

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 32, SERIES 2023**

**A RESOLUTION APPROVING ACCESS, CONSTRUCTION, AND PUBLIC
VEHICULAR CROSSING AGREEMENT WITH BOX ELDER DITCH COMPANY
AND LADERA BUSINESS IMPROVEMENT DISTRICT**

WHEREAS, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is an Agreement for Access, Construction, and Public Vehicular Crossing; and

WHEREAS, Box Elder Ditch Company desires to grant to Ladera Business Improvement District and the Town of Timnath the right to cross the Box Elder Ditch and the Ditch Easement, to construct, install and maintain improvements for public streets / roundabout and sidewalks located generally at the intersections of Weitzel Street and Swetsville Zoo Road and at Weitzel Street and CR5 and for the parties to agree on responsibilities related thereto; and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

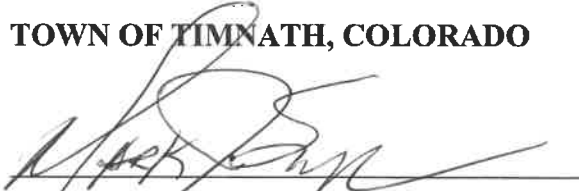
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOWS:

Section 1. Approval

The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON APRIL 25, 2023.

TOWN OF TIMNATH, COLORADO


Mark J. Soukup, Mayor

ATTEST:


Melissa Peters-Garcia, CMC
Town Clerk



EXHIBIT A

AGREEMENT FOR ACCESS, CONSTRUCTION, AND PUBLIC VEHICULAR CROSSING

**AGREEMENT FOR ACCESS,
CONSTRUCTION, AND PUBLIC VEHICULAR CROSSING**

THIS AGREEMENT ("Agreement") made this 25 day of April, 2023 between the parties, BOX ELDER DITCH COMPANY, a Colorado mutual ditch corporation (hereinafter "Company"), and the TOWN OF TIMNATH, a home rule town in Colorado (hereinafter "TIMNATH") and LADERA BUSINESS IMPROVEMENT DISTRICT, a quasi-municipal entity and political subdivision of the State of Colorado (hereinafter the "LADERA"). The Company, TIMNATH and LADERA are hereinafter referred to as the "Parties" or individually as a "Party".

FACTUAL RECITALS

A. The Company is the operator of a canal or ditch commonly known as the Box Elder Ditch (hereinafter called the "Ditch"). The Ditch passes through portions of the E ½ of Section 3, Township 6 North, Range 68 West of the 6th P.M., Larimer County, Colorado, as approximately shown on the map attached hereto and incorporated herein as **Exhibits A** (the "Property").

B. The Company has a valid and existing easement for the Ditch and sufficient lands on each side of the Ditch to allow the Company to fully enjoy and utilize the easement and right of way, and TIMNATH recognizes the existing easement and consents to the Ditch crossing Town-owned right-of-way pursuant to the terms hereof (the "Ditch Easement"). A portion of the Ditch Easement is generally located within the Property, where it traverses through and across the Property in the E ½ of Section 3, Township 6 North, Range 68, West of the 6th P.M., Larimer County, Colorado, at the intersection of Weitzel Street and Swetsville Zoo Road, in the Ladera Development, as further described on **Exhibit A**.

C. LADERA has constructed and installed a Public Vehicular Street/Roundabout at intersection of Weitzel Street and Swetsville Zoo Road (the "Roundabout") surfacing with HMA paving including curb, gutter and attached walk. LADERA also has constructed and installed a Public Vehicular Street at LCR 5 (proposed "Weitzel Street") surfacing with HMA only (no curb, gutter or sidewalk) 56 feet wide to prepare for an intersection to be designed and constructed in a future phase. The exact location, cross sections and other specifics of the crossing locations, for the Roundabout and Weitzel Street that are located within the Ditch Easement, are further described and shown on **Exhibit A** attached hereto and incorporated herein by this reference (the "Crossing Area"). The Roundabout and Weitzel Street and/or other appurtenances directly related to the Roundabout and/or Weitzel Street are collectively referred to as the ("Improvements").

D. Company desires to grant to LADERA the right to cross the Ditch and the Ditch Easement, to construct, install and maintain the Improvements pursuant to the final plans and specifications attached hereto as **Exhibit A**, which have been provided to the Company. The time period spent constructing and installing the Improvements will be referred to herein as (the "Construction Phase").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Company, the Parties mutually agree as follows:

1. The above Factual Recitals are incorporated herein as if fully set forth.
2. For good and valuable consideration, the Company hereby grants to LADERA the right to cross on, over and through the Crossing Area in two locations for the purpose of installation, inspection, maintenance and operation of the Improvements, which will be located within the Ditch Easement where the Ditch traverses through and across the property located in the E ½ of Section 3, Township 6 North, Range 68 West of the 6th P.M., pursuant to the terms of this Agreement.
3. For the consideration set forth above in Section 2, the Company further consents to LADERA and TIMNATH entering upon, over and across the Crossing Area for the purpose of maintaining and replacing the existing Improvements and constructing and/or installing the Improvements in the manner and at the location designated and described in this Agreement and shown on **Exhibit A**, and for any other permitted uses of TIMNATH's right-of-way that do not interfere with the Ditch. TIMNATH reserves the right to install or provide permission to install public utilities, lighting and other improvements in the Ditch Easement that do not interfere with the Ditch.
4. The Company agrees and consents to the Improvements being public streets and rights-of-way accessed and traversed by members of the public, including vehicular and pedestrian use. LADERA shall obtain all necessary consents, authorizations and permits and shall perform the construction and/or installation of the Improvements in accordance with all applicable laws, rules, regulations, plans and specifications for the design, construction, repair and/or maintenance of the Improvements. The Company acknowledges that LADERA has provided the preliminary plans and specifications for the Improvements to the Company for its review and approval. Prior to any construction, modification and/or repair of the Improvements that will impact the Ditch, LADERA shall provide final plans and specifications and obtain the Company's written approval of such plans and specifications and any contemplated work prior to exercising its rights pursuant to this Agreement, which approval will not be unreasonably withheld. The Company's review and any approval of such plans and specifications and the contemplated work shall not constitute an engineering review or supervision and does not affect, release and/or limit LADERA from any obligation, responsibility or liability to conduct such work in accordance with this Agreement and with all applicable governmental rules and regulations, or for the design, construction, repair and/or maintenance of the Improvements. LADERA and the Company agree to cooperate in good faith during the Construction Phase to coordinate any construction, maintenance, operation and/or repair of the Ditch, Ditch Easement, Crossing Area and the Improvements without cost to the Company. All construction, maintenance, operation and/or repair of the Improvements after the installation by LADERA and final acceptance of the Improvements by TIMNATH, that final acceptance to occur after the construction warranty period of two (2) Years, ("TIMNATH's Acceptance") shall be done by TIMNATH, entirely without cost to the Company.

