

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT made this ____ day of _____ 2018, and hereinafter referred to as the "Agreement," by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION ("State" or "CDOT"), and the CITY OF BRIGHTON, COLORADO, CDOT vendor # 2000261 ("Local Agency"), each of which may also be referred to herein individually, as a "Party" and collectively as the "Parties."

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

RECITALS

1. The Local Agency has constructed permanent water quality (PWQ) facilities per the CDOT Multiple Separate Storm Sewer System ("MS4") program and per the construction intergovernmental agreement 17-HA1-ZH-00135 ("IGA"), executed by both Parties.
2. Required approval, clearance and coordination have been accomplished from and with the appropriate agencies.
3. CDOT and Local Agency desire to enter into this Agreement to delineate their responsibilities for operating and maintaining the PWQ facilities associated with the Local Agency Stormwater PWQ facilities. CDOT understands and agrees that the Local Agency is willing to assume maintenance obligations for all PWQ facilities under this Agreement.
4. CDOT and Local Agency also desire to enter into this Agreement to delineate their responsibilities for operating and maintaining the sidewalk being constructed on the north side of SH 7, east of Veteran's Park, which will reside within CDOT ROW.
5. 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) and CRS § 43-2-104.5. Required approvals, clearance and coordination have been accomplished from

and with appropriate agencies. These recitals are hereby incorporated into the terms of this Agreement.

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

14. "Stormwater" shall mean stormwater runoff, snow melt runoff, and surface runoff and drainage. See 5 CCR 1002-61.2(103).
15. "Stormwater Facilities" collectively refers to "drainage facilities".
16. It is the intent of this Agreement that all Facilities listed in **Exhibit A** will be maintained by the Local Agency.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

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

Section 2. CDOT Commitments

CDOT will be responsible for the following:

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

Updated Procedural Directive 501.1, Requirements for Storm Drainage Facilities and Municipal Separate Storm Sewer System Facilities (MS4), effective April 22, 2016.

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

Section 3. Local Agency Commitments

The Local Agency will be responsible for the following:

- A. The Local Agency will maintain, inspect and operate the Facilities and associated improvements identified in **Exhibit A** and **Exhibit B** attached hereto to ensure that the Facilities are and remain in proper working conditions and operating as designed

in accordance with all applicable statutes, the Local Agency's and CDOT's MS4 requirements, applicable legal requirements, ordinances and regulations, and the O&M (for PWQ Facilities only), which define the Local Agency's obligations to maintain such improvements during their useful life. The identified Facilities shall be maintained by the Local Agency at its own expense, unless otherwise agreed to by all Parties in writing. Maintenance shall include routine landscaping, sediment removal, oil and other chemical removal, trash removal and minor structural repairs of the Facilities as necessary to meet the requirements of this Agreement.

- B. The maintenance of the Facilities shall be performed in accordance with all applicable O&M for each specified Facilities.
- C. The Local Agency shall inspect the Facilities identified in **Exhibit A** and **Exhibit B** attached hereto at the Local Agency's expense per the recommended frequency in the O&M (if applicable) for the Facilities, but in any case not less than annually. The inspections shall be performed by a person experienced in the inspection of stormwater facilities. Inspections must ensure proper Facilities function and compliance with the most stringent MS4 permit requirements. Inspection and maintenance reports shall be submitted in writing by the Local Agency to the CDOT PWQ Manager by December 31st of each year for the Facilities that receive flows from CDOT ROW. Any inspection form may be used if it is acceptable by agreement of the Parties and meets CDOT's MS4 permit requirements. The Local Agency agrees to report maintenance activities to CDOT along with the inspection reports. The State and FHWA, if applicable, will make periodic inspections of the project to verify that such improvements are being adequately maintained.
- D. The Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State, of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications pertaining in any manner to the Facilities. The Local Agency shall maintain such records permanently, in either paper or electronic form. The Local Agency shall under no circumstances destroy any such records. Upon the expiration or termination of this Agreement, the Local Agency shall return any records provided by the State to Local Agency as directed by the State. If Local Agency is prevented by law or regulation from returning any such records provided by the State, the Local Agency warrants it will guarantee the confidentiality of such records.
- E. In the event the Local Agency fails to properly inspect, operate, maintain, and/or report regarding the Facilities identified in **Exhibit A** and **Exhibit B**, CDOT may issue a written notice to cure such deficiencies. In the event the deficiencies are not remedied within three (3) months after written notice of such deficiencies from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Facilities. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and/or repair work including labor, equipment, supplies and materials. If CDOT remediates any deficiencies, it is under no obligation to maintain or repair in the future. The Local Agency, its successors and assigns shall hold harmless CDOT, its agents and employees from

any and all damages, accidents, casualties, occurrences or claims which might be asserted against CDOT arising out of or resulting from the construction, presence, existence, maintenance or use of the Facilities by the Local Agency.

