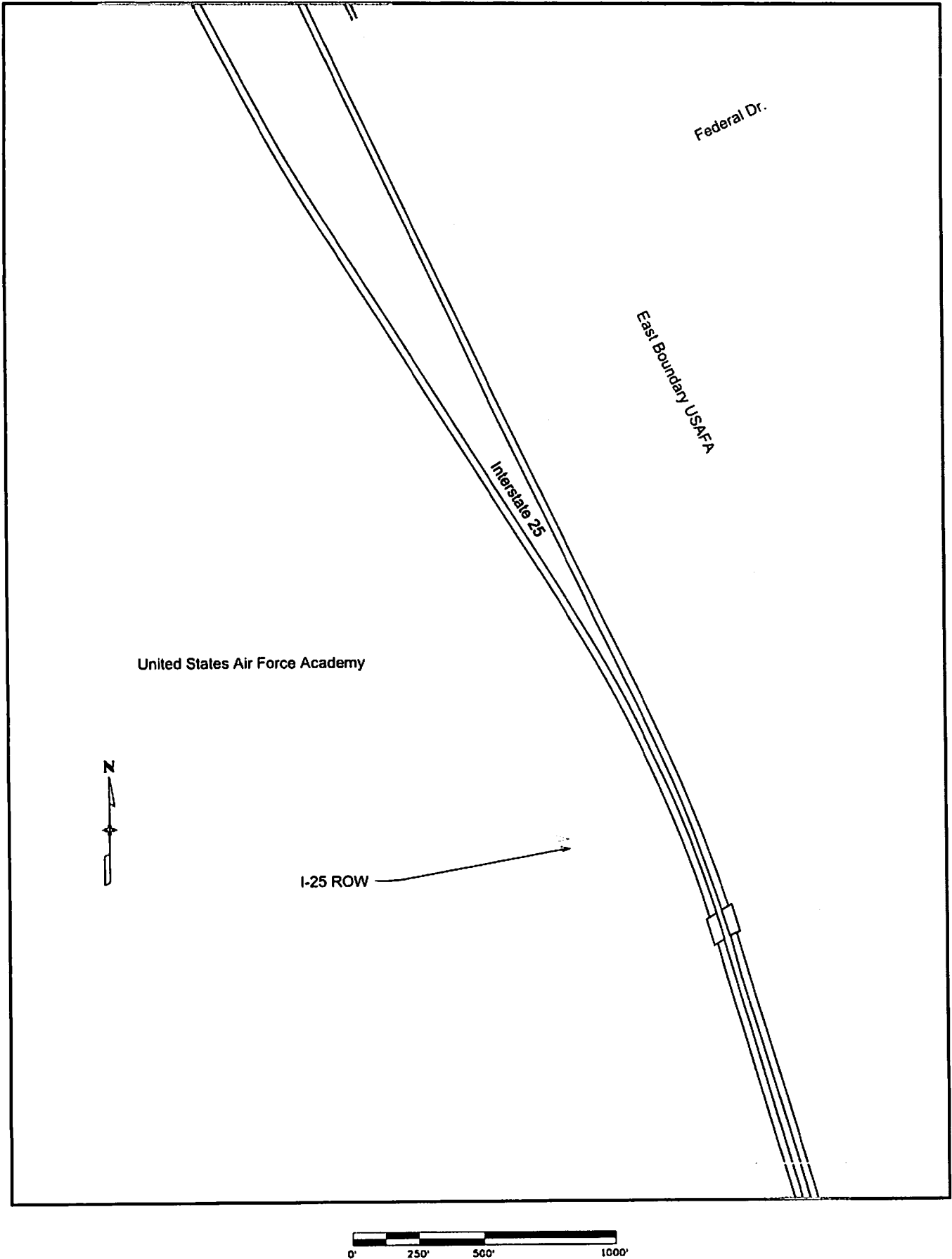