5. The Company makes no representation or warranties as to whether LADERA obtained or needs to obtain consent from the owners of lands underlying and surrounding the Ditch and Ditch Easement in the E ½ of Section 3, Township 6 North, Range 68 West of the 6th P.M., in the Town of Timnath, Larimer County, Colorado, or the owners of any existing pipelines, utility lines or other structures on, over, across or under the Property or other lands surrounding or lying under the Ditch and Ditch Easement prior to commencing construction of the Improvements. The Company shall be without liability for any damage to said owners as a result of LADERA's exercise of its rights pursuant to this Agreement, except as to such damage as may be caused by gross negligence or willful misconduct of the Company.

6. The Improvements shall be constructed by LADERA, and maintained and repaired by LADERA prior to TIMNATH's Acceptance and by TIMNATH after TIMNATH's Acceptance, at their respective expense, upon notice to the Company as recited above. In the event that the Company believes repairs to the Improvements are needed, including in an emergency, the Company will contact the Town. In the event any sum is expended by the Company for emergency repairs and maintenance of the Improvements, LADERA prior to TIMNATH's Acceptance and TIMNATH after TIMNATH's Acceptance, shall reimburse the Company for such costs, fees and/or expenses related to such repairs and maintenance. In the event that the Company finds it necessary to make any emergency repairs and maintenance to the Improvements and/or any appurtenances, the Company shall be without liability for damage to LADERA or TIMNATH, its agents, employees and/or other third parties, including without limitation all landowners, homeowners and business owners in or surrounding the Ditch, Ditch Easement and Crossing Area, except as to such damage as may be caused by the gross negligence or wanton and willful misconduct of the Company. Emergency shall be defined as a situation that poses an immediate threat to the Ditch, appurtenant structures and improvements, or water flowing in the Ditch. Determination of whether repair or maintenance is necessary and whether an emergency exists shall be in the reasonable discretion of the Company.

7. In the event that the Company finds it necessary to make repairs and maintenance to the Ditch and/or the Ditch Easement, either now or at any future time, the Company shall be without liability for damage to the Improvements as the result of the making of such maintenance and repairs, except as to such damage as may be caused by the Company's gross negligence or wanton and willful misconduct. In the event repair or maintenance of the Ditch or the Ditch Easement is required or advisable due to the construction, installation, surveying, inspection, operation, maintenance, repair or replacement of the Improvements, at the Company's election, LADERA prior to TIMNATH's Acceptance and TIMNATH after TIMNATH's Acceptance will promptly repair and maintain the Ditch and the Ditch Easement to the reasonable satisfaction of the Company, or alternatively if the work is not completed within ten (10) days after notice from the Company, the Company may perform or cause to be performed such repair and maintenance and LADERA or TIMNATH (as applicable) shall promptly reimburse the Company for the costs and expenses of such repair and maintenance. Determination of whether repair or maintenance to the Ditch and the Ditch Easement is necessary or advisable and the nature and extent of such repair or maintenance shall be in the Company's reasonable discretion.

8. The Company shall have full power to operate, maintain, alter, enlarge, relocate, clean and manage the Ditch and Ditch Easement, and any expense and/or damages caused to the Improvements shall not be chargeable to the Company unless the Company or its representatives or agents are grossly negligent or willful and wanton. In the event, however, that any such action on the part of the Company could reasonably be expected to affect the Improvements, except in the event of emergency repairs, the Company agrees to give prior notice to LADERA or TIMNATH and to reasonably cooperate with LADERA or TIMNATH to avoid injuries or damages to the Improvements and to reasonably minimize the impact on traffic and pedestrians. Except in the event of an emergency, prior to performing work that is expected to close down or re-route traffic or pedestrian access on the Improvements, the Company will first provide advance notice to TIMNATH and work with TIMNATH to resolve traffic planning and mitigation issues for the project, but the Company shall at no time be required to secure permits from TIMNATH for routine Ditch maintenance or pay any fees and costs related to the same. The Company shall not enlarge, relocate or significantly alter the Ditch in that section that is underneath the roadway and within TIMNATH's right-of-way without notifying TIMNATH and obtaining TIMNATH's approval of plans and specifications, which approval shall not be unreasonably withheld or delayed. In the event that the Company finds it necessary to perform emergency repairs to the Ditch and Ditch Easement, either now or at any future time, the Company shall make reasonable attempts to promptly notify TIMNATH's Public Works Director, or if unavailable, TIMNATH's Police dispatcher and shall be without liability for any damages to the Improvements as the result of the Company's performance of said repairs, except to the extent caused by the gross negligence or intentional misconduct of the Company or its employees, agents, contractors and/or subcontractors.