- F. The Local Agency shall, during the term of this Agreement, be permitted to enter upon CDOT's right of way ("ROW") for the purpose of performing the maintenance activities provided the Local Agency first obtains a special use permit from CDOT. The Local Agency shall comply with and perform all requirements and provisions of the special use permit, including but not limited to those relating to access, safety, and traffic control, and shall restrict access to the ROW to only those persons and equipment necessary to perform the work described in this Agreement. The Local Agency and its agents, employees and contractors shall not use the mainline roadway of any State highway or any portion of the shoulder thereof as means of ingress or egress to and from the Facilities with respect to any task to be performed by the Local Agency pursuant to the terms of this Agreement.
- G. The Local Agency agrees it will not remove or alter the Facilities in any way that reduces the documented treatment area as originally constructed. Should the Local Agency modify the Facilities to add additional treatment areas, the changed treatment area shall be documented via a drainage report provided by the Local Agency to CDOT within the calendar year any such modification is completed by the Local Agency. Notwithstanding anything in this Agreement to the contrary, the Local Agency, in its sole discretion, may expand or increase the capacity of the Facilities and landscape the area as determined by the Local Agency.
- H. Any fines levied against CDOT as a result of the Local Agency's failure to comply with the terms of this Agreement shall be the sole and absolute responsibility of the Local Agency or its successors.

Section 4. Term and Termination Provisions

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

Section 5. Legal Authority

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

Section 6. Representatives and Notice

The State will provide a Facilities liaison with the Local Agency through the State's Region Director, Region 1, 2000 South Holly Street, Denver, Colorado 80222). Said Region Director will also be responsible for coordinating the State's activities under this Agreement. All communications relating to the day-to-day activities for the inspection, maintenance and reporting work shall be exchanged between representatives of the State's Transportation Region 1 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below, or as either Party may from time to time designate in writing to the other Party as new or substitute representatives.

If to State:

Jessica Myklebust
CDOT Region 1 Environmental Manager
2000 South Holly Street
Denver, Colorado 80222
303-757-9929
Jessica.myklebust@state.co.us

with a copy to:

Paul Jesaitis
CDOT Region 1 RTD
2000 South Holly Street
Denver, Colorado 80222
303-757-9919
Paul.jesaitis@state.co.us

If to the Local Agency:

Curtis Bauers, Director of Utilities
City of Brighton
500 South 4th Avenue
Brighton, Colorado 80601
303-655-2033
obauers@brightonco.gov

with a copy to:

Scott Olsen, Stormwater Inspector
City of Brighton
500 South 4th Avenue
Brighton, Colorado 80601
303-655-2136
solsen@brightonco.gov

Section 7. Successors

Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding

upon the Parties hereto and their respective successors.

Section 8. Governmental Immunity

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, CRS, as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, the Local Agency and their respective departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, *et seq.*, CRS, as now or hereafter amended, and the risk management statutes, §24-30-1501, *et seq.*, CRS, as now or hereafter amended.

Section 9. Severability

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

Section 10. Waiver

The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 11. Modification and Amendment

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

Section 12. Disputes

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising

under this Agreement which is not disposed of by agreement of the Parties will be decided by the Chief Engineer of the Colorado Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of such written decision, the Local Agency gives notice to the State of its written appeal addressed to the Executive Director of the Colorado Department of Transportation. A copy of the Local Agency's written appeal shall be enclosed with said notice. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his or her duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for hereunder. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 13. Does not supersede other agreements

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

Section 14. Sub-Local Agencies

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

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THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

<p>THE LOCAL AGENCY City of Brighton, Colorado</p> <p>Print: _____ Name of Authorized Individual</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO JOHN W. HICKENLOOPER, GOVERNOR Colorado Department of Transportation Michael P. Lewis, Executive Director</p> <p>_____ By: Joshua Laipply, P.E., Chief Engineer</p> <p>Date: _____</p>
<p>2nd The Local Agency Signature if Needed</p> <p>Print: _____ Name of Authorized Individual</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____ *Signature</p> <p>Date: _____</p>	

EXHIBIT A SCOPE OF WORK

The City of Brighton Colorado is constructing a permanent water quality pond on the south side of SH 7 south of Veteran’s Park. It will include the storm pipe connections from the north to the south side of SH 7 and an inlet on the north side of SH 7, depicted in Exhibit B. These facilities will require periodic inspection and regular maintenance. Brighton will access the site from Miller St for all maintenance efforts required of the pond. There is a sidewalk being constructed on the north side of SH 7 east of Veteran’s park being constructed within CDOT right of way. The sidewalk will be maintained by the City of Brighton as well.