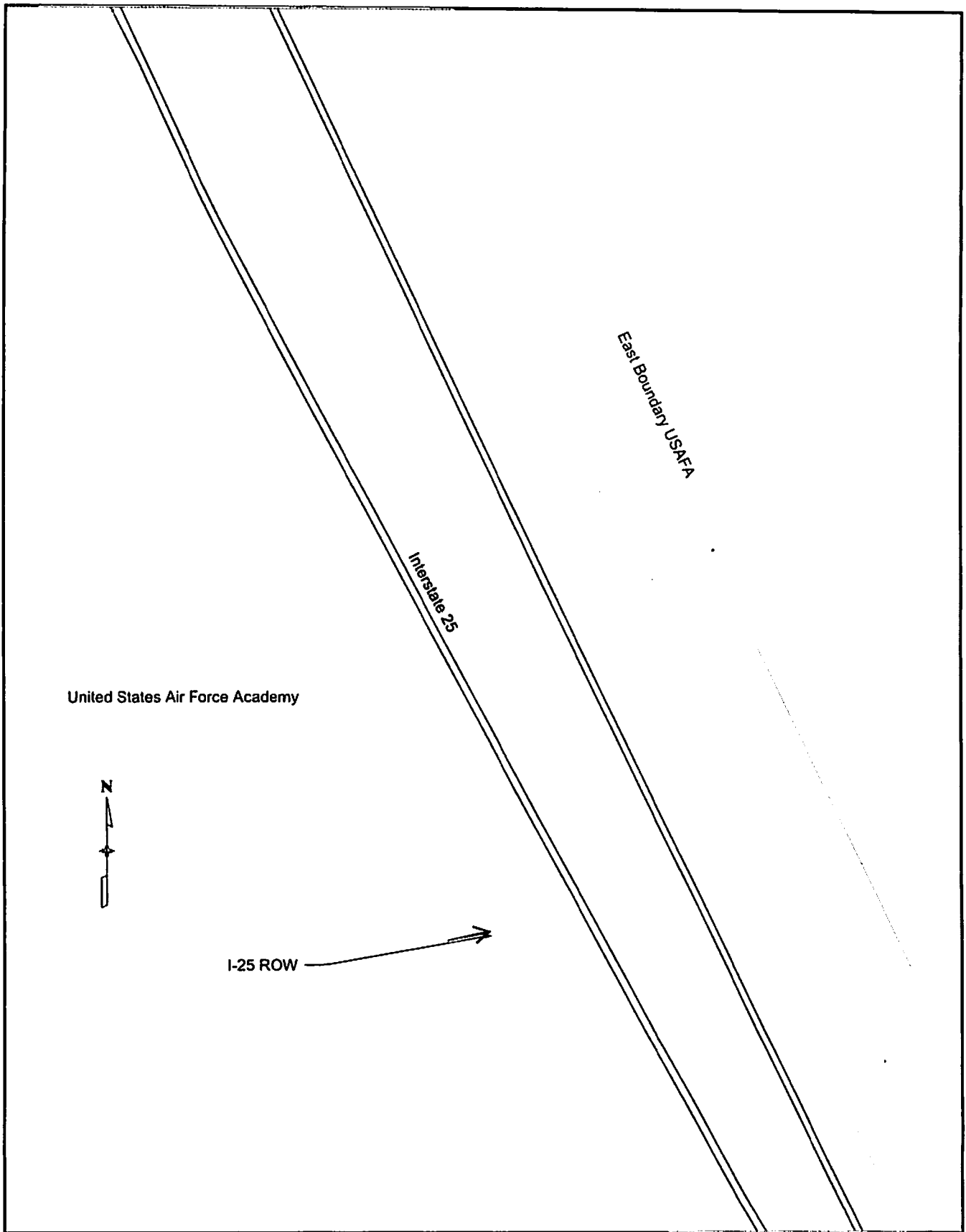