9. The Construction Phase shall be completed prior to April 1, 2023, unless written consent by the Company for an extension is granted, and shall be accomplished during the non-irrigation season, unless otherwise agreed to by the Company.

10. The Construction Phase, and any subsequent repair and maintenance of the Improvements shall be entirely without disturbance of the flow of water into the Ditch, unless permission in writing is first received from the Company for such disturbance. LADERA shall be liable to the Company and/or its shareholders for damages for any unauthorized use or disturbance of flow of water through the Ditch, without the Company's prior written permission. TIMNATH shall take no action to disturb the flow of the ditch without the Company's prior written permission. Upon completion of any activity upon the Crossing Area by LADERA or TIMNATH, LADERA prior to TIMNATH's Acceptance and TIMNATH after TIMNATH's Acceptance shall clean the Ditch and ditch bank area to cause it to be in substantially the same or better condition than existed prior to commencement of such activity, including the compacting of any disturbed soils.

11. Upon the completion of the Construction Phase, LADERA shall promptly notify the Company, and the Parties shall jointly inspect the Ditch at the location of the Improvements. If there are any deficiencies in the work of LADERA or any variation from the plans previously provided to Company, LADERA shall forthwith remedy the same. In so doing, LADERA shall meet all reasonable requirements of the Company for the protection of the Ditch comparable to conditions prior to the construction of the project.

12. Installation, construction, repair and/or maintenance of the Improvements shall be entirely without cost to the Company. In addition to the consideration recited in Section 2, the Company's attorneys and engineers shall be directed to review this Agreement and to consult with Company officials and/or employees as to its contents and effect, and their reasonable fees to be paid by LADERA.

13. To the extent permitted by law, LADERA shall indemnify and hold the Company, its officers, directors, employees, shareholders and successors and assigns, harmless from any and all liability, losses, damages and expenses, including attorneys' fees, arising in connection with the exercise by LADERA of its rights pursuant to this Agreement, including, but not limited to, any personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Crossing, Crossing Area and the Improvements thereon by LADERA and/or its employees and/or invitees prior to TIMNATH's Acceptance of the Improvements, except to the extent caused by the gross negligence or intentional misconduct of the Company or its shareholders, employees, agents, contractors and/or subcontractors.

14. TIMNATH and LADERA hereby covenant and agree as follows, subject to the recognition that TIMNATH shall not be responsible for such acts occurring prior to TIMNATH's Acceptance unless TIMNATH performed such act:

A. To not install a fence, plant trees, brush or vegetation that obstructs access to the Ditch, the Ditch Easement or the Crossing Area, or construct any building within the Ditch, the Ditch Easement or Crossing Area, unless written authorization is first received from the Company.

B. To promptly backfill any excavations made by it on the Ditch and Ditch Easement and repair any damage it shall do within the Ditch and Ditch Easement to the satisfaction of the Company.

C. To not spill dirt, debris or other foreign material into the Ditch. In the event that dirt, debris or other foreign material is spilled into the Ditch, the affected area of the Ditch shall be completely cleaned and restored to the Company's reasonable satisfaction. Upon completion of any activity upon the Crossing Area by LADERA or TIMNATH, the Ditch shall be cleaned and the ditch bank area shall be placed in substantially the same or better condition that existed prior to commencement of such activity, including the compacting of any disturbed soils.

D. If at any time after TIMNATH's Acceptance of the Improvements, any work by LADERA or TIMNATH causes any settling in the Ditch embankments, the roads thereon, the Crossing Area or any part of the Ditch Easement, TIMNATH will upon notification from the Company, immediately make all repairs required by the Company at LADERA's or TIMNATH's expense.

E. Pursuant to Section 7, the Company is not responsible for restoration of Improvements damaged by normal or emergency maintenance and repair of the ditch or the ditch easement. If at any time after TIMNATH's Acceptance of the Improvements, any normal or emergency maintenance and repair of the ditch or ditch easement within the scope of this Agreement by the Company causes damage to the Improvements requiring restoration, and TIMNATH incurs costs and expenses to restore the Improvements, and TIMNATH's acts or omissions were not the cause of the maintenance and repair of the ditch, ditch easement, or damage to the Improvements, LADERA shall reimburse TIMNATH for all costs reasonably incurred associated with such restoration of the Improvements. The financial obligations of LADERA and TIMNATH are expressly subject to annual appropriation and do not constitute multi-year obligations under TABOR.

F. Upon completion of the installation of the Improvements, LADERA shall provide an "as built" survey and a written legal description confirming the location of the Improvements.

15. To protect the Ditch during construction and installation of the Improvements, LADERA hereby covenants and agrees to the following:

A. Any trench or other excavation in connection therewith shall be backfilled, compacted and stabilized by LADERA to the satisfaction of the Company.

B. LADERA shall remove any hazardous materials that may result from construction and/or installation of the Improvements and shall prevent any such hazardous materials from flowing into the Ditch.

C. Should any water seepage and/or leakage occur, LADERA shall repair the Ditch to stop the seepage or leakage to the satisfaction of the Company.

16. In the event either LADERA, TIMNATH or the Company shall be in default in any of their covenants herein, so as to require the Party not in default to retain counsel to attempt to enforce said covenants and to commence legal or equitable action against the defaulting Party, upon a determination by the court of default, the defaulting Party shall be liable for all reasonable expenses of said litigation incurred by the enforcing Party, including, but not limited to docket fees, discovery and reasonable attorney's fees.