Permanent Water Quality Facilities to be maintained by Local Agency			
Designation	Responsibility	Jurisdiction	Location
Water Quality Pond	City of Brighton	City of Brighton	See Exhibit B
Storm pipes connecting into water quality pond from north of SH 7	City of Brighton	City of Brighton	See Exhibit B
Storm drain inlet on north side of SH 7	City of Brighton	City of Brighton	See Exhibit B

Sidewalk to be maintained by Local Agency			
Designation	Responsibility	Jurisdiction	Location
10’ Trail in CDOT right of way	City of Brighton	City of Brighton	See Exhibit B

LEGAL DESCRIPTION LDA LINE:

A PART OF THE SE 1/4 OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, CITY OF BRIGHTON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: ASSUMING THE EAST LINE OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST AS BEARING NORTH 01°50'24" WEST BETWEEN A FOUND 2" ALUM CAP PLS 25937 ON THE SOUTH END AND A FOUND 3.25" ALUM CAP PLS 27269 ON THE NORTH END, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., THENCE ALONG THE SOUTH LINE OF SAID SECTION 1, S 88°30'20" W FOR A DISTANCE OF 14.72 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION:

THENCE S 01°29'40" E FOR A DISTANCE OF 15.22 FEET TO THE POINT OF BEGINNING;

THENCE S 42°46'47" W FOR A DISTANCE OF 5.78 FEET;

THENCE S 81°18'38" W FOR A DISTANCE OF 66.97 FEET;

THENCE S 10°50'30" W FOR A DISTANCE OF 12.98 FEET;

THENCE S 48°32'45" E FOR A DISTANCE OF 5.38 FEET;

THENCE S 01°35'48" E FOR A DISTANCE OF 252.86 FEET;

THENCE S 00°36'44" W FOR A DISTANCE OF 24.70 FEET;

THENCE S 00°52'59" W FOR A DISTANCE OF 51.35 FEET;

THENCE S 10°31'05" W FOR A DISTANCE OF 7.39 FEET;

THENCE N 90°00'00" E FOR A DISTANCE OF 91.80 FEET;

THENCE S 02°02'10" E FOR A DISTANCE OF 12.01 FEET;

THENCE S 90°00'00" W FOR A DISTANCE OF 94.46 FEET;

THENCE S 10°31'05" W FOR A DISTANCE OF 26.07 FEET;

THENCE S 28°23'15" W FOR A DISTANCE OF 43.75 FEET;

THENCE S 13°07'22" W FOR A DISTANCE OF 66.43 FEET;

THENCE S 88°14'44" W FOR A DISTANCE OF 126.73 FEET;

THENCE N 88°13'15" W FOR A DISTANCE OF 114.37 FEET;

THENCE N 60°21'03" W FOR A DISTANCE OF 11.98 FEET;

THENCE N 02°14'55" W FOR A DISTANCE OF 60.25 FEET;

THENCE N 22°56'28" E FOR A DISTANCE OF 246.37 FEET;

THENCE N 00°10'55" W FOR A DISTANCE OF 175.81 FEET;

THENCE N 51°16'11" E FOR A DISTANCE OF 28.52 FEET;

THENCE N 88°39'51" E FOR A DISTANCE OF 141.99 FEET;

THENCE N 10°50'30" E FOR A DISTANCE OF 32.81 FEET;

THENCE N 81°18'38" E FOR A DISTANCE OF 91.15 FEET;

THENCE S 47°13'13" E FOR A DISTANCE OF 11.62 FEET;

THENCE N 87°46'47" E FOR A DISTANCE OF 70.18 FEET;

THENCE N 03°26'45" E FOR A DISTANCE OF 56.83 FEET;

THENCE N 89°31'46" W FOR A DISTANCE OF 42.83 FEET;

THENCE N 38°07'16" W FOR A DISTANCE OF 28.72 FEET;

THENCE N 02°15'20" E FOR A DISTANCE OF 6.44 FEET;

THENCE S 87°44'40" E FOR A DISTANCE OF 492.17 FEET;

THENCE S 02°15'20" W FOR A DISTANCE OF 10.92 FEET;

THENCE N 83°12'41" W FOR A DISTANCE OF 11.04 FEET;

THENCE N 88°57'41" W FOR A DISTANCE OF 63.66 FEET;

THENCE S 86°59'40" W FOR A DISTANCE OF 39.56 FEET TO THE BEGINNING OF A NORTHERLY CONCAVE CURVE;

THENCE ALONG SAID CURVE WITH A CENTRAL ANGLE OF 03°05'33", CHORD BEARING S 89°59'21" W, RADIUS OF 5502 FEET FOR A DISTANCE OF 296.97 FEET, WITH A CHORD LENGTH OF 296.94;

THENCE S 03°26'45" W FOR A DISTANCE OF 75.58 FEET;

THENCE S 87°46'47" W FOR A DISTANCE OF 93.03 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 2.97 ACRES.

 <p>AGPROprofessionals DEVELOPERS OF AGRICULTURE 3050 67th Avenue, Suite 200, Greeley, CO 80634 (970) 535-9318 • fax: (970) 535-9854</p>	<p>STORM WATER & WATER TREATMENT IGA EXHIBIT (SHEET 2 OF 2) BRIGHTON, CO</p>	<p>DATE: 11/7/17 SCALE: NTS</p>
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