

July 27, 2021

City of Castle Pines Attn: Mayor Tera Radloff, City Council, and City Manager Michael Penny 360 Village Square Lane, Suite B Castle Pines, CO 80108

Dear Mayor Tera Radloff, Castle Pines City Council, and City Manager Michael Penny:

We respectfully issue this letter as a follow-up to our district manager's May 7, 2021, **official notice of damages** letter to the city manager and director of public works (see attached).

For over a decade, the City's excess application of de-icing compounds on City streets, curbs, gutters, and medians — particularly those adjacent to the northern Monarch Boulevard — has rendered the soil and its microbiome in large segments of City-owned rights-of-way so severely compromised, the soil is incapable of supporting healthy, aesthetic stands of native xeric grasses, which the people of Castle Pines pay for, deserve, and expect, and which are part of approved landscape plans.

The City's de-icing practices have resulted in large stretches of aesthetically blighted rights-of-way that homeowners find intolerable, unsustainable, and unjustifiable. When constituents compare/contrast the beautiful rights-of-way in Highlands Ranch with many of our City's rights-of-way — particularly those adjacent to portions of northern Monarch Boulevard — they become understandably agitated.

City Manager Michael Penny has not substantively responded to our above-referenced letter. Therefore, to ensure you have seen it please review the attached letter, phase one map of severely damaged rights-of-way adjacent to Monarch Boulevard — along with a conservative \$435K cost estimate for CPNMD's proposed phase one remediation/restoration.

Per the License Agreement between the City and CPNMD, the City's \$435K phase one liability is indisputable. However, in the spirit of full disclosure, the *City's total financial liability extends beyond phase one* remediation/restoration *to include substantial damages on other less severely blighted rights-of-way.* We are in the process of documenting and assembling an inventory of the additional damages with the intent of issuing a second notice of damages letter to the City as soon as practicable.

Though concerned that the City continues ignoring our repeated requests to reform its costly aesthetic-compromising, snow-removal practices, consistent with our constituents' wishes, we have

arranged to restore the most severely blighted right-of-way segments adjacent to northern Monarch Boulevard (phase one) *this year*.

Equally as important, failure of the City's snow-removal contractors to adhere to best de-icing practices would constitute an unconscionable waste of \$435K in taxpayer dollars. Consequently, we again urge the City to reform its street de-icing practices and rigorously apply Douglas County's snow-removal standards to all City streets.

To accomplish the task in a timely fashion, we must excavate, remove, and replace the top twelve inches of contaminated soil and replant and protect the approved native grasses highlighted in the attached phase one map of severely damaged areas. Again, and only because damage costs are outside the scope of our License Agreement, before we can begin the phase one restoration project, we must first have your formal written consent that within sixty days of project completion the City will pay \$435K in phase one damage costs (less if actual damage costs are less).

We recognize the City has every right to refuse or reject our phase one remediation/restoration plan, but we believe doing so would further enrage our residents.

Therefore, in the interest of transparency and moving constructively forward, we must all distinguish between the \$145K (plus essential incidentals) CPNMD annually spends on City right-of-way and median maintenance, *which is not the issue*, and unpaid City *damages*, which *is* the issue.

In order for CPNMD to honor its commitment to our residents and the City, we ask that you please respond to this letter by no later than **Monday**, **August 12**, **2021**.

Respectfully submitted,

**David McEntire** 

President

Email: dmcentire@cpnmd.org

Cell/Text: (702) 303-8081

**Chuck Lowen** 

Director

Email: <a href="mailto:chuck@cpnmd.org">chuck@cpnmd.org</a>

houles S. Laver

Cell/Text: (303) 898-3056

CC: CPNMD Directors Robert Merritt, Denise Crew, and Christopher Lewis
CPNMD District Manager Jim Worley
CPNMD's Manager of Parks, Trails & Open Space, Craig Miller

CPNMD's Manager of Parks, Trails & Open Space, Craig Miller

City's Public Works Director, Larry Nimmo



Lab No.: 191114059-01

Date Rec: 11/14/19 Reported: 11/22/19 Report To: Ryan Webster

Company: Triton Environmental 5433 Newport St

Project:

Commerce City CO 80022

Sample ID: Sample #1 Test Area on Monarch

Laboratory Results:	Sample Result	LowHigh
Field Texture (EST)	Sandy Loam	
pH (units)	9.0	********
Salts (MMHOS/CM)	5.5	*********
CEC Est. (MEQ/100G)	7.3	*****
Lime (Qual.)	High	********
Organic Matter (%)	1.0	*******
Organic N (lbs/acre)	31.1	********
Sodium (meq/100g Soil)	12.88	*********
Available Nutrients (ppm)		
Nitrate Nitrogen	2.3	*
Phosphorus	3.4	***
Potassium	124.6	*********
Calcium	1040.8	*****
Magnesium	90.8	*****
Sulfur	19.8	********
Boron	3.3	*********
Zinc	7.9	*********
Iron	3.7	*********
Manganese	2.8	*********
Copper	1.0	********
Note: Average Values are for Colorado Soils		

### Fertilizer Recommendations

### General Landscape

Nitrogen: 130 lbs/Acre
Phosphorus - P2O5: 80 lbs/Acre
Potassium - K2O: 0 lbs/Acre
Sulfur SO4-S: 30 lbs/Acre
Lime: 0 lbs/Acre

\*To convert recommendations to lbs/1000 sq. ft. divide by 40.

### Comments

Split Nitrogen Recommendations 2 to 3 Times Throughout the Growing Season.

Yield Reduction Likely Due To High Salts.

Yield Reduction Likely Due to High pH.

Yield Reduction Likely Due to High Boron.

Soil Contains Excess Alkali.

3 to 4 Cubic Yards/ 1000 sq. ft. of Low Salt Compost May Be Beneficial.



Lab No.: 191114059-02

Date Rec: 11/14/19 Reported: 11/22/19 Report To: Ryan Webster

Company: Triton Environmental 5433 Newport St

Project:

Commerce City CO 80022

Sample ID: Control #2 West of Test Area on Monarch

aboratory Results:		
	Sample Result	LowHigh
Field Texture (EST)	Sandy Loam	
pH (units)	9.3	********
Salts (MMHOS/CM)	4.9	********
CEC Est. (MEQ/100G)	8.8	*****
Lime (Qual.)	High	********
Organic Matter (%)	1.8	**********
Organic N (lbs/acre)	53.8	***********
Sodium (meq/100g Soil)	15.83	*********
vailable Nutrients (ppm)		
Nitrate Nitrogen	2.1	*
Phosphorus	8.0	*****
Potassium	157.6	***********
Calcium	3267.8	***********
Magnesium	119.4	*****
Sulfur	20.7	*********
Boron	3.9	*********
Zinc	6.8	*********
Iron	5.5	********
Manganese	3.8	**********
Copper	1.4	**********

### Fertilizer Recommendations

### General Landscape

Nitrogen: 130 lbs/Acre
Phosphorus - P2O5: 80 lbs/Acre
Potassium - K2O: 0 lbs/Acre
Sulfur SO4-S: 20 lbs/Acre
Lime: 0 lbs/Acre

\*To convert recommendations to lbs/1000 sq. ft. divide by 40.

### Comments

Split Nitrogen Recommendations 2 to 3 Times Throughout the Growing Season.

Yield Reduction Likely Due To High Salts.

Yield Reduction Likely Due to High pH.

Yield Reduction Likely Due to High Boron.

Soil Contains Excess Alkali.

## **Chain of Custody Form**

~		PO No.	Sample Collector Phone: 303 -919-0154
ARF			Sample Collector: Kyan
		Email:	Email: Mand triton enviro .com
CAL Task No. 191114059	CA 19	Phone:	Phone: 303-919-0154
		City State Zip	City Commerce Lity State CO Zip 80022 City
oer nly)	Task Number (Lab Use Only)	Address:	Address: 5433 Newyort Street
		Contact Name:	Contact Name: Lyan Webster
		Company Name:	Company Name: Iriten Environmental Company Name:
ect Name / Number		Bill To Information (If different from report to). Pro	Report To Information

	<i>,</i> ;	
LABORATORIES, INC	Polo Polo	
TIES, INC		

Commerce City Lab
10411 Heinz Way
Commerce City CO 80640 Lakewood Service Center
12860 W. Cedar Dr, Suite 100A
Lakewood CO 80228

Phone: 303-659-2313

www.coloradolab.com

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Lab No.: 210511013-01

Date Rec: 5/11/21 Reported: 5/21/21 Report To: Raymond Sperger

**Company:** Ark Ecologoical Services 6560 Dover Street

Arvada CO 80004

Sample ID: W of Catarata - N Side of Monarch #1 Project: Monarch Roadside

Laboratory Results:	Comple Decult	Low Ave High
	Sample Result	LowHigh
5: 11 T ( (50T)		
Field Texture (EST)	Sandy Loam	
pH (units)	9.1	********
Salts (MMHOS/CM)	2.8	********
CEC Est. (MEQ/100G)	9.5	*****
Lime (Qual.)	High	********
Organic Matter (%)	2.1	*********
Organic N (lbs/acre)	63.9	*************
Sodium (meq/100g Soil)	7.92	*********
Available Nutrients (ppm)		
Nitrate Nitrogen	4.5	***
Phosphorus	29.7	**********
Potassium	233.8	*******
Calcium	3143.7	***********
Magnesium	119.8	******
Sulfur	14.1	*******
Boron	< 0.1	
Zinc	1.8	*************
Iron	3.9	***********
Manganese	1.6	***********
Copper	0.8	*******
Note: Average Values are for Colorado Soils		

### Fertilizer Recommendations

### General Landscape

Nitrogen: 130 lbs/Acre
Phosphorus - P2O5: 40 lbs/Acre
Potassium - K2O: 0 lbs/Acre
Sulfur SO4-S: 40 lbs/Acre
Lime: 0 lbs/Acre

\*To convert recommendations to lbs/1000 sq. ft. divide by 40.