17. Any notice required or permitted hereunder shall be deemed effective three days after deposit in the United States mail, postage prepaid, certified mail and addressed to the party to whom notice is to be given or when hand delivered, as follows:

If to Company:

Box Elder Ditch Company
c/o Fischer, Brown, Bartlett, Larsen & Irby, P.C.
Attn: Brent Bartlett
1319 E. Prospect Road
Fort Collins, CO 80525

With a copy to:
Registered Agent as reflected in the
records of the Colorado Secretary of State

If to the Ladera:

Ladera Business Improvement District
c/o Spencer Fane, LLP
1700 Lincoln St., Suite 2000
Denver, CO 80203

If to Timnath:

Town of Timnath
Attn: Public Works
Director
4750 Signal Tree Drive
Timnath, CO 80547

With a copy to:
Town Attorney
Town of Timnath
4750 Signal Tree Drive
Timnath, CO 80547

In the event a different person or entity than the person or entity listed above shall be given notice, the other Party shall be notified of this change in writing pursuant to this paragraph.

18. This Agreement is subject to all restrictions, reservations, rights-of-way, easements, documents or Agreements existing or of record in the Clerk and Recorder's office in Larimer County, Colorado at the time this Agreement is recorded. The Company makes absolutely no representations or warranties (including, without limitation, warranties of title) in or by this Agreement or any grant herein.

19. Following the approvals in Section 4 above, LADERA shall promptly record this Agreement with the Clerk and Recorder of Larimer County, Colorado and tender the original recorded agreement to the Company. Unless otherwise agreed in writing, no work shall commence until this Agreement has been recorded and the original recorded Agreement is received by the Company.

20. This Agreement and all the terms and conditions thereof shall extend to and be binding upon the successors and assigns of each of the Parties hereto. This Agreement shall run

with the land described in **Exhibit A**. Upon transfer of its interests in this Agreement, LADERA and TIMNATH, their successors and assigns, agrees to inform the Company of the name of the transferee.

21. This Agreement shall be interpreted and enforced under the laws of the State of Colorado. In the event of arbitration or litigation, venue shall be exclusively proper in Larimer County, Colorado.

22. This Agreement is contingent upon, and shall not take effect until, the approval of the Board of Directors of the Company of the completed plans and specifications of the Improvements, signed by the President of the Company, and the giving of such approval to LADERA and TIMNATH. The Company may make suggested revisions to the plans and specifications, and if such revisions are fully agreed to by LADERA and TIMNATH in writing, with notice of such acceptance being given to the Company, then this Agreement shall become effective upon receipt by the Company of such notice.

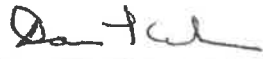
23. A copy of this Agreement may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

24. Nothing herein shall be deemed a waiver of any protections or immunities of TIMNATH, including any protections under the Colorado Governmental Immunity Act.

[Remainder of page intentionally left blank. Three signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed by the proper officers or agents and have affixed their seals hereto on the day and year first above written.

**BOX ELDER DITCH COMPANY a
Colorado mutual ditch corporation**

By: 
Dan Kehn, President

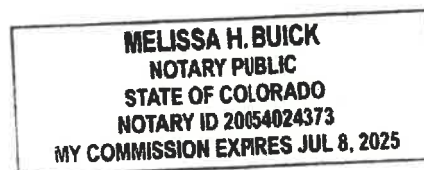
STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The above and foregoing

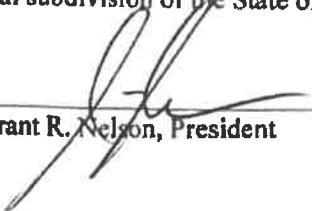
Agreement was acknowledged before me this 1st day of May, 2023, by Dan Kehn, President of Box Elder Ditch Company, a Colorado mutual ditch corporation.

WITNESS my hand and official seal.


Notary Public



LADERA BUSINESS IMPROVEMENT DISTRICT, a quasi-municipal entity and political subdivision of the State of Colorado

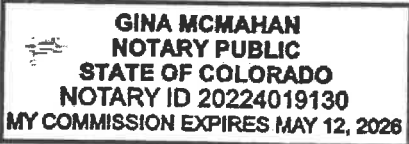
By: 
Grant R. Nelson, President

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The above and foregoing Agreement was acknowledged before me this 1st day of May, 2023 by Grant R. Nelson, President, Ladera Business Improvement District, a _____.


WITNESS my hand and official seal.


Notary Public



My commission expires: May 2, 2026 {SEAL}

**TOWN OF TIMNATH, a home rule town
in Colorado**

By: 
Aaron Adams, Town Manager

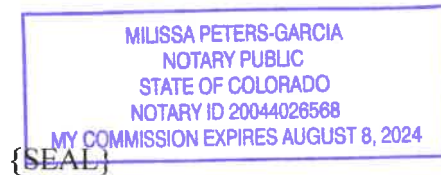
STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The above and foregoing Agreement was acknowledged before me this 27 day of April, 2023 by Aaron Adams, Town Manager, Town of Timnath, a home rule town in Colorado.

WITNESS my hand and official seal.


Notary Public

My commission expires: 8/8/24





CERTIFICATE
 I, **GALLOWAY**, hereby certify that the above is a true and correct copy of the original as filed in my office on **06/12/2022**.