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United States Air Force Academy

East Boundary USAFA

Interstate 25



I-25 ROW

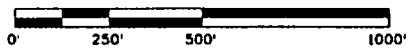


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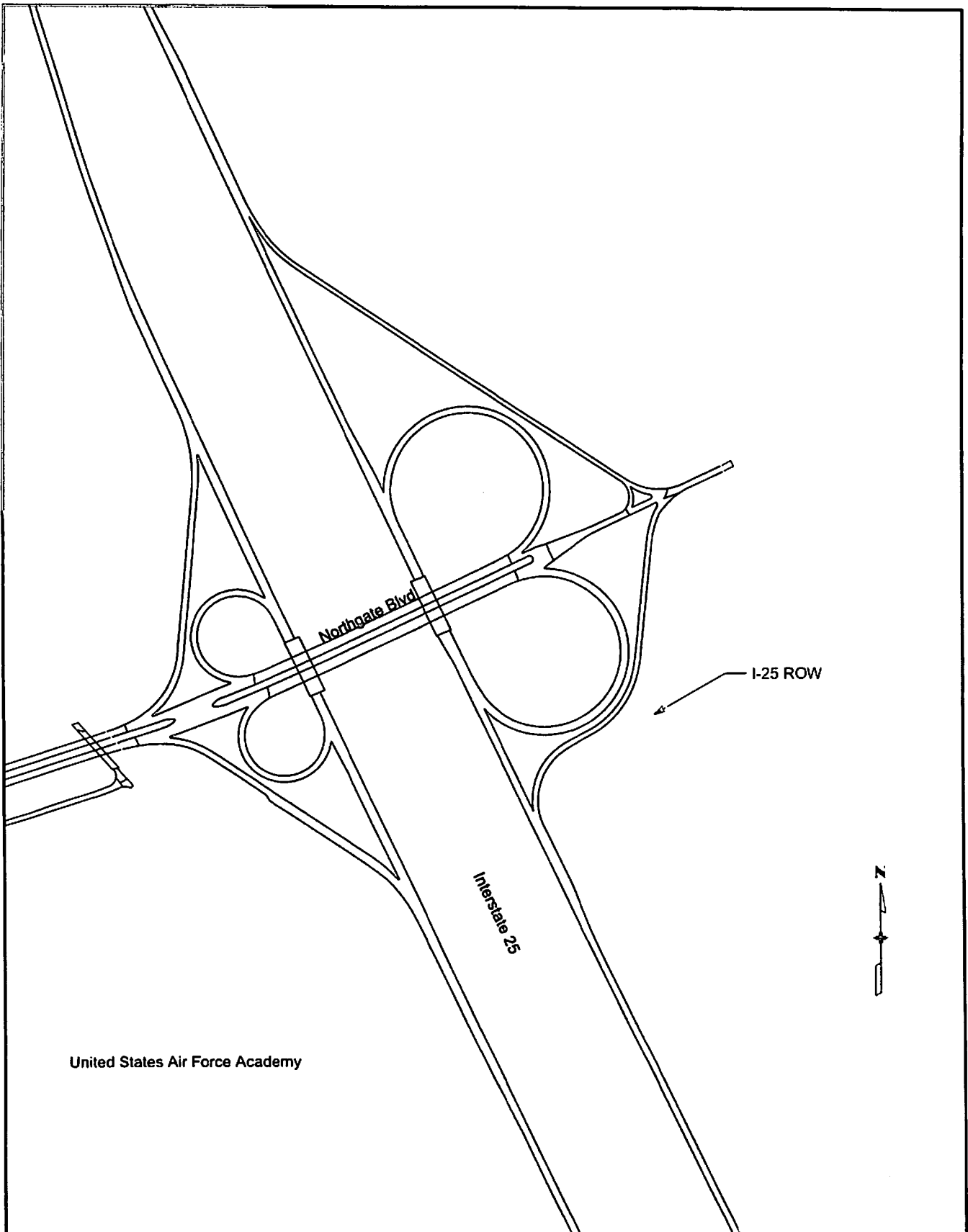
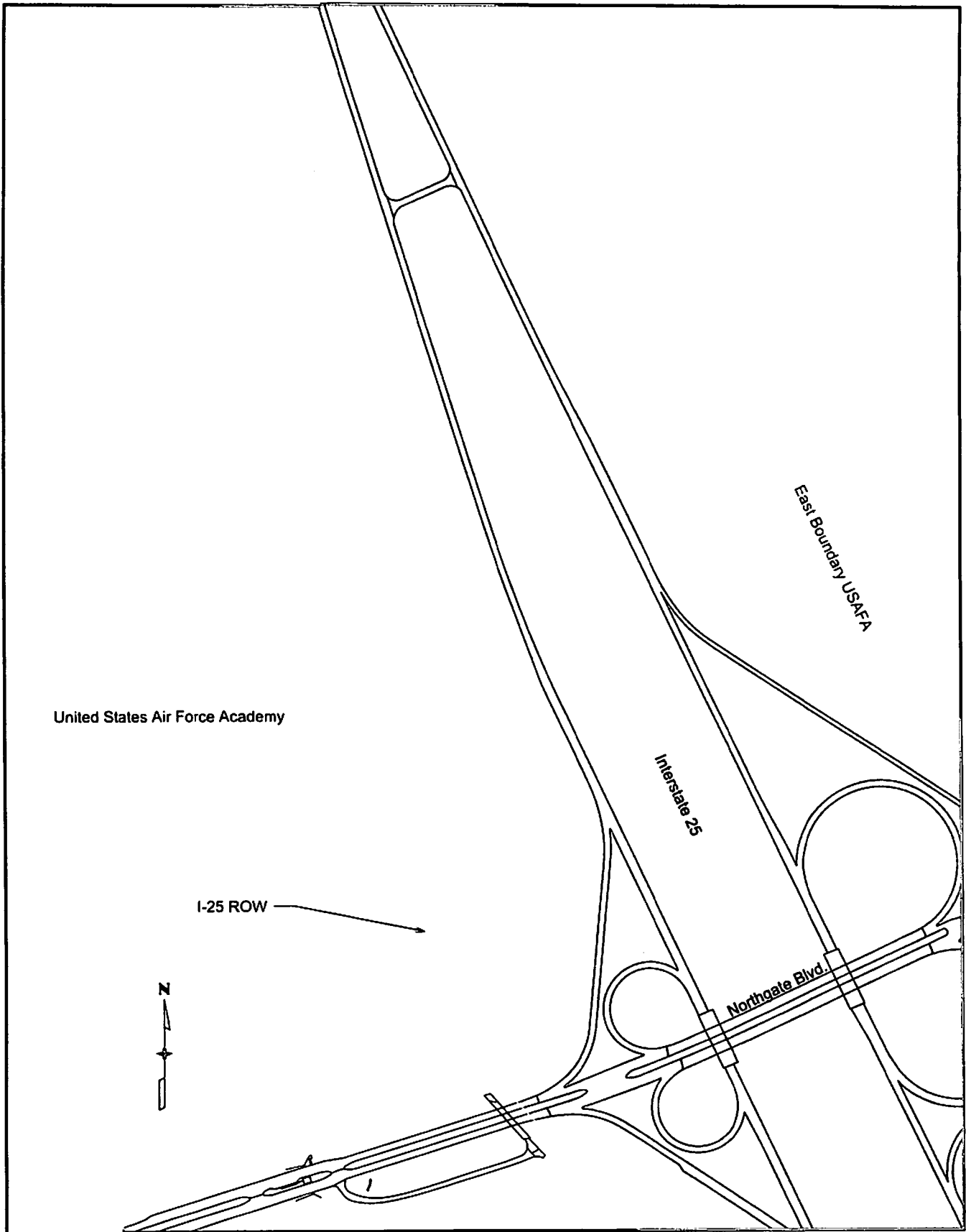
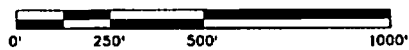
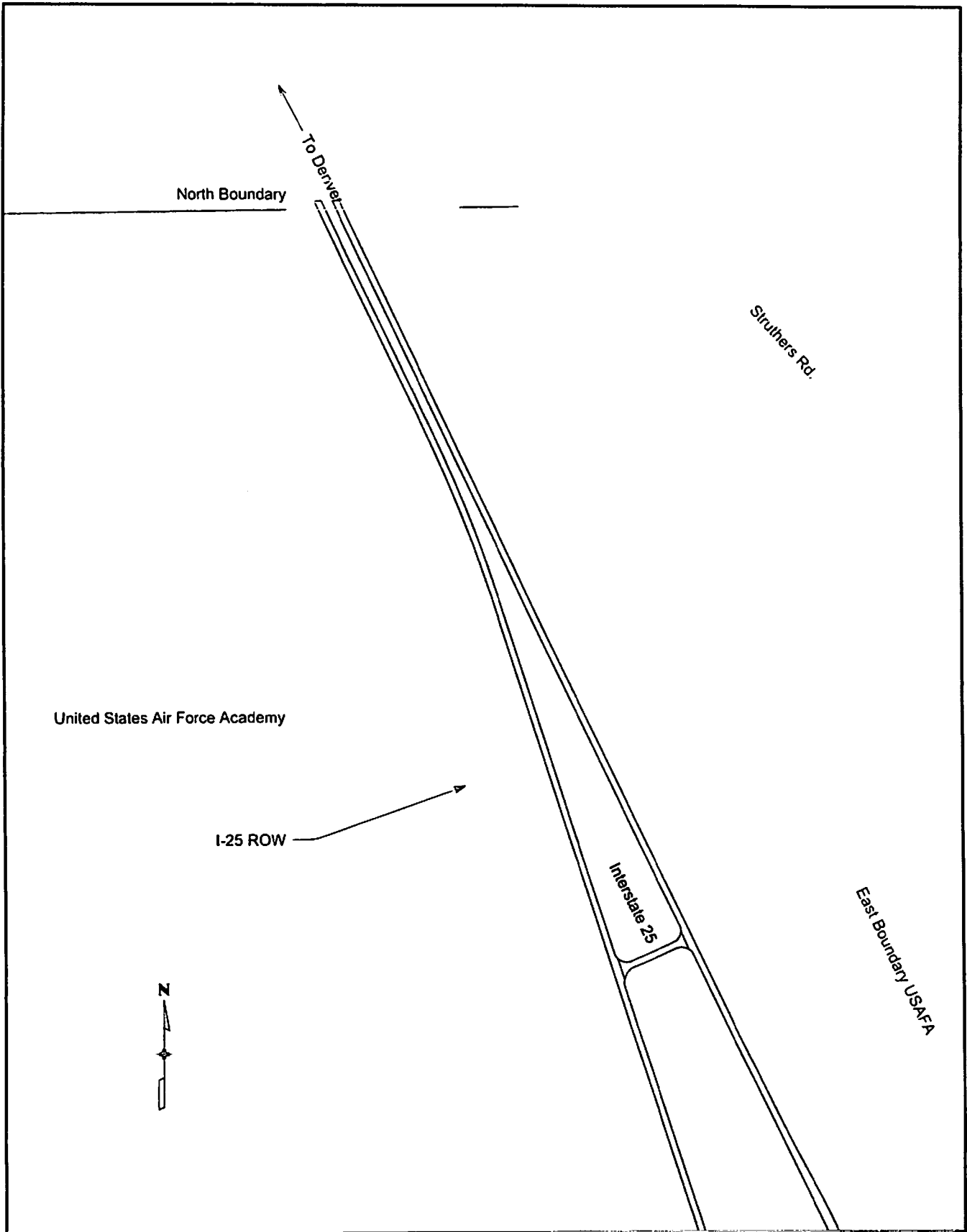