Comments

Split Nitrogen Recommendations 2 to 3 Times Throughout the Growing Season.

Yield Reduction Likely Due to High pH.

Soil Contains Excess Alkali.

210511013



Lab No.: 210511013-02

Date Rec: 5/11/21 Reported: 5/21/21 Report To: Raymond Sperger

**Company:** Ark Ecologoical Services 6560 Dover Street

Arvada CO 80004

Sample ID: E Side of Monarch - N of Daniels Gate Rd #2 Project: Monarch Roadside

Laboratory Results:		
	Sample Result	LowHigh
Field Texture (EST)	Sandy Loam	
pH (units)	9.9	*********
Salts (MMHOS/CM)	0.7	******
CEC Est. (MEQ/100G)	6.2	*****
Lime (Qual.)	High	*********
Organic Matter (%)	0.5	****
Organic N (lbs/acre)	14.8	*****
Sodium (meq/100g Soil)	3.19	***********
Available Nutrients (ppm)		
Nitrate Nitrogen	2.3	*
Phosphorus	4.5	***
Potassium	75.2	******
Calcium	1022.7	*****
Magnesium	37.7	**
Sulfur	14.9	*******
Boron	< 0.1	
Zinc	0.7	******
Iron	2.5	********
Manganese	0.6	******
Copper	0.6	******
Note: Average Values are for Colorado Soils		

### Fertilizer Recommendations

### General Landscape

Nitrogen: 130 lbs/Acre
Phosphorus - P2O5: 80 lbs/Acre
Potassium - K2O: 0 lbs/Acre
Sulfur SO4-S: 40 lbs/Acre
Lime: 0 lbs/Acre

\*To convert recommendations to lbs/1000 sq. ft. divide by 40.

### Comments

Split Nitrogen Recommendations 2 to 3 Times Throughout the Growing Season.

Yield Reduction Likely Due to High pH.

Soil Contains Excess Alkali.

3 to 4 Cubic Yards/ 1000 sq. ft. of Low Salt Compost May Be Beneficial.

210511013



Lab No.: 210511013-03

Date Rec: 5/11/21 Reported: 5/21/21 Report To: Raymond Sperger

**Company:** Ark Ecologoical Services 6560 Dover Street

Arvada CO 80004

Sample ID: E Side of Monarch - S of Serena Dr #3 Project: Monarch Roadside

Laboratory Results:	Sample Result	LowHigh
Field Texture (EST)	Clay Loam	
pH (units)	9.2	********
Salts (MMHOS/CM)	2.9	********
CEC Est. (MEQ/100G)	22.0	*********
Lime (Qual.)	High	********
Organic Matter (%)	2.9	******
Organic N (lbs/acre)	86.6	*******
Sodium (meq/100g Soil)	13.61	*********
Available Nutrients (ppm)		
Nitrate Nitrogen	5.1	****
Phosphorus	21.4	*********
Potassium	229.4	******
Calcium	3329.2	**********
Magnesium	139.1	******
Sulfur	30.8	***********
Boron	0.2	
Zinc	1.0	********
Iron	3.7	***********
Manganese	1.1	**********
Copper	0.8	*******
Note: Average Values are for Colorado Soils		

### Fertilizer Recommendations

### General Landscape

Nitrogen: 120 lbs/Acre
Phosphorus - P2O5: 40 lbs/Acre
Potassium - K2O: 0 lbs/Acre
Sulfur SO4-S: 5 lbs/Acre
Lime: 0 lbs/Acre

\*To convert recommendations to lbs/1000 sq. ft. divide by 40.

### Comments

Split Nitrogen Recommendations 2 to 3 Times Throughout the Growing Season.

Yield Reduction Likely Due to High pH.

Soil Contains Excess Alkali.

210511013

### **Chain of Custody Form**

Report To Information	Bill To Information (If different from report to)	Project Name / Number
Company Name: Ark Ecological Services	Company Name:	Monarch Roaderde
Contact Name: Kay Sperger	Contact Name:	
Address: 6560 Pover St.	Address:	Task Number (Lab Use Only)
City Arrida State Co Zip Goog	City State Zip	
Phone: 720-224-8955	Phone:	CAL Task
Email: erspergere quail.com	Email:	210511013
Sample Collector: Ray Sperger  Sample Collector Phone: / Same as above)	PO No.:	<b>JAK</b>



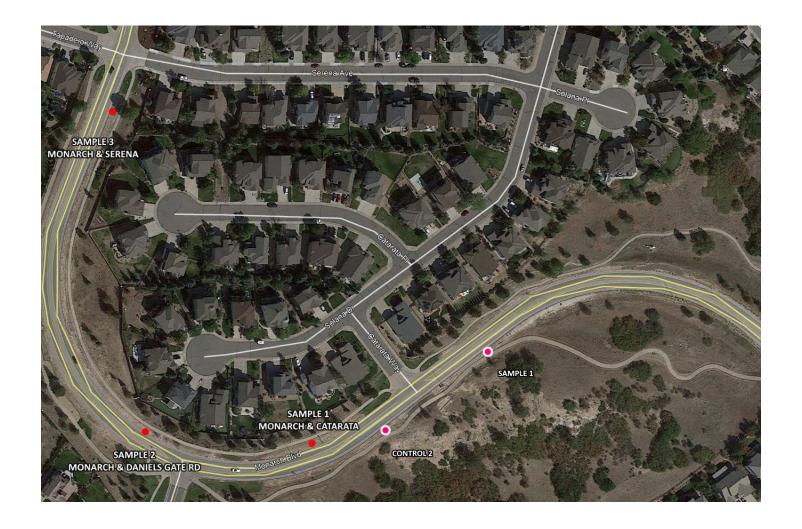
Commerce City Lab 10411 Heinz Way Commerce City CO 80640

<u>Lakewood Service Center</u> 12860 W. Cedar Dr, Suite 100A Lakewood CO 80228

Phone: 303-659-2313

www.coloradolab.com

Sample Matrix (Select One Only)   Soil   Drinking Water   Sludge   Surface Water   Surface Water   Sample ID   Sample ID   Sample ID   State   Sample ID   State   State   State   Sample ID   State   State   State   Sample ID   State   S	
Sample Matrix (Select One Only)  Waste Water  Drinking Water  Drinking Water	
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Ground Water Sludge Sludge	
Waste Water Soil Formal Soil Formal Drinking Water	
Date Time Sample ID 2 550 T	
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5/7/21 9:05 W. of Catarata, N Side of Manuch #1 1 X 5/7/21 9:10 E. side of Monarch, N. of Pannels Gate Rd #2 1 X 5/7/21 9:15 E. side of Monarch, S. of Sevena Pr. #3 1 X	
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### Combined map of 2019 and 2021 soil sample locations.

- The three plain red dots on the left signify 2019 soil sample locations.
- The two red dots encapsulated in the white circles on the right signify 2021 soil sample locations.



City of Castle Pines Attn: City Manager Michael Penny 360 Village Square Lane, Suite B Castle Pines, CO 80108

May 7, 2021

Dear Mr. Penny:

Consistent with the provisions of the attached License Agreement between the City of Castle Pines (City) and the Castle Pines North Metro District (CPNMD), this communication constitutes CPNMD's **official notice of damages** to the City.

The City's excess application of deicing compounds on City streets, curbs, gutters, and medians, particularly on Monarch Boulevard and Castle Pines Parkway, combined with the City's failure to adhere to best snow-removal practices, has contaminated the soil along vast stretches of street-adjacent rights-of-way with extremely high levels of salt, pH, Boron, and alkali.

Please see the attached phase 1 map of severely damaged right-of-way areas adjacent to Monarch Boulevard and the attached preliminary cost estimate.

Also, please see the attached soil report we previously shared with the City's public works director following the completion of a soil analysis we commissioned in November 2019. We recently commissioned a new soil analysis from an outside, independent, professional lab, and expect updated soil-test results this month.