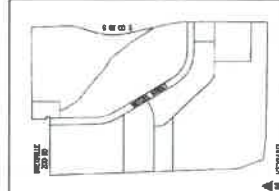
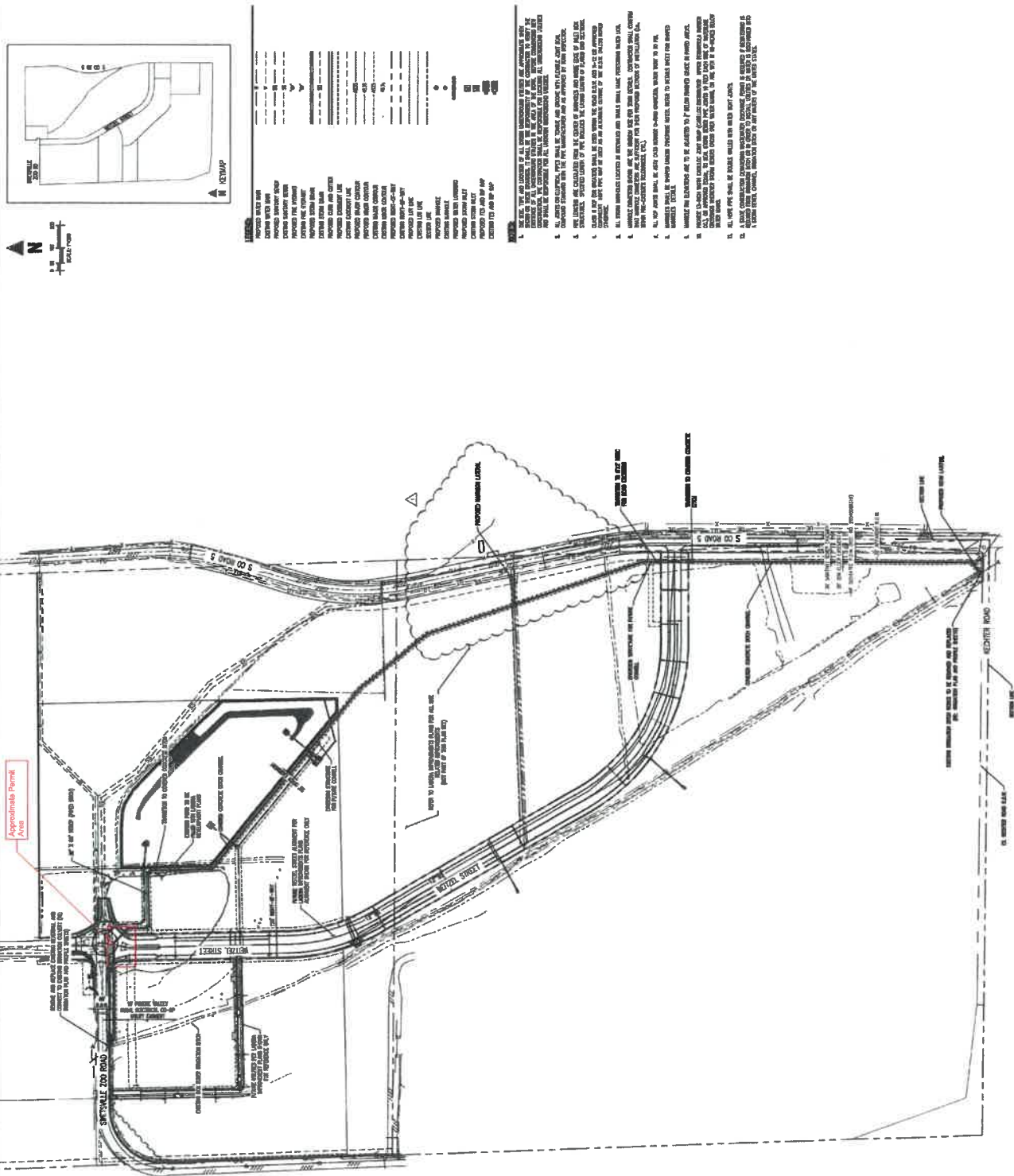
BOX ELDER DITCH UNDERGROUNDING
LADERA
THINATH, CO

1. Date	06/12/2022
2. Name / Description	BOX ELDER DITCH UNDERGROUNDING
3. Author	GALLOWAY
4. Check By	JAN
5. Date	02/22/2022
6. Date	
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Project No.	04/2022
Drawn By	JAN
Checked By	JAN
Date	02/22/2022

OVERALL IRRIGATION PLAN

C2.0



NOTES:

1. THE PLAN SHOWS THE LOCATION OF ALL BOX ELDER DITCH LATERALS AND THE LOCATION OF ALL BOX ELDER DITCH LATERALS AND THE LOCATION OF ALL BOX ELDER DITCH LATERALS.
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COPIRIGHT
 THESE PLANS ARE AN INSTRUMENT OF SERVICE
 AND ARE THE PROPERTY OF QUALTECH, INC. AND NOT
 TO BE REPRODUCED, COPIED, OR REPRODUCED
 WITHOUT THE WRITTEN CONSENT OF QUALTECH.
 COMMENTS AND AMENDMENTS WILL BE
 APPRECIATED AND WELCOME.