Exhibit "A"  
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Date: 7-11-19  
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0' 250' 500' 1000'

Exhibit "A"  
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## **EXHIBIT "B"**

**EASEMENT NUMBER: 1**

**DATE: JULY 11, 2019**

### **DESCRIPTION**

An Easement No. 1 of the Department of Transportation, State of Colorado, containing (757.038 acres), more or less, in Sections 5 and 6, Township 13 South, Range 66 West, Sections 6, 7, 18, 19, 20, 29, 30 and 32, Township 12 South, Range 66 West, Sections 1 and 2, Township 12 South, Range 67 West of the 6th Principal Meridian, in El Paso County, State of Colorado, said tract or parcel being more particularly described as follows:

Commencing at the southeast corner of Section 6, Township 13 South, Range 66 West, whence a witness corner "Drexel Barrell 2009 PLS 23515" bears S. 0°40'25" W a distance of 80.98 feet and a 3 1/2 inch brass cap (USAFA) Boundary point No. 2 bears N. 0°40'25" E. a distance of 27.30 feet, thence N. 44°21'57" W., a distance of 169.61 feet to a point on the south line of United States Air Force Academy (USAFA) property; said point also being the TRUE POINT OF BEGINNING;

1. Thence N. 44°21'57" W., a distance of 516.59 feet along the south boundary line of (USAFA) property;
2. Thence N. 08°51'50" W., a distance of 689.04 feet;
3. Thence on the arc of a curve to the right, a radius of 3,015.00 feet, a central angle of 50°00'14", a distance of 2,631.29 feet, (a chord bearing N. 16°08'17" E., a distance of 2,548.58 feet);
4. Thence N. 39°26'13" E., a distance of 272.46 feet;
5. Thence on the arc of a curve to the left, a radius of 1,382.39 feet, a central angle of 18°26'20", a distance of 444.88 feet, (a chord bearing N. 30°32'57" E., a distance of 442.96 feet);
6. Thence N. 07°33'59" E., a distance of 761.00 feet;
7. Thence N. 60°03'11" W., a distance of 240.00 feet;
8. Thence N. 07°33'59" E., a distance of 232.74 feet;
9. Thence N. 89°44'09" E., a distance of 1,750.20 feet;

10. Thence on the arc of a curve to the left, a radius of 2,715.00 feet, a central angle of  $61^{\circ}35'12''$ , a distance of 2,918.33 feet, (a chord bearing N.  $14^{\circ}41'02''$  E., a distance of 2,779.85 feet);

11. Thence on the arc of a curve to the left, a radius of 5,578.91 feet, a central angle of  $03^{\circ}57'40''$ , a distance of 385.70 feet, (a chord bearing N.  $19^{\circ}37'11''$  W., a distance of 385.62 feet);

12. Thence N.  $21^{\circ}36'50''$  W., a distance of 104.29 feet;

13. Thence S.  $50^{\circ}58'37''$  W., a distance of 337.42 feet;

14. Thence N.  $39^{\circ}01'23''$  W., a distance of 240.00 feet;

15. Thence N.  $50^{\circ}58'37''$  E., a distance of 342.31 feet;

16. Thence N.  $58^{\circ}19'21''$  W., a distance of 832.34 feet;

17. Thence on the arc of a curve to the right, a radius of 996.45 feet, a central angle of  $99^{\circ}53'51''$ , a distance of 1,737.35 feet, (a chord bearing N.  $08^{\circ}22'25''$  W., a distance of 1,525.50 feet);

18. Thence N.  $21^{\circ}36'50''$  W., a distance of 180.00 feet;

19. Thence N.  $68^{\circ}23'10''$  E., a distance of 215.27 feet;

20. Thence N.  $21^{\circ}36'50''$  W., a distance of 3,027.18 feet;

21. Thence N.  $57^{\circ}27'02''$  W., a distance of 315.03 feet;

22. Thence N.  $36^{\circ}23'28''$  W., a distance of 186.98 feet;

23. Thence N.  $00^{\circ}57'11''$  E., a distance of 191.68 feet;

24. Thence N.  $13^{\circ}24'59''$  E., a distance of 183.86 feet;

25. Thence N.  $21^{\circ}36'41''$  W., a distance of 848.76 feet;

26. Thence N.  $20^{\circ}41'14''$  E., a distance of 78.75 feet;

27. Thence N.  $21^{\circ}36'50''$  W., a distance of 630.12 feet;
28. Thence on the arc of a curve to the right, a radius of 5,880.00 feet, a central angle of  $05^{\circ}17'59''$ , a distance of 543.87 feet, (a chord bearing N.  $18^{\circ}57'50''$  W., a distance of 543.68 feet);
29. Thence N.  $16^{\circ}18'51''$  W., a distance of 612.53 feet;
30. Thence N.  $38^{\circ}34'36''$  W., a distance of 219.02 feet;
31. Thence N.  $57^{\circ}19'27''$  W., a distance of 909.19 feet;
32. Thence on the arc of a curve to the right, a radius of 500.00 feet, a central angle of  $136^{\circ}42'51''$ , a distance of 1,193.06 feet, (a chord bearing N.  $11^{\circ}01'59''$  E., a distance of 929.50 feet);
33. Thence N.  $79^{\circ}23'26''$  E., a distance of 177.27 feet;
34. Thence N.  $15^{\circ}35'54''$  W., a distance of 201.51 feet;
35. Thence N.  $72^{\circ}38'24''$  E., a distance of 73.70 feet;
36. Thence N.  $16^{\circ}18'50''$  W., a distance of 2,544.13 feet;
37. Thence N.  $89^{\circ}41'42''$  W., a distance of 3.63 feet;
38. Thence N.  $39^{\circ}49'51''$  W., a distance of 1,028.50 feet;
39. Thence on the arc of a curve to the left, a radius of 1,958.82 feet, a central angle of  $25^{\circ}12'07''$ , a distance of 861.60 feet, (a chord bearing N.  $09^{\circ}57'49''$  W., a distance of 854.67 feet);
40. Thence N.  $67^{\circ}26'10''$  E., a distance of 20.00 feet;
41. Thence on the arc of a curve to the left, a radius of 1,978.82 feet, a central angle of  $08^{\circ}22'15''$ , a distance of 289.10 feet, (a chord bearing N.  $26^{\circ}44'57''$  W., a distance of 288.84 feet);
42. Thence N.  $30^{\circ}56'05''$  W., a distance of 421.20 feet;
43. Thence S.  $59^{\circ}03'57''$  W., a distance of 20.00 feet;