As a direct result of the City's snow-removal practices, the soil and associated microbiome on the above-referenced stretches of City-owned rights-of-way are so severely compromised they are incapable of supporting healthy, aesthetic stands of native xeric grasses, which the people of Castle Pines pay for, deserve, and expect, and that are part of our License Agreement with the City and approved landscape plans.

As the City is well aware, damage costs are outside the scope of CPNMD's regular maintenance of CPNMD's improvements atop City-owned property.

Consistent with CPNMD's service and stewardship responsibilities, as well as our constituents' wishes, we are arranging to restore all areas highlighted in the attached phase 1 map of severely damaged areas adjacent to Monarch Boulevard this year.

CPNMD's in-house professional horticulturists, Craig Miller and David Anderson, all five directors, our constituents, and I are deeply frustrated, and have been for years, that the City continues to ignore our repeated requests that the City substantially improve its costly, aesthetic-compromising, snow-removal practices. Consequently, we have no responsible choice but to:

- 1) Excavate, remove, and replace a *minimum* of the top twelve inches of contaminated soil highlighted in the attached phase 1 map of severely damaged areas; and
- 2) Again, respectfully ask the City to rigorously apply Douglas County's snow-removal standards to City streets.

Because September/October is typically the optimal timeframe for establishing native seed not under irrigation, consistent with the terms and conditions of our License Agreement with the City, CPNMD will jumpstart the right-of-way restoration project as soon as practicable and as best practices dictate.

To confirm receipt of this notice, and the City's intent to cover all damage-repair costs, please respond via email this month and let me know when and how the City intends to cover the cost and make CPNMD whole.

Sincerely,

Jim Worley

District Manager

Castle Pines North Metro District

7404 Yorkshire Drive

Castle Pines, CO 80108

Phone: (303) 688-8550

Email: jworley@cpnmd.org

CC: CPNMD Board of Directors

Craig Miller, CPNMD's Manager of Parks, Trails & Open Space

Larry Nimmo, City's Public Works Director

### LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and executed this 19 day of 2009, between THE CITY OF CASTLE PINES NORTH, COLORADO, a Colorado statutory city, whose address is 558 Castle Pines Parkway, Unit B4-208, Castle Rock, CO 80108 ("Licensor") and CASTLE PINES NORTH METROPOLITAN DISTRICT, a Colorado special district and political subdivision whose address is 7404 Yorkshire Drive, Castle Rock, Colorado 80108 ("Licensee").

- 1. The City, as Licensor, hereby grants a non-exclusive license to the Licensee, subject to the provisions and conditions hereof, for use of the City owned rights-of-way and medians, shown on the attached **EXHIBIT A** (the "Property"), for the purpose of installing, constructing or maintaining improvements or facilities thereon.
- a. "Improvements or Facilities" as used herein shall include any and all improvements, structures or facilities installed and maintained on the Property (collectively, the "Improvements") by Licensee, either under the terms of this License Agreement or under the terms of the License Agreement between the District as Licensee and Douglas County, Colorado as Licensor, which latter License Agreement was in effect prior to the date of incorporation of Licensor.
- b. New Improvements shall be installed only according to Licensee's Four-Year Landscape Master Plan and shall include median landscaping, such as installation of planting beds, trees, turf, decorative mulch and rock, and on-going maintenance and irrigation thereof; and installation and maintenance of sidewalks, including snow removal, except when such sidewalks are otherwise controlled and maintained by a home owners' association. Maintenance activities may occur on any portion of the Property.
- c. This License is subject to all easements and rights-of-way of record and is subordinate thereto. The Improvements installed and maintained by Licensee on the Property shall be owned and maintained by Licensee.
- 2. Licensee agrees to pay for all charges for water, electric power and other utilities assessed, levied or incurred on the Property associated with the Improvements during the term of this License Agreement or any renewal thereof.
- 3. During the terms of this License Agreement, Licensee agrees not to make or permit to be made any alterations in or additions to the Property, other than those identified in paragraph 4 of this Agreement, without the prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed. Licensee additionally covenants and agrees to keep the Property and all Improvements thereon in good repair at the sole expense of the Licensee; to keep the Property free from litter, dirt, debris and obstruction; to keep the Property free and clear of all liens and encrumbrances; and to surrender and deliver the Property in good order and condition upon the expiration or termination of this License Agreement, ordinary wear and tear and loss by fire, flood or Act of God excepted.

- a. Licensor and its employees, agents or independent contractors may inspect the Property and any Improvements thereon at any time and from time to time to verify Licensee's compliance with the terms of this License Agreement.
- b. In the event Licensor enters the Property to make emergency repairs in order to protect the integrity of the Property or for other health and safety reasons, Licensor shall charge all costs incurred to the Licensee, and Licensee shall promptly pay such costs no later than thirty (30) days from the date of invoice or written notice from the Licensor. When possible, the notice and opportunity to cure provisions of paragraph (c), below, shall apply.
- c. Licensor shall not undertake any routine repair or maintenance for which a demand for reimbursement will be made under this Agreement unless Licensee has first been given written notice and an opportunity to cure. Following receipt of written notice, Licensee shall be given fifteen (15) days within which to respond to Licensor's request for repair or maintenance. However, it is within the sole discretion of the Licensee to determine whether repairs or maintenance of facilities can be accomplished due to budget constraints. If repair or maintenance cannot be accomplished by Licensee, Licensor may, with Licensee's consent, and at Licensor's sole expense, complete such repairs or maintenance. Alternatively, the parties shall work to develop a schedule for repairs and maintenance that is acceptable to both parties.
- 4. Licensee covenants and agrees that it shall utilize the Property for construction and ongoing maintenance of the Improvements, in its sole discretion and as its budget allows, in accordance with Licensee's Four-Year Landscape Master Plan, a comprehensive planning document developed and approved with participation of Licensor, and for no other purpose and not to use the Property or permit it to be used for purposes prohibited by the applicable laws, rules and regulations of the United States, State of Colorado or Licensor.
- a. This Agreement is expressly limited to the construction and ongoing maintenance of any new Improvements that are within the scope of Licensee's Four-Year Landscape Master Plan, which shall be implemented in four, one-year phases, in Licensee's sole discretion and as its budget allows.
- b. Phase I Improvements are set forth in **EXHIBIT B**, which is attached hereto and incorporated herein. Licensee shall annually provide Licensor with a similar list for each additional phase of Licensee's Four-Year Landscape Master Plan at least thirty (30) days prior to commencement of such annual phase, and this Agreement is expressly limited to construction and ongoing maintenance of Improvements so identified.
- c. All construction and ongoing maintenance shall be permitted only in accordance with applicable City codes and ordinances (including right-of-way permits). If Licensee in the course of exercising its rights hereunder damages any facilities or

Property of Licensor, Licensee shall promptly notify the Licensor of such damage and promptly repair said facilities or Property to the Licensor's reasonable satisfaction.

- 5. Licensor and its duly authorized employees or agents have the right to enter upon the Property at any time for any purpose, provided such entry and/or activities do not unreasonably interfere with the lawful operation of the Improvements constructed, maintained and operated by Licensee.
- 6. Licensor shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Property (including, but not limited to, loss, injury, death or damage resulting from ice, water, rain, snow, gas, electric wires, fire, theft, burst pipes or plumbing failures) during the term of this License or any renewal thereof, whether such loss, injury, death, or damage accrues or is discovered before or after termination of this License Agreement. The Licensee hereby expressly agrees to defend, indemnify and hold harmless the Licensee, its officers, agents, employee and insurers, to the extent authorized by law, against liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of Licensee's use and occupancy of the Property or Licensee's failure to fulfill the terms and conditions of this License Agreement; provided, however, that nothing set forth herein shall be deemed or shall constitute a waiver by Licensee of any of the terms and protections afforded it as a governmental entity under the Colorado Governmental Immunity Act as the same now exists or may be hereafter modified or amended; and provided further that nothing set forth herein shall provide or constitute a waiver of liability in favor of Licensor as to any acts of negligence, and any damages suffered by any person or entity as a result thereof, committed by or attributable to Licensor or its employees or agents.
- 7. This License Agreement shall continue in full force and effect unless and until terminated in accordance with the following provisions:
- a. The License may be terminated by the Licensee or Licensor upon sixty (60) days prior written notice to either party. Such termination, however, shall not impair Licensee's ability to utilize easements or rights-of-way previously granted to it.
- b. If Licensee shall be in default of any of the provision hereof, subject to the notice provision above, Licensor may terminate the interest of Licensee or of any other person or persons occupying the Property, and expel, remove or put out such person or persons, using such force as may be necessary in so doing, and the Property may be utilized by Licensor at Licensor's discretion.
- c. Licensor further retains the right to immediately terminate this License Agreement upon a finding by the City Council of the Licensor that an immediate threat to the health and safety of the City's residents exist; provided, however, that in the case of such immediate termination, Licensor shall provide immediate written notice of such

finding to Licensee and shall permit Licensee not less than twenty-four (24) hours in which to stop work and remove equipment.