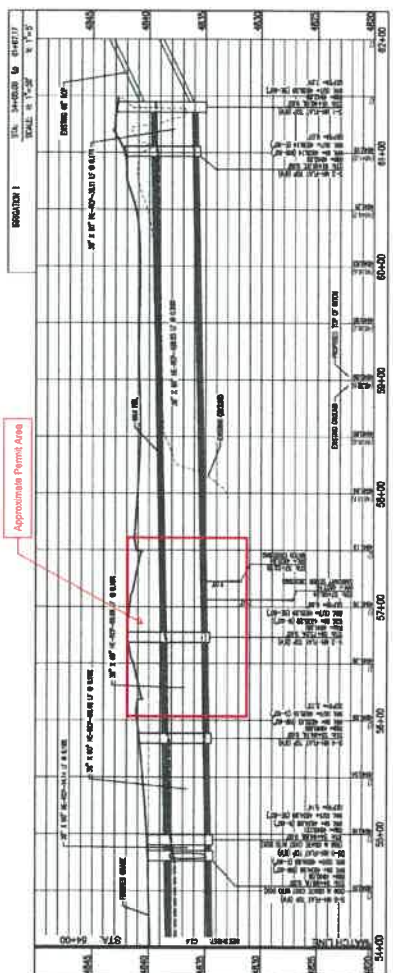
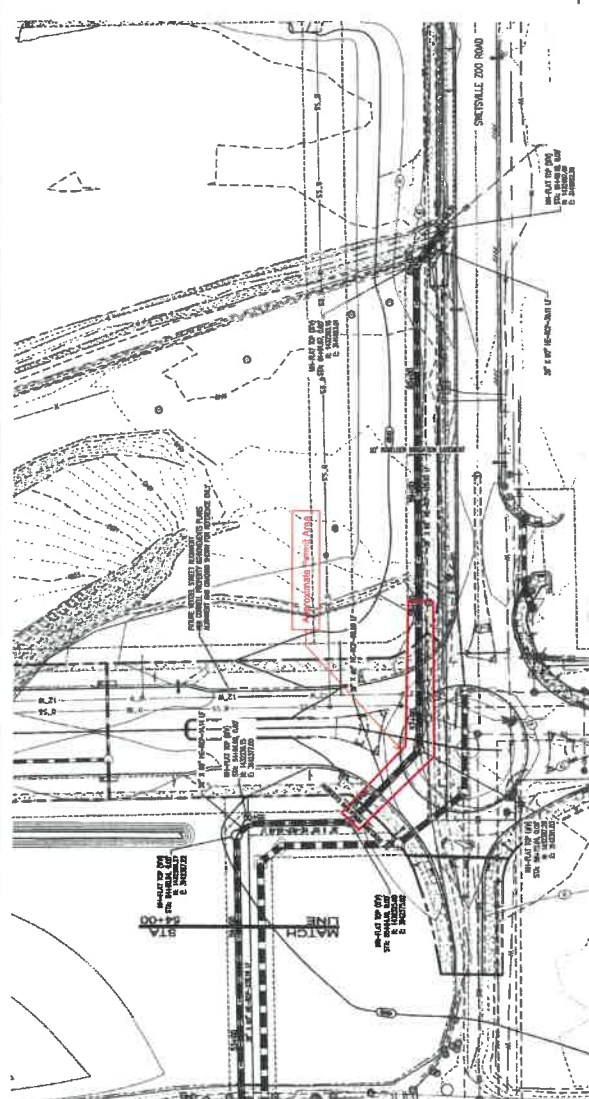
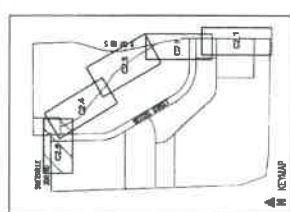
BOX ELDER DITCH UNDERGROUND
LADDER
MINNATH, CO

Date	Name / Description	Int.
11.10.2022	Wiederholung des 1. Teils	100
12.10.2022	Wiederholung des 2. Teils	100
13.10.2022	Wiederholung des 3. Teils	100
14.10.2022	Wiederholung des 4. Teils	100
15.10.2022	Wiederholung des 5. Teils	100
16.10.2022	Wiederholung des 6. Teils	100
17.10.2022	Wiederholung des 7. Teils	100
18.10.2022	Wiederholung des 8. Teils	100
19.10.2022	Wiederholung des 9. Teils	100
20.10.2022	Wiederholung des 10. Teils	100
21.10.2022	Wiederholung des 11. Teils	100
22.10.2022	Wiederholung des 12. Teils	100
23.10.2022	Wiederholung des 13. Teils	100
24.10.2022	Wiederholung des 14. Teils	100
25.10.2022	Wiederholung des 15. Teils	100
26.10.2022	Wiederholung des 16. Teils	100
27.10.2022	Wiederholung des 17. Teils	100
28.10.2022	Wiederholung des 18. Teils	100
29.10.2022	Wiederholung des 19. Teils	100
30.10.2022	Wiederholung des 20. Teils	100
31.10.2022	Wiederholung des 21. Teils	100
01.11.2022	Wiederholung des 22. Teils	100
02.11.2022	Wiederholung des 23. Teils	100
03.11.2022	Wiederholung des 24. Teils	100
04.11.2022	Wiederholung des 25. Teils	100
05.11.2022	Wiederholung des 26. Teils	100
06.11.2022	Wiederholung des 27. Teils	100
07.11.2022	Wiederholung des 28. Teils	100
08.11.2022	Wiederholung des 29. Teils	100
09.11.2022	Wiederholung des 30. Teils	100
10.11.2022	Wiederholung des 31. Teils	100
11.11.2022	Wiederholung des 32. Teils	100
12.11.2022	Wiederholung des 33. Teils	100
13.11.2022	Wiederholung des 34. Teils	100
14.11.2022	Wiederholung des 35. Teils	100
15.11.2022	Wiederholung des 36. Teils	100
16.11.2022	Wiederholung des 37. Teils	100
17.11.2022	Wiederholung des 38. Teils	100
18.11.2022	Wiederholung des 39. Teils	100
19.11.2022	Wiederholung des 40. Teils	100
20.11.2022	Wiederholung des 41. Teils	100
21.11.2022	Wiederholung des 42. Teils	100
22.11.2022	Wiederholung des 43. Teils	100
23.11.2022	Wiederholung des 44. Teils	100
24.11.2022	Wiederholung des 45. Teils	100
25.11.2022	Wiederholung des 46. Teils	100
26.11.2022	Wiederholung des 47. Teils	100
27.11.2022	Wiederholung des 48. Teils	100
28.11.2022	Wiederholung des 49. Teils	100
29.11.2022	Wiederholung des 50. Teils	100
30.11.2022	Wiederholung des 51. Teils	100
01.12.2022	Wiederholung des 52. Teils	100
02.12.2022	Wiederholung des 53. Teils	100
03.12.2022	Wiederholung des 54. Teils	100
04.12.2022	Wiederholung des 55. Teils	100
05.12.2022	Wiederholung des 56. Teils	100
06.12.2022	Wiederholung des 57. Teils	100
07.12.2022	Wiederholung des 58. Teils	100
08.12.2022	Wiederholung des 59. Teils	100
09.12.2022	Wiederholung des 60. Teils	100
10.12.2022	Wiederholung des 61. Teils	100
11.12.2022	Wiederholung des 62. Teils	100
12.12.2022	Wiederholung des 63. Teils	100
13.12.2022	Wiederholung des 64. Teils	100
14.12.2022	Wiederholung des 65. Teils	100
15.12.2022	Wiederholung des 66. Teils	100
16.12.2022	Wiederholung des 67. Teils	100
17.12.2022	Wiederholung des 68. Teils	100
18.12.2022	Wiederholung des 69. Teils	100
19.12.2022	Wiederholung des 70. Teils	100
20.12.2022	Wiederholung des 71. Teils	100
21.12.2022	Wiederholung des 72. Teils	100
22.12.2022	Wiederholung des 73. Teils	100
23.12.2022	Wiederholung des 74. Teils	100
24.12.2022	Wiederholung des 75. Teils	100
25.12.2022	Wiederholung des 76. Teils	100
26.12.2022	Wiederholung des 77. Teils	100
27.12.2022	Wiederholung des 78. Teils	100
28.12.2022	Wiederholung des 79. Teils	100
29.12.2022	Wiederholung des 80. Teils	100
30.12.2022	Wiederholung des 81. Teils	100
31.12.2022	Wiederholung des 82. Teils	100
01.01.2023	Wiederholung des 83. Teils	100
02.01.2023	Wiederholung des 84. Teils	100
03.01.2023	Wiederholung des 85. Teils	100