44. Thence N.  $30^{\circ}56'03''$  W., a distance of 2,615.40 feet;
45. Thence S.  $59^{\circ}04'53''$  W., a distance of 20.00 feet;
46. Thence on the arc of a curve to the right, a radius of 4,177.56 feet, a central angle of  $07^{\circ}13'43''$ , a distance of 527.04 feet, (a chord bearing N.  $27^{\circ}18'54''$  W., a distance of 526.70 feet);
47. Thence N.  $23^{\circ}41'44''$  W., a distance of 3,037.61 feet;
48. Thence on the arc of a curve to the left, a radius of 2,052.74 feet, a central angle of  $19^{\circ}01'55''$ , a distance of 681.89 feet, (a chord bearing N.  $33^{\circ}12'42''$  W., a distance of 678.76 feet);
49. Thence N.  $42^{\circ}43'39''$  W., a distance of 1,004.30 feet;
50. Thence N.  $47^{\circ}16'21''$  E., a distance of 20.00 feet;
51. Thence N.  $42^{\circ}43'39''$  W., a distance of 905.60 feet;
52. Thence on the arc of a curve to the right, a radius of 1,380.76 feet, a central angle of  $30^{\circ}05'43''$ , a distance of 725.30 feet, (a chord bearing N.  $27^{\circ}40'47''$  W., a distance of 716.99 feet);
53. Thence N.  $12^{\circ}37'56''$  W., a distance of 3,403.70 feet;
54. Thence N.  $76^{\circ}06'37''$  E., a distance of 15.00 feet;
55. Thence N.  $12^{\circ}37'56''$  W., a distance of 941.40 feet;
56. Thence S.  $89^{\circ}11'21''$  W., a distance of 15.30 feet;
57. Thence N.  $12^{\circ}37'56''$  W., a distance of 729.70 feet;
58. Thence on the arc of a curve to the left, a radius of 1,723.08 feet, a central angle of  $15^{\circ}57'15''$ , a distance of 479.80 feet, (a chord bearing N.  $20^{\circ}36'35''$  W., a distance of 478.25 feet);
59. Thence N.  $28^{\circ}35'11''$  W., a distance of 152.53 feet more or less to a point on the north line of (USAFA) property said point being (USAFA) boundary point no. 48 whence the NW1/4 of

Section 1, T12S, R66W and (USAFA) boundary point no. 50 bears S. 89°11'54" W. a distance of 177.01 feet;

60. Thence N. 89°11'54" E., along the north line of (USAFA) property, a distance of 638.72 feet to a point whence the N 1/4 corner of Section 1, T12S, R66W and (USAFA) boundary point no. 47 bears N. 89°11'54" E. a distance of 219.63 feet;

61. Thence S. 25°23'32" E., a distance of 4,576.18 feet;

62. Thence S. 56°37'31" E., a distance of 397.16 feet more or less to a point on the east line (USAFA) property;

63. Thence S. 25°23'29" E., along the east line of (USAFA) property, a distance of 193.12 feet to a point, said point being (USAFA) boundary point no. 44;

64. Thence S. 56°39'03" E., along the east line of (USAFA) property, a distance of 1,130.27 feet to a point, said point being (USAFA) boundary point no. 42;

65. Thence S. 25°12'26" E., along the east line of (USAFA) property, a distance of 120.75 feet to a point, said point being (USAFA) boundary point no. 41;

66. Thence S. 40°08'05" W., along the east line of (USAFA) property, a distance of 269.70 feet;

67. Thence S. 06°00'36" W., along the east line of (USAFA) property, a distance of 653.53 feet to a point, said point being (USAFA) boundary point no. 38;

68. Thence S. 25°23'29" E., along the east line of (USAFA) property a distance of 3,759.32 feet;

69. Thence S. 64°36'37" W., a distance of 250.00 feet;

70. Thence S. 25°23'32" E., a distance of 2,000.00 feet;

71. Thence S. 64°36'37" W., a distance of 204.52 feet;

72. Thence S. 25°23'24" E., a distance of 2,855.20 feet;

73. Thence on the arc of a curve to the right, a radius of 5,880.00 feet, a central angle of 09°08'37", a distance of 939.00 feet, (a chord bearing S. 20°49'06" E., a distance of 938.00 feet);