- 8. Licensor licenses the Property to Licensee in its present condition, as is, without warranty or representation.
- 9. It is expressly understood that this License Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in the Property to Licensee. This License Agreement is not exclusive and Licensor specifically reserves the right to grant other rights of entry in regard to the Property as long as the same do not unreasonably interfere with the rights granted to Licensee herein.
- 10. Nothing set forth herein shall be deemed or shall constitute a waiver by Licensor of any of the terms and protections afforded it as a governmental entity under the Colorado Governmental Immunity Act as the same now exists or may be hereafter modified or amended
- 11. Any written notice required under this Agreement shall be provided by regular U.S. Mail, postage pre-paid, as follows:

To the Licensor:
City of Castle Pines North
City Manager
558 Castle Pines Parkway
Unit B4-208
Castle Rock, CO 80108

To the Licensee:
Jim McGrady, District Manager
7404 Yorkshire Drive
Castle Rock, CO 80108

- 12. Venue for judicial resolution of any dispute between the parties shall be vested solely in the courts in and for the County of Douglas, State of Colorado.
- 13. This License Agreement may not be assigned by either party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld if the assignee is capable of performing the duties and responsibilities of the assigning party.
- 14. This License Agreement has been ratified and approved by the City Council of the City of Castle Pines North and the Board of Directors of the Castle Pines North Metropolitan District, and it may be amended only upon action by both of said governing bodies approving any such amendment.

Dated this day and date first above set forth.

CITY OF CASTLE PINES NORTH, LICENSOR

Approved as to Form:

By: Approved as to Form:

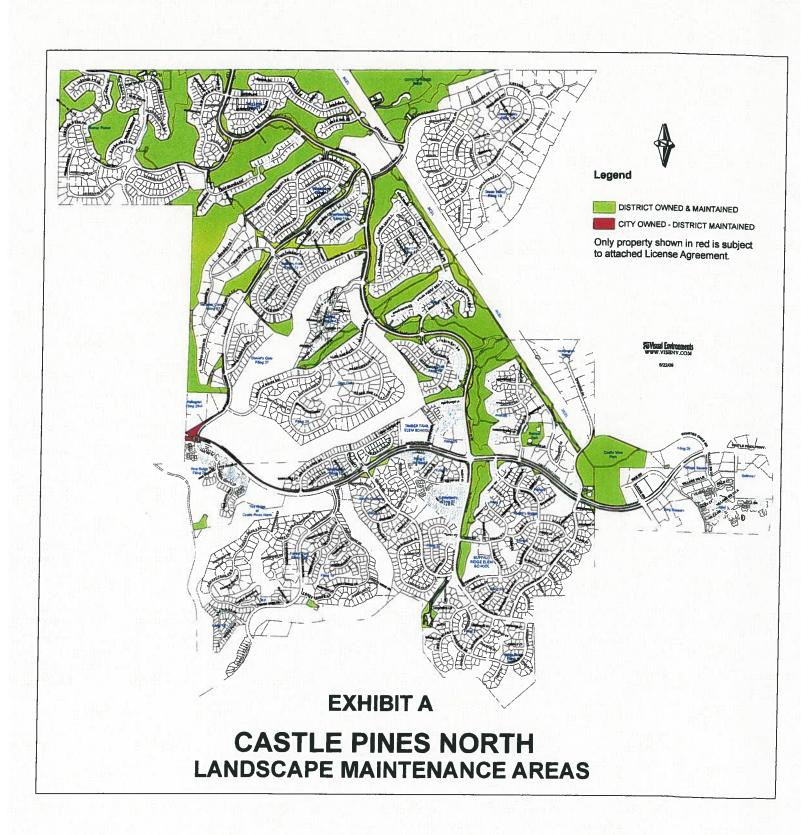
City Attorney's Office

**CASTLE PINES NORTH** METROPOLITAN DISTRICT, a Colorado special district LICENSEE

Manager

Assistant Manager

### EXHIBIT A MAP OF PROPERTY DESCRIPTION



### EXHIBIT B PHASE 1 LANDSCAPING IMPROVEMENTS

EXHIBIT B

### 2009 LANDSCAPE MASTERPLAN PROJECT

**East Entry**; install a new irrigation system, replace much of the existing sod and shrub bed with: 81 Boulders (Colorado Green Moss)

8 Trees

94 Juniper Shrubs (5 Gal.)

134 Shrubs (5 Gal.)

1020 Grasses (1 Gal.)

513 Perennial Shrubs (1 Gal.)

416 Annual Flowers (4" pots.)

North Entry: install a new irrigation system, replace much of the existing sod and shrub bed with: 75 Boulders (Colorado Green Moss)

19 Trees

64 Juniper Shrubs (5 Gal.)

123 Shrubs (5 Gal.)

537 Grasses (1 Gal.)

374 Perennial Shrubs (1 Gal.)

455 Annual Flowers (4" pots)

**Roundabout**: install new irrigation system with:

38 Boulders (Colorado Green Moss)

12 Boulders (Rounded River Granite)

5 Trees

16 Juniper Shrubs (5 Gal.)

11 Shrubs (5 Gal.)

151 Grasses (1 Gal.)

50 Perennial Shrubs (1 Gal.)

495 Annual Flowers (4" pots)

### **Demonstration Garden**: install new irrigation system with:

44 Boulders (Colorado Green Moss)

62 Boulders (Rounded River Granite)

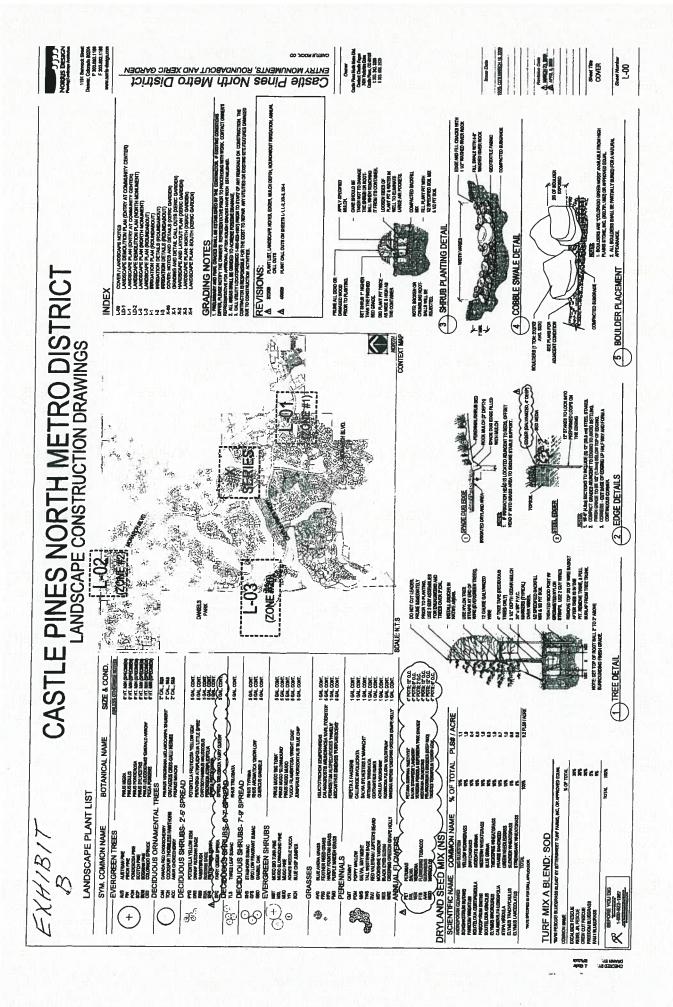
19 Trees

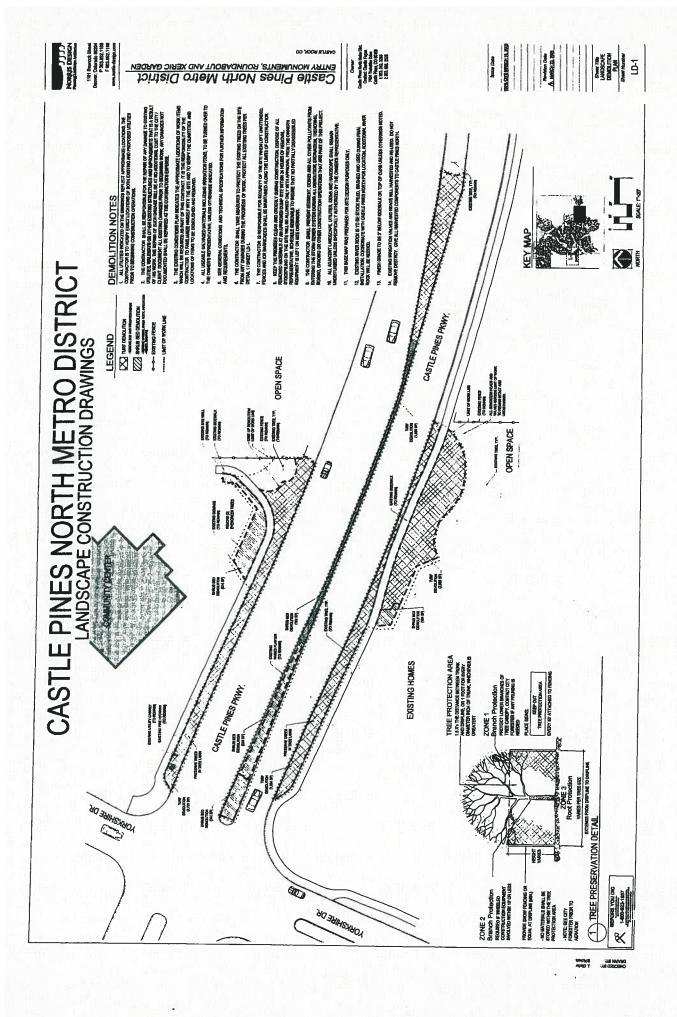
26 Juniper Shrubs (5 Gal.)