Project No.	001-000001
County	Albany
Division	3000
Date	02/22/2002

IRRIGATION PLAN AND PROFIT E

C2.5

[illegible]

811
Know what's below.
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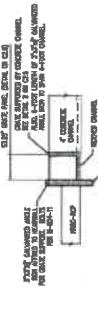
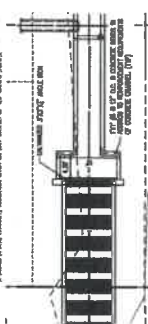
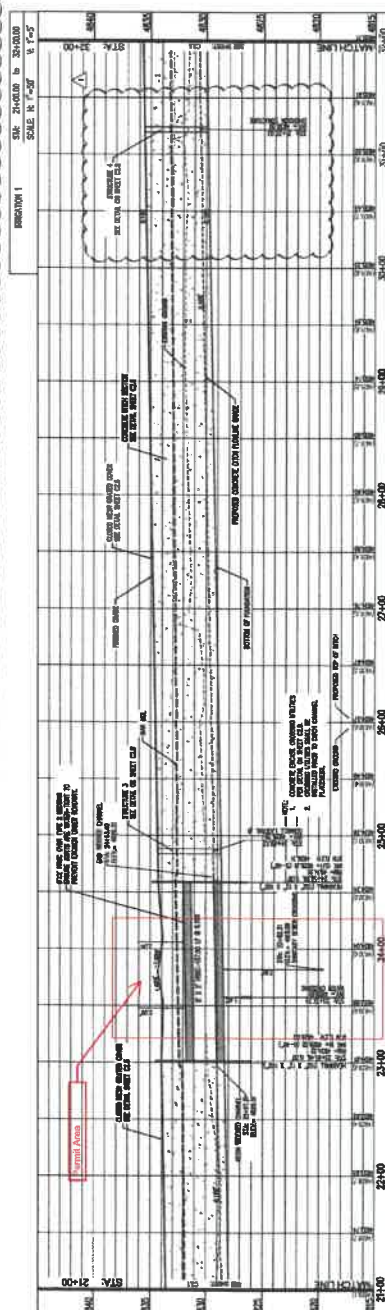
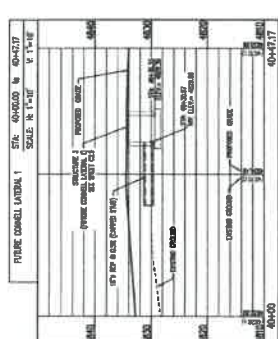
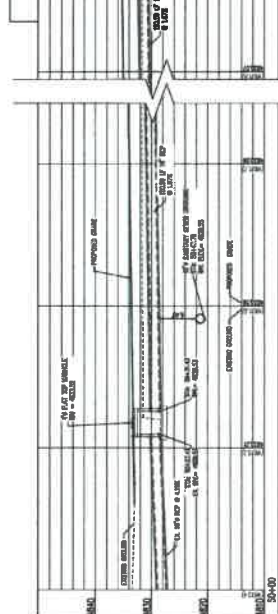
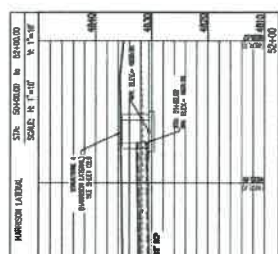
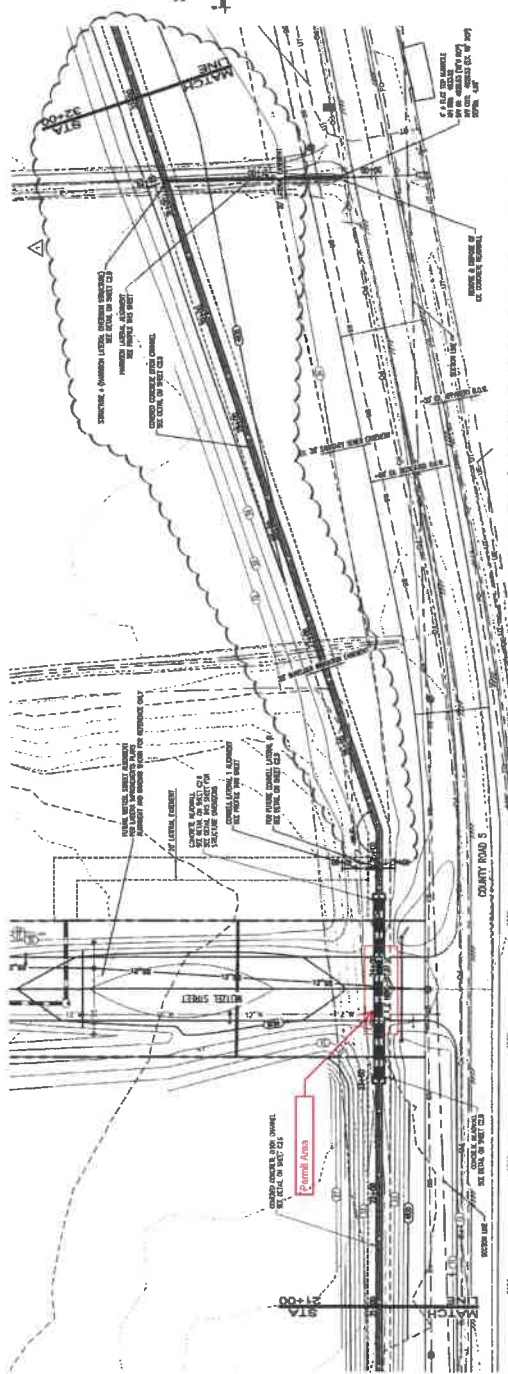
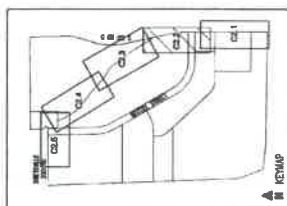
BOX ELDER DITCH UNDERGROUNDING
LADERA
MINNATH, CO