74. Thence S. 16°14'47" E., a distance of 968.72 feet;

75. Thence N.  $89^{\circ}42'54''$  W., a distance of 25.77 feet;
76. Thence S.  $16^{\circ}18'50''$  E., a distance of 1,894.99 feet;
77. Thence N.  $69^{\circ}55'04''$  E., a distance of 305.72 feet;
78. Thence S.  $19^{\circ}49'06''$  E., a distance of 828.20 feet;
79. Thence S.  $71^{\circ}49'03''$  E., a distance of 243.35 feet more or less to a point on the east line (USAFA) property;
80. Thence S.  $00^{\circ}16'51''$  E. along the east line of (USAFA) property, a distance of 66.66 feet to a point, said point being (USAFA) boundary point no. 26, E1/4 sec 19;
81. Thence S.  $19^{\circ}06'13''$  E., along the east line of (USAFA) property, a distance of 243.61 feet;
82. Thence on the arc of a curve to the left, a radius of 699.44 feet, a central angle of  $66^{\circ}16'33''$ , a distance of 809.06 feet, (a chord bearing S.  $29^{\circ}38'34''$  W., a distance of 764.71 feet);
83. Thence S.  $16^{\circ}18'50''$  E., a distance of 1,288.32 feet;
84. Thence on the arc of a curve to the left, a radius of 5,580.00 feet, a central angle of  $05^{\circ}18'00''$ , a distance of 516.13 feet, (a chord bearing S.  $18^{\circ}57'50''$  E., a distance of 515.94 feet);
85. Thence S.  $21^{\circ}36'50''$  E., a distance of 5,103.37 feet;
86. Thence S.  $65^{\circ}49'42''$  E., a distance of 773.94 feet;
87. Thence on the arc of a curve to the right, a radius of 1,004.93 feet, a central angle of  $36^{\circ}02'09''$ , a distance of 632.04 feet, (a chord bearing S.  $47^{\circ}48'38''$  E., a distance of 621.68 feet);
88. Thence S.  $29^{\circ}47'33''$  E., a distance of 575.95 feet;
89. Thence S.  $47^{\circ}25'43''$  E., a distance of 356.81 feet more or less to a point on the west line of Parcel No. 1 (Revised) of the Colorado Department of Transportation, Project No. CS 04-0083-01 recorded in book 5225, page 1351, El Paso County;
90. Thence S.  $00^{\circ}13'48''$  E., a distance of 329.17 feet along said west line;
91. Thence N.  $45^{\circ}12'33''$  W., a distance of 531.15 feet;

92. Thence N.  $37^{\circ}09'51''$  W., a distance of 473.00 feet;
93. Thence on the arc of a curve to the left, a radius of 200.00 feet, a central angle of  $126^{\circ}39'55''$ , a distance of 442.14 feet, (a chord bearing S.  $79^{\circ}30'12''$  W., a distance of 357.45 feet);
94. Thence S.  $16^{\circ}10'14''$  W., a distance of 393.80 feet;
95. Thence S.  $21^{\circ}36'50''$  E., a distance of 1,281.46 feet;
96. Thence on the arc of a curve to the right, a radius of 5,878.91 feet, a central angle of  $03^{\circ}57'41''$ , a distance of 406.45 feet, (a chord bearing S.  $19^{\circ}38'00''$  E., a distance of 406.37 feet);
97. Thence on the arc of a curve to the right, a radius of 3,015.00 feet, a central angle of  $52^{\circ}04'50''$ , a distance of 2,740.56 feet, (a chord bearing S.  $09^{\circ}46'36''$  W., a distance of 2,647.18 feet);
98. Thence S.  $54^{\circ}15'37''$  E., a distance of 20.00 feet;
99. Thence on the arc of a curve to the right, a radius of 3,035.00 feet, a central angle of  $13^{\circ}49'12''$ , a distance of 732.05 feet, (a chord bearing S.  $42^{\circ}43'35''$  W., a distance of 730.28 feet);
100. Thence S.  $51^{\circ}11'19''$  W., a distance of 108.45 feet;
101. Thence on the arc of a curve to the left, a radius of 586.99 feet, a central angle of  $37^{\circ}42'29''$ , a distance of 386.31 feet, (a chord bearing S.  $25^{\circ}31'53''$  W., a distance of 379.38 feet);
102. Thence S.  $06^{\circ}40'38''$  W., a distance of 275.90 feet;
103. Thence S.  $83^{\circ}20'28''$  E., a distance of 196.18 feet;
104. Thence N.  $19^{\circ}12'41''$  E., a distance of 161.37 feet;
105. Thence S.  $70^{\circ}47'19''$  E., a distance of 200.00 feet;
106. Thence S.  $19^{\circ}12'41''$  W., a distance of 315.13 feet more or less to a point on the east line (USAFA) property;
107. Thence S.  $50^{\circ}51'45''$  W., along the east line of (USAFA) property a distance of 896.78 feet;