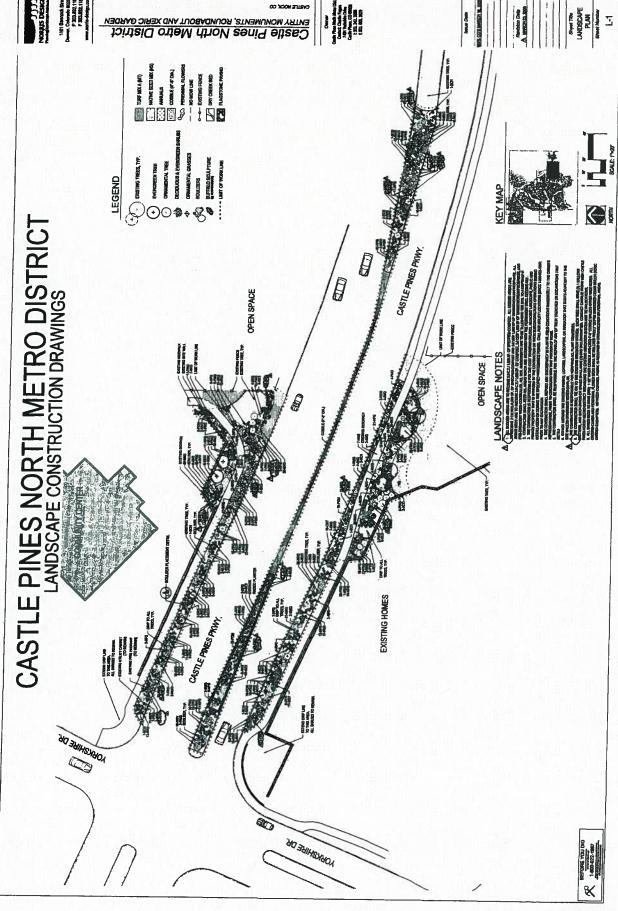
153 Shrubs (5 Gal.)

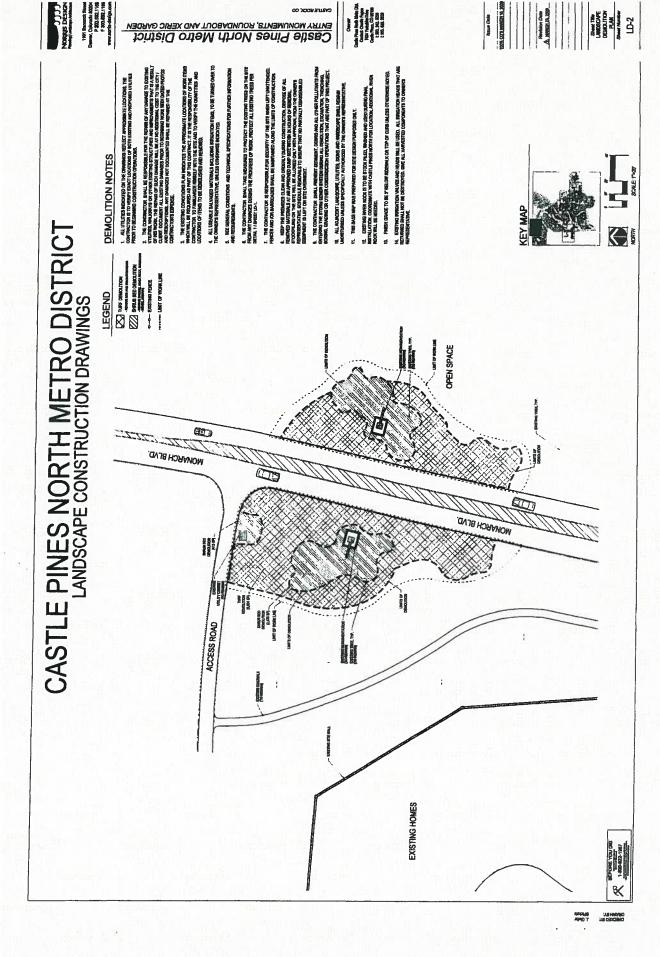
837 Grasses (1 Gal.)