[illegible]

Project No.	01000000
Drawn By:	ALB
Checked By:	JMC
Date:	10/23/2002

IRRIGATION PLAN AND

C2.2



STRUCTURE DIMENSIONS

1

811
Know what's below.
Call before you dig.



THESE PLANS HAVE BEEN PREPARED BY ENGINEER GALLOWAY, INC. AND THE ENGINEER'S SEAL IS HEREBY AFFIXED TO THESE PLANS. THE ENGINEER'S SEAL IS AFFIXED TO THESE PLANS IN THE MANNER REQUIRED BY THE BOARD OF PROFESSIONAL ENGINEERS OF THE STATE OF COLORADO.

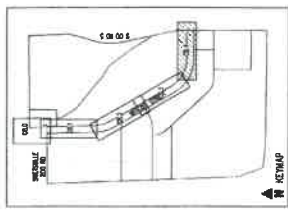


LADRA SUBDIVISION
FINAL ENGINEERING PLANS
TIMNATH, CO

#	Date	Issue / Description	PL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Project No.	08-0000-01
Client	CDOT
Contract No.	18-0000
Sheet	WEITZEL STREET PLAN AND PROFILE

C8.4



- LEGEND**
- PROPOSED CURB AND GUTTER
 - PROPOSED PAVEMENT
 - PROPOSED SIDEWALK
 - PROPOSED BIKEWAY
 - PROPOSED TRAIL
 - PROPOSED FENCE
 - PROPOSED LIGHTING
 - PROPOSED SIGNAGE
 - PROPOSED UTILITIES
 - PROPOSED DRAINAGE
 - PROPOSED EROSION CONTROL
 - PROPOSED LANDSCAPE
 - PROPOSED ART
 - PROPOSED OTHER



1. THE DESIGNER HAS REVIEWED THE RECORD PLANS AND FIELD SURVEY DATA FOR THE PROJECT AND HAS FOUND THEM TO BE ACCURATE AND COMPLETE. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS.
2. THE DESIGNER HAS REVIEWED THE RECORD PLANS AND FIELD SURVEY DATA FOR THE PROJECT AND HAS FOUND THEM TO BE ACCURATE AND COMPLETE. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS.
3. THE DESIGNER HAS REVIEWED THE RECORD PLANS AND FIELD SURVEY DATA FOR THE PROJECT AND HAS FOUND THEM TO BE ACCURATE AND COMPLETE. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS.
4. THE DESIGNER HAS REVIEWED THE RECORD PLANS AND FIELD SURVEY DATA FOR THE PROJECT AND HAS FOUND THEM TO BE ACCURATE AND COMPLETE. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS.
5. THE DESIGNER HAS REVIEWED THE RECORD PLANS AND FIELD SURVEY DATA FOR THE PROJECT AND HAS FOUND THEM TO BE ACCURATE AND COMPLETE. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS.
6. THE DESIGNER HAS REVIEWED THE RECORD PLANS AND FIELD SURVEY DATA FOR THE PROJECT AND HAS FOUND THEM TO BE ACCURATE AND COMPLETE. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS.
7. THE DESIGNER HAS REVIEWED THE RECORD PLANS AND FIELD SURVEY DATA FOR THE PROJECT AND HAS FOUND THEM TO BE ACCURATE AND COMPLETE. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS.
8. THE DESIGNER HAS REVIEWED THE RECORD PLANS AND FIELD SURVEY DATA FOR THE PROJECT AND HAS FOUND THEM TO BE ACCURATE AND COMPLETE. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS.
9. THE DESIGNER HAS REVIEWED THE RECORD PLANS AND FIELD SURVEY DATA FOR THE PROJECT AND HAS FOUND THEM TO BE ACCURATE AND COMPLETE. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS.
10. THE DESIGNER HAS REVIEWED THE RECORD PLANS AND FIELD SURVEY DATA FOR THE PROJECT AND HAS FOUND THEM TO BE ACCURATE AND COMPLETE. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA AND HAS NOT OBSERVED THE EXISTING CONDITIONS.