108. Thence on the arc of a curve to the right, a radius of 1,279.93 feet, a central angle of  $23^{\circ}46'29''$ , a distance of 531.10 feet, (a chord bearing S.  $73^{\circ}42'42''$  W., a distance of 527.30 feet);

109. Thence S.  $85^{\circ}35'56''$  W., a distance of 201.38 feet;

110. Thence N.  $04^{\circ}24'04''$  W., a distance of 225.00 feet;

111. Thence N.  $89^{\circ}59'38''$  W., a distance of 336.40 feet;

112. Thence on the arc of a curve to the left, a radius of 768.51 feet, a central angle of  $17^{\circ}58'49''$ , a distance of 241.17 feet, (a chord bearing S.  $62^{\circ}12'27''$  W., a distance of 240.18 feet);

113. Thence on the arc of a curve to the left, a radius of 2,715.00 feet, a central angle of  $49^{\circ}44'01''$ , a distance of 2,356.66 feet, (a chord bearing S.  $16^{\circ}00'10''$  W., a distance of 2,283.37 feet);

114. Thence S.  $08^{\circ}51'50''$  E., a distance of 1,109.60 feet, more or less to the south line of (USAFA) property, the TRUE POINT OF BEGINNING.

The above described Easement contains (757.038 acres), more or less.

Basis of Bearings: All bearings are based on a line between the found NGS  $3\frac{1}{4}$  inch brass cap "Pine Valley" and the found NGS  $\frac{3}{4}$  inch steel rod "V395" bears N.  $14^{\circ}55'03''$  E. Basis of bearing is referenced from a project control diagram and control survey completed by Farnsworth Group, Colorado Springs, CO dated October 12, 2012.

(USAFA) boundary point no's are a reference to United States Air Force Academy Survey dated October 1970, prepared by Keith Hook and associates Inc., recorded December 3, 1970 in book 02, page 84 of El Paso County records.



For and on Behalf of the Colorado Department of Transportation  
Dennis R Pirtle, PLS #33651  
5615 Wills Blvd, Pueblo, CO 81008

**EXHIBIT C --- PHYSICAL CONDITION REPORT**

**Colorado Department of Transportation**

After conducting a visual inspection of the property comprising the Easement Area, the Grantor and the Grantee concur with the Physical Condition of the Easement Area as required by the Grant.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**UNITED STATES AIR FORCE ACADEMY**

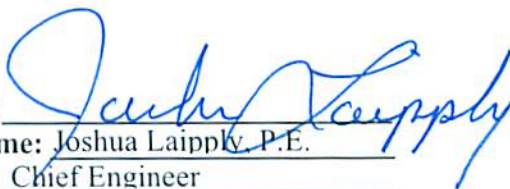
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MICHAELE M. ASCHOM, GS-11  
Real Property Accountability Officer

Also agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**COLORADO DEPARTMENT OF TRANSPORTATION**

By:   
Name: Joshua Laipply, P.E.  
Its: Chief Engineer



DEPARTMENT OF THE AIR FORCE  
10TH CIVIL ENGINEER SQUADRON  
USAF ACADEMY COLORADO

1 May 2019

MEMORANDUM FOR RECORD

FROM: 10 CES/CEIE (Sylvette Goodwin)

SUBJECT: Re-Certification of the Environmental Baseline Survey Granted under CDOT Easement # USAF-AFA-XQPZ-18-2-0381 – Ackerman Overlook and Three Water Quality Ponds

1. On 27 August 2018, a Joint Visual Inspection (JVI) was conducted by the following personnel at the Ackerman Overlook and three water quality ponds located along I-25:

<b>Name:</b>	<b>Title:</b>	<b>Office Symbol:</b>
Amber Billings	Right of Way Supervisor	CDOT ROW
Shannon Ford	Environmental Specialist	CDOT Environmental
Rob Frei	Region Planning & Environmental Manager	CDOT Environmental
Dr. Brian Mihlbachler	Natural Resources Manager	10 CES/CEIEA
Susan Lasiter	Real Property Accountable Officer (RPAO)	10 CES/CEIA
Sarah Scalise	Real Property Specialist	10 CES/CEIAP
Dawn Bowling	Real Property Technician	10 CES/CEIAP

2. The RPAO reviewed the EBS, dated August 16, 2013, and all appropriate records made available and conducted JVI of the facilities relevant to the above subject.

3. During the JVI, Dr. Brian Mihlbachler (10 CES/CEIE) recommended that CDOT will have to stabilize the bank of the gulley located near water quality pond 1B (Reference in Exhibit A as Pond No. 2 of the license). The RPAO requested CDOT representatives to provide written feedback on this recommendation to 10 CES/CEIE.

4. This letter supersedes and replaces the letter dated 27 Aug 18. If there are any issues or concerns, please contact Ms. Michaela Aschom at 333-8404 or send email to 10 CES/CEIAP (Real Property)

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SYLVETTE GOODWIN, GS-12, DAF  
Environment Engineer

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