895 Perennial Shrubs (1 Gal.)

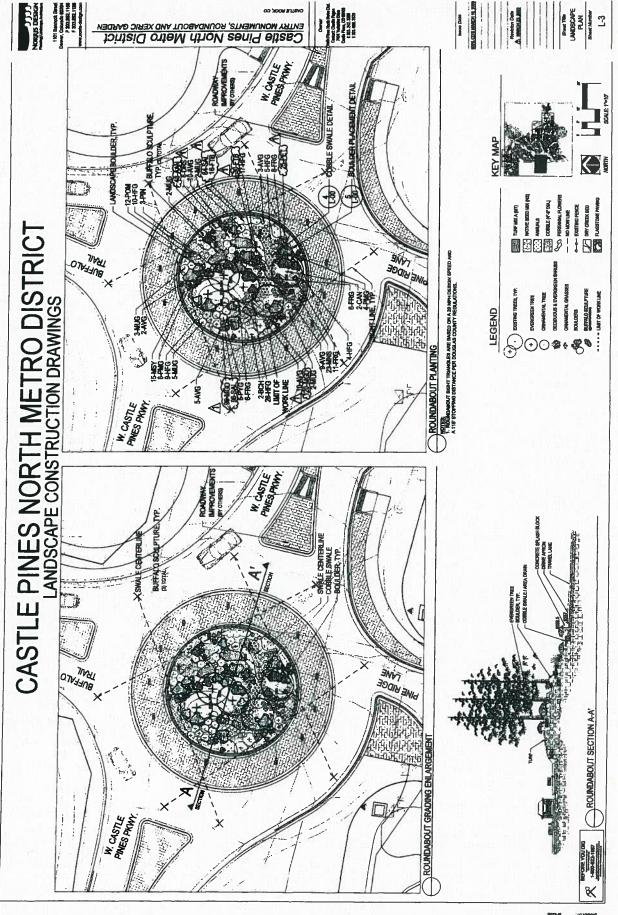


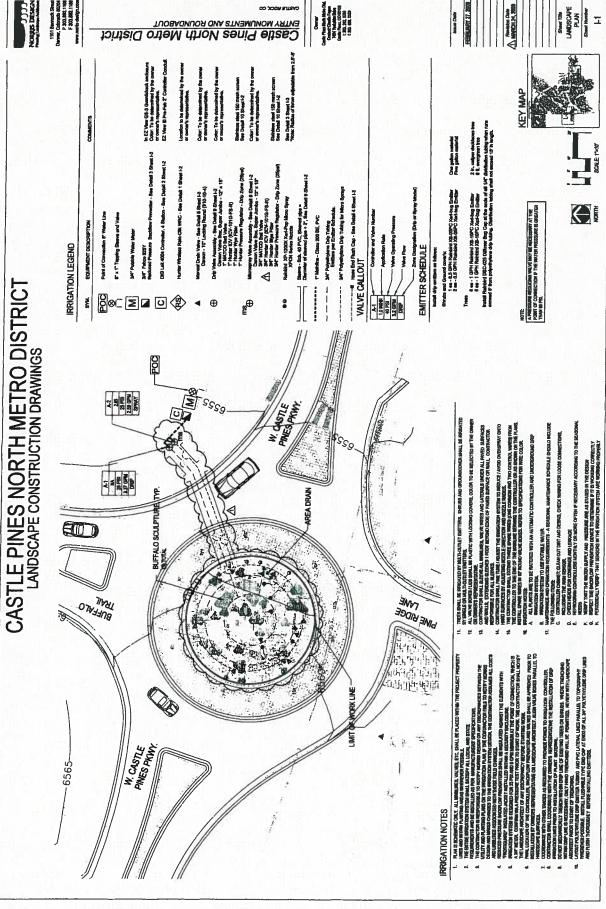


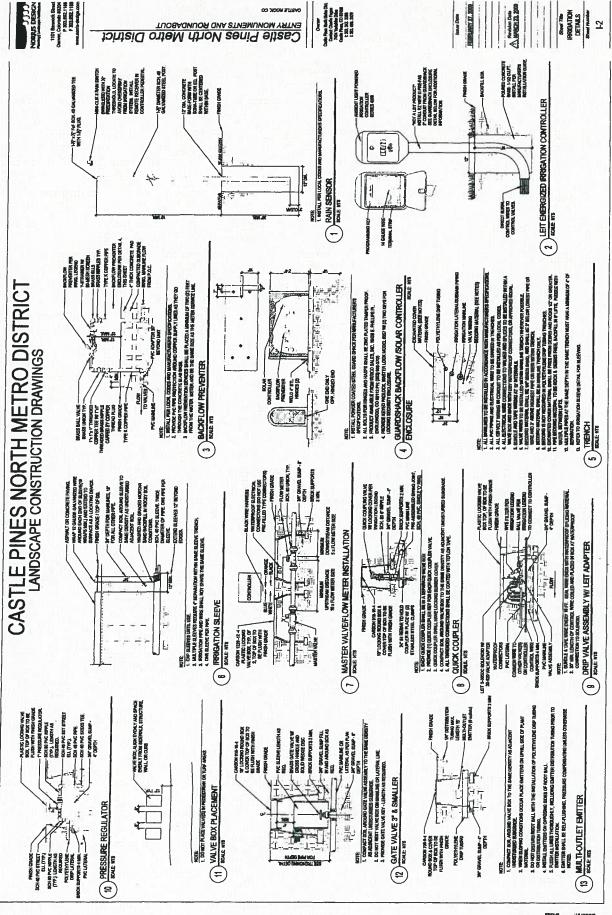




### Second Sec Castle Pines North Metro District ENTRY MONUMENTS, ROUNDABOUT AND XERIC GARDEN LEGEND A SE CASTLE PINES NORTH METRO DISTRICT LANDSCAPE CONSTRUCTION DRAWINGS ACCESS ROAD **EXISTING HOMES**







# CASTLE PINES NORTH METRO DISTRICT LANDSCAPE CONSTRUCTION DRAWINGS

Castle Pines North Metro District Entra Mountains Roundaben Senic Garden Contra Mountains Contra Mountains Contra Mountains Castle Carden Castle Cast

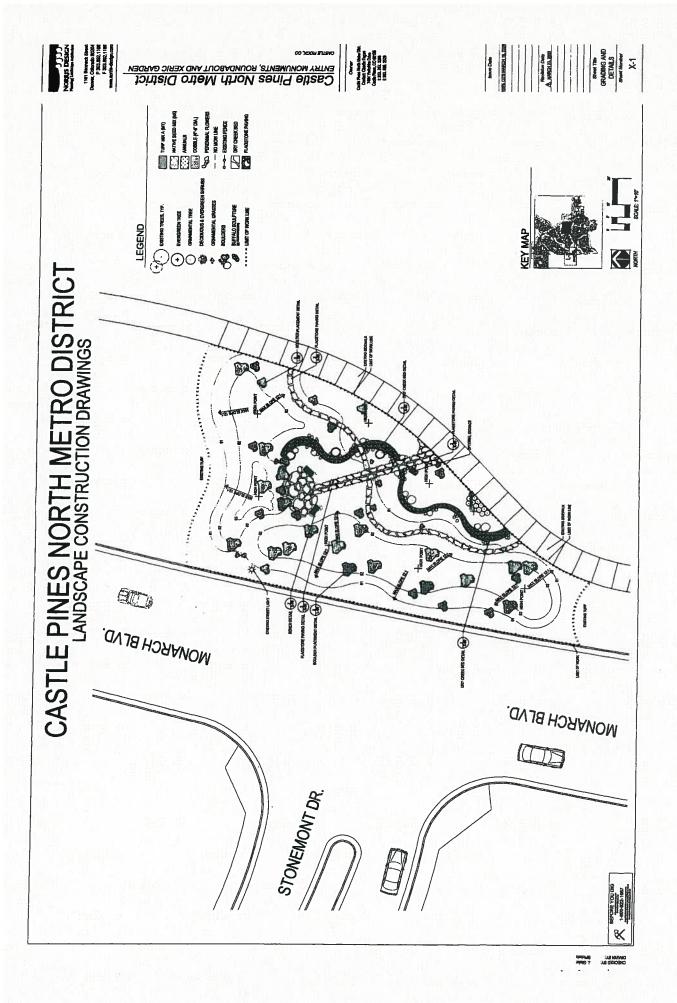
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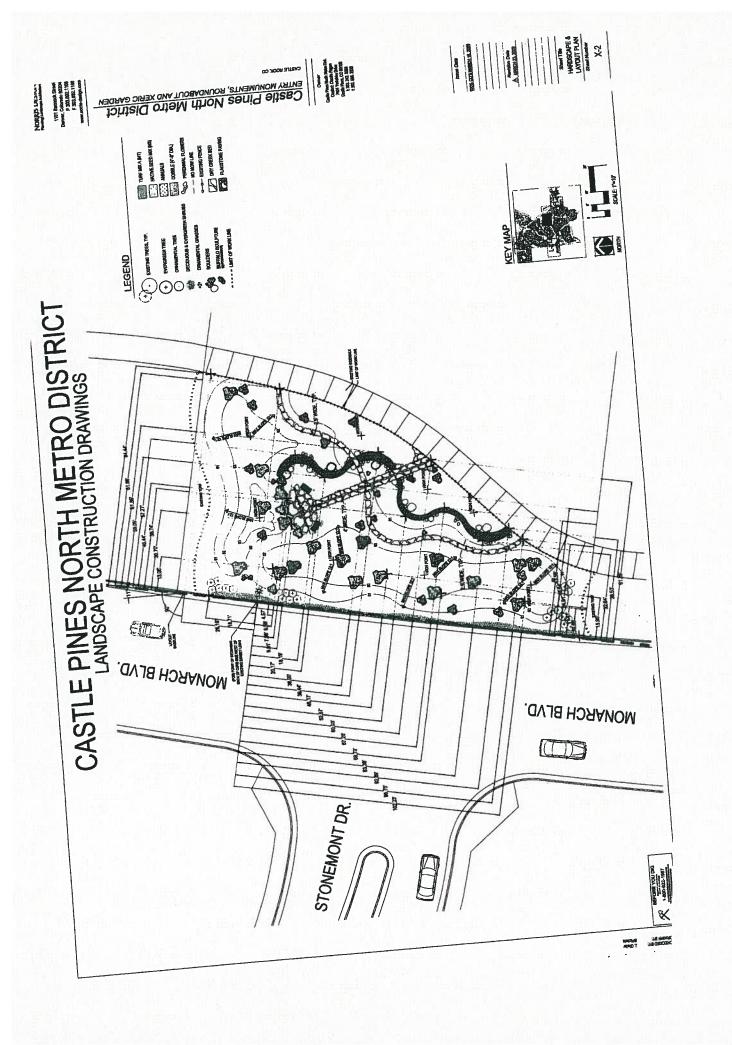
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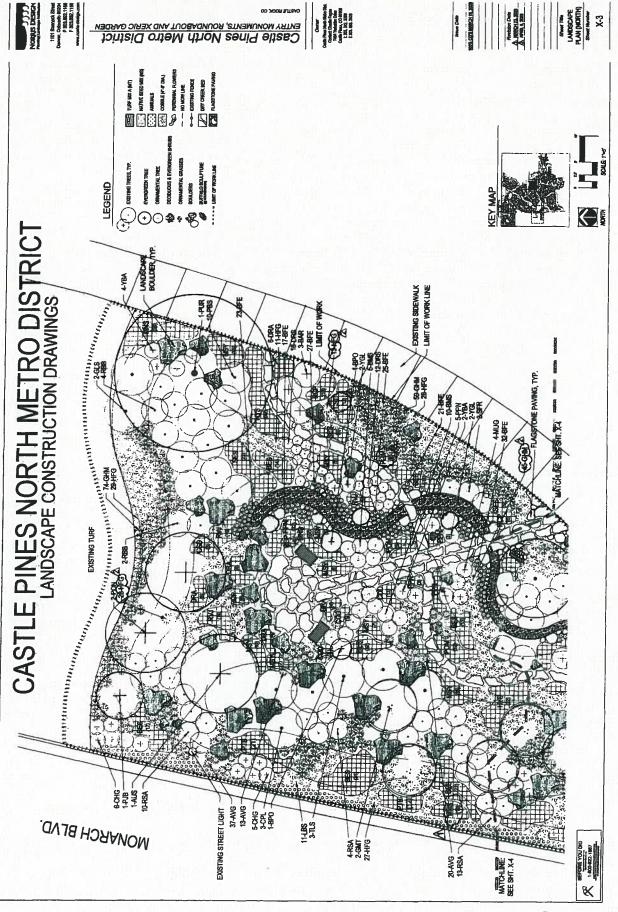
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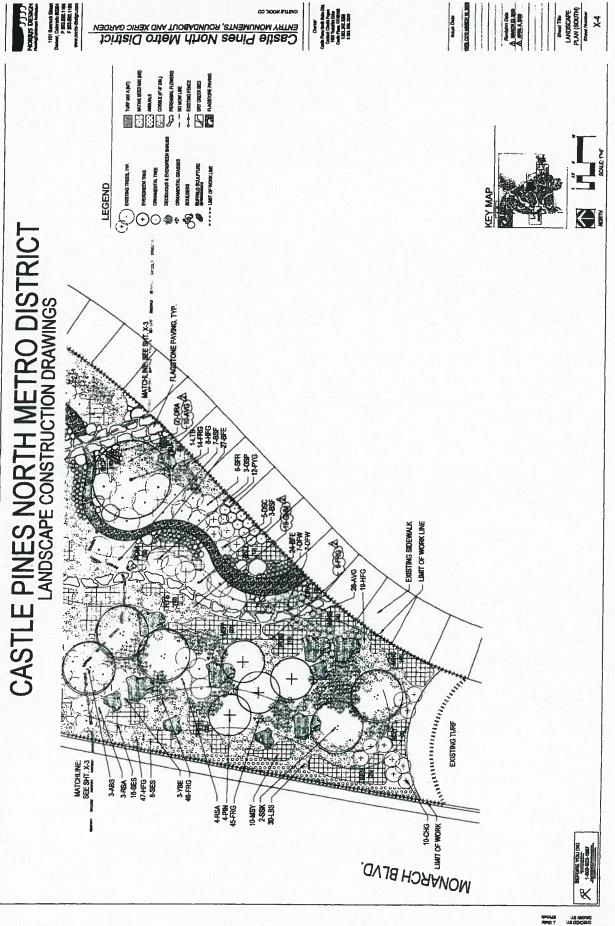
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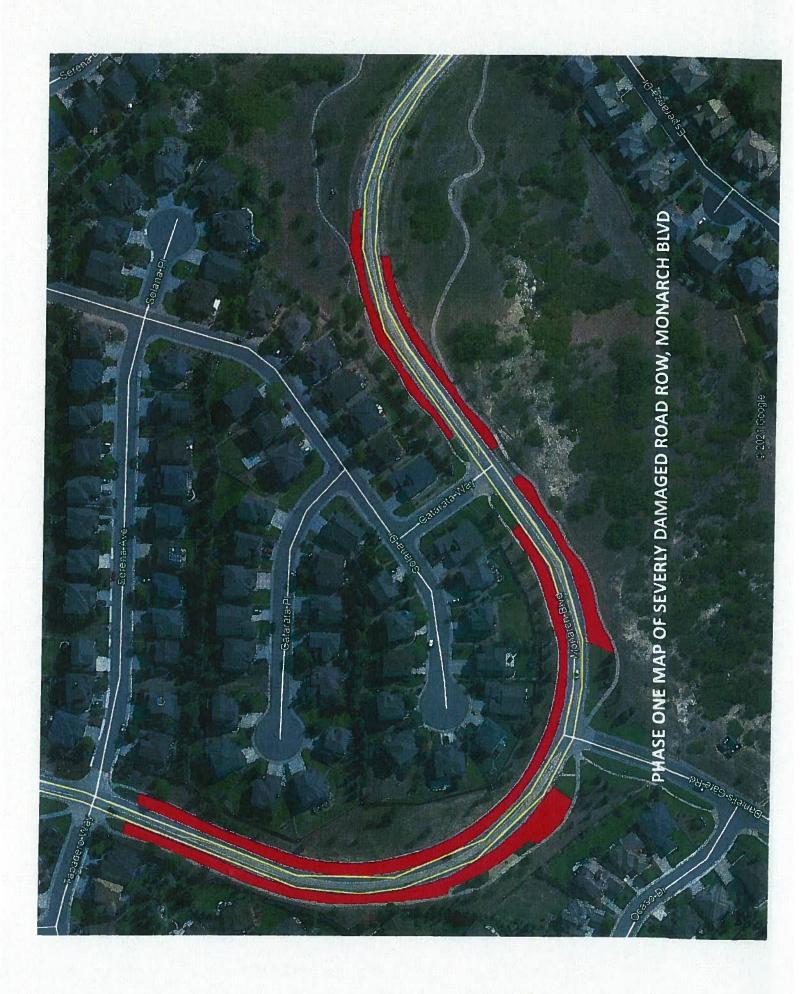
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# MONARCH BLVD SOIL REMOVE/REPLACE/RESEED PHASE ONE COST ESTIAMTE

The following table includes the roadside rights-of-way that are in the worst condition in Castle Pines North.

This is not a complete inventory of damage that needs to be addressed.

The cost/sq. ft. includes removal of contaminated soil, replacement with screened amended topsoil, reseeding with a native seed blend and installation of erosion control blanket. End result of project will conform with the license agreement and originally approved plans.

TOTAL COST	\$435,124.99
COST/SQ FT	\$8.41
SQ. FT.	51,739

Pricing valid through December 31, 2021

Seeding to be done in Fall (October) to take advantage of winter and spring moisture. Germination year one should be adequate, (weather dependent).

Full growth will be realized year 2 and 3.



# **Soil Nutrient Laboratory Report**

Lab No.: 191114059-01 Date Rec: 11/14/19 Reported: 11/22/19 Report To: Ryan Webster

Company: Triton Environmental 5433 Newport St

Commerce City CO 80022

Sample ID: Sample #1 Test Area on Monarch

Project:

aboratory Results:	Sample Result	LowAveHigh
Field Texture (EST)	Sandy Loam	
pH (units)	9.0	***********
Salts (MMHOS/CM)	5.5	***********
CEC Est. (MEQ/100G)	7.3	******
Lime (Qual.)	High	*************
Organic Matter (%)	1.0	*******
Organic N (Ibs/acre)	31.1	******
Sodium (meq/100g Soil)	12.88	************
allable Nutrients (ppm)		
Nitrate Nitrogen	2.3	
Phosphorus	3.4	***
Potassium	124.6	*********
Calcium	1040.8	*****
Magnesium	90.8	*****
Sulfur	19.8	******
Boron	3.3	**********
Zinc	7.9	************
Iron	3.7	********
Manganese	2.8	**********
Copper	1.0	**********
ote: Average Values are for Colorado Soils		

### Fertilizer Recommendations

### General Landscape

Nitrogen:

130 lbs/Acre

Phosphorus - P2O5:

80 lbs/Acre

Potassium - K2O:

0 lbs/Acre

Sulfur SO4-S:

30 lbs/Acre

Lime:

0 lbs/Acre

\*To convert recommendations to lbs/1000 sq. ft. divide by 40.

### Comments

Split Nitrogen Recommendations 2 to 3 Times Throughout the Growing Season.

Yield Reduction Likely Due To High Salts.

Yield Reduction Likely Due to High pH.

Yield Reduction Likely Due to High Boron.

Soil Contains Excess Alkali.

3 to 4 Cubic Yards/ 1000 sq. ft. of Low Salt Compost May Be Beneficial.



# **Soil Nutrient Laboratory Report**

Lab No.: 191114059-02 Date Rec: 11/14/19 Reported: 11/22/19 Report To: Ryan Webster

Company: Triton Environmental 5433 Newport St

Commerce City CO 80022

Sample ID: Control #2 West of Test Area on Monarch

Project:

poratory Results:	Sample Result	LowHigh
		Carpana Anni Maria Angasta an Anni Maria Angas
Field Texture (EST)	Sandy Loam	
pH (units)	9.3	**********
Salts (MMHOS/CM)	4.9	***********
CEC Est. (MEQ/100G)	8.8	*****
Lime (Qual.)	High	***********
Organic Matter (%)	1.8	***********
Organic N (lbs/acre)	53.8	*****
Sodium (meq/100g Soil)	15.83	*************
ilable Nutrients (ppm)		
Nitrate Nitrogen	2.1	
Phosphorus	8.0	****
Potassium	157.6	******
Calcium	3267.8	******
Magnesium	119.4	******
Sulfur	20.7	******
Boron	3.9	**********
Zinc	6.8	******
Iron	5.5	*******
Manganese	3.8	***********
	1.4	********

### Fertilizer Recommendations

### General Landscape

Nitrogen: Phosphorus - P2O5: 130 lbs/Acre 80 lbs/Acre

Potassium - K2O:

0 lbs/Acre

Sulfur SO4-S:

20 lbs/Acre

....

0 lbs/Acre

\*To convert recommendations to lbs/1000 sq. ft. divide by 40.

### Comments

Split Nitrogen Recommendations 2 to 3 Times Throughout the Growing Season.

Yield Reduction Likely Due To High Salts.

Yield Reduction Likely Due to High pH.

Yield Reduction Likely Due to High Boron.

Soil Contains Excess Alkali.

# Chain of Custody Form

	PO No.:	Sample Collector Phone: 303 -919-0154
Age		Sample Collector: Ryan
	Email:	Email: Mane triton enviro . com
CAL Task No.	Phone:	Phone: 303-919-0154
	City State Zip	CityCommerceCity State CO Zip 80022_ City
Task Number (Lab Use Only)	Address:	Address: 433 Newport Street
	Contact Name:	Contact Name: Lyan Webster
E. Olectivanie Villimber over	Company Name:	Company Name: Iritan Environmenta

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Color
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9 <del>2</del> 0

Lakewood Service Center
12860 W. Cedar Dr, Suite 100A
Lakewood CO 80228 Commerce City Lab
10411 Heinz Way
Commerce City CO 80640

Phone: 303-659-2313

www.coloradolab.com

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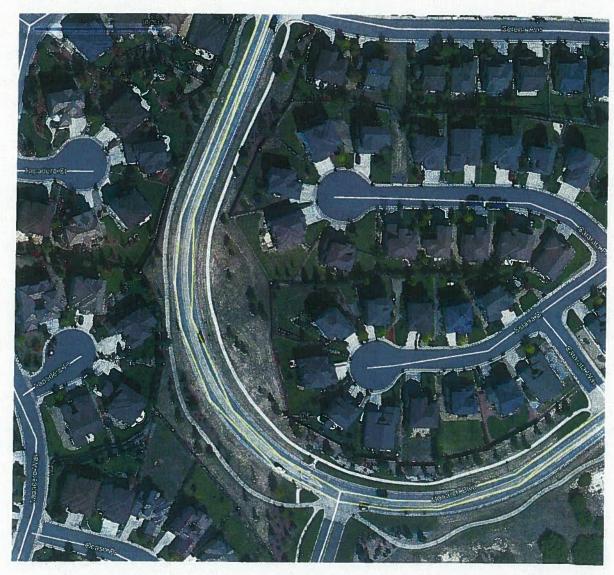
# MONARCH BLVD HISTORY 6/2010 TO 9/2020



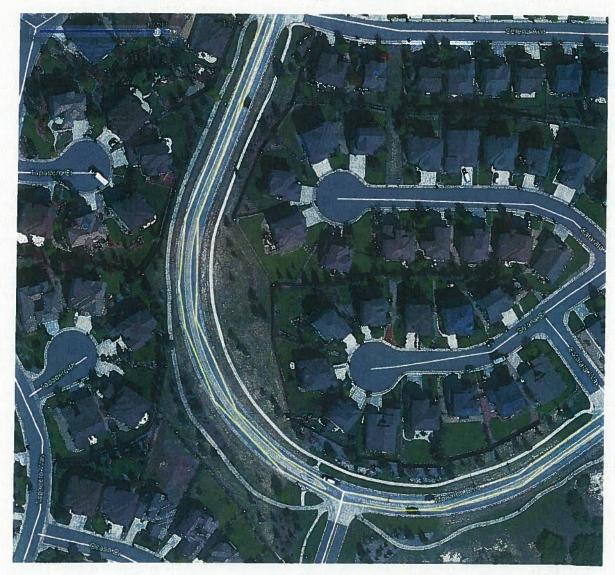
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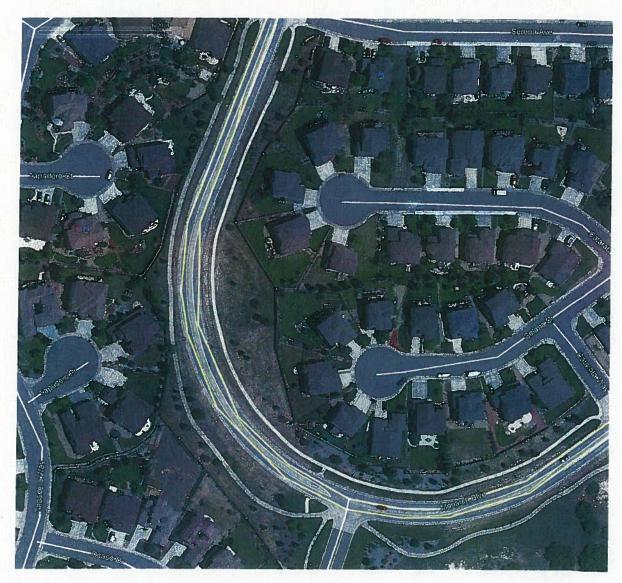
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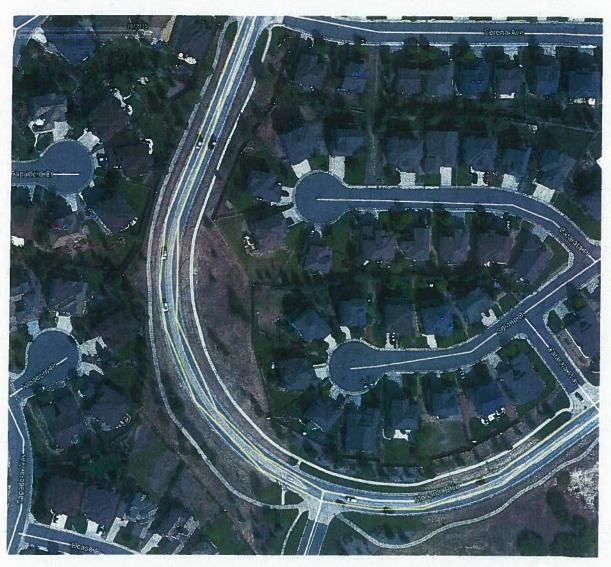
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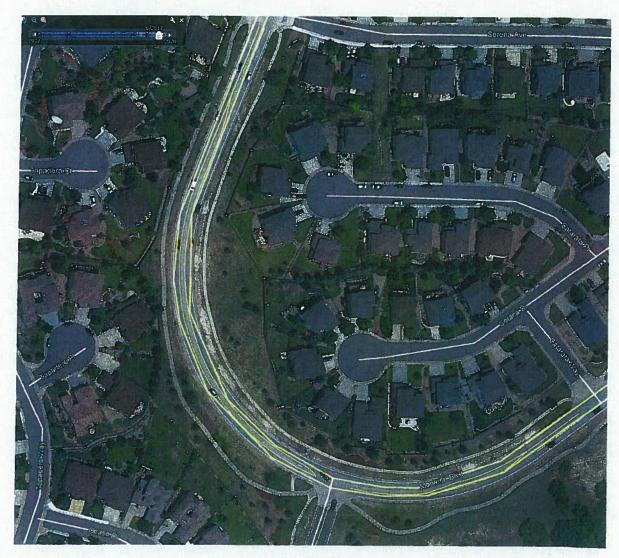
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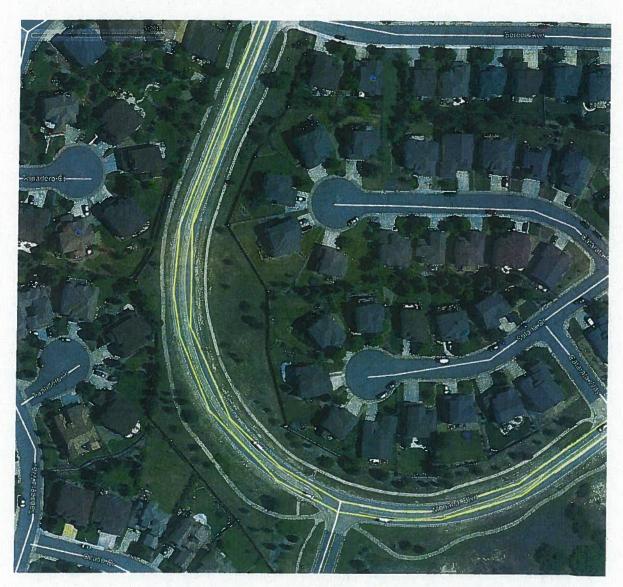
6/2/2014



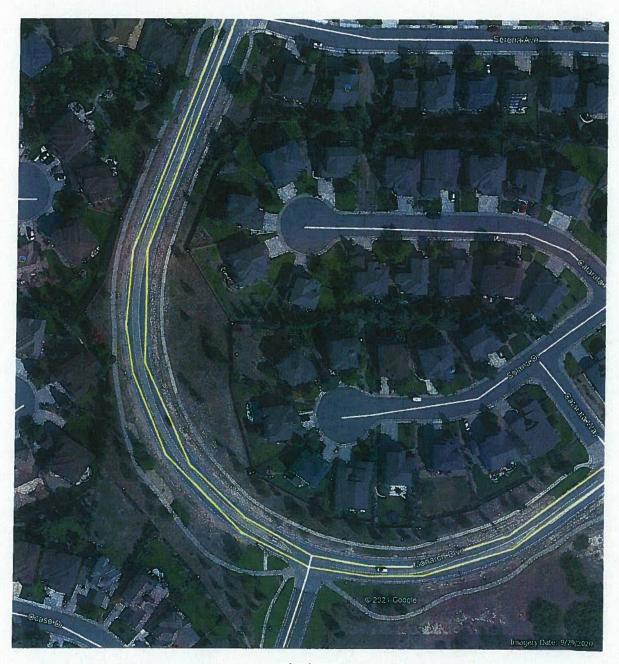
10/9/2015



6/9/2017



5/31/2018



9/29/2020