

RESOLUTION NO. 61  
Series of 1998

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ASPEN, COLORADO DEPARTMENT OF TRANSPORTATION AND THE FEDERAL HIGHWAY ADMINISTRATION REGARDING THE ENTRANCE OF ASPEN FINAL ENVIRONMENTAL IMPACT STATEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a Memorandum of Understanding between the City of Aspen, the Colorado Department of Transportation, and the Federal Highway Administration regarding the Entrance to Aspen Final Environmental Impact Statement a copy of which is annexed hereto and made a part thereof.

NOW, WHEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO:

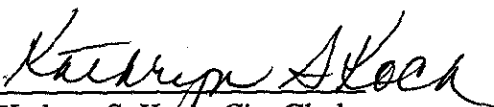
Section One

That the City Council of the City of Aspen hereby approves the Memorandum of Understanding between the City of Aspen, the Colorado Department of Transportation, and the Federal Highway Administration regarding the Entrance to Aspen Final Environmental Impact Statement, a copy which is annexed hereto and incorporated herein, and does hereby authorize the City Manager of the City of Aspen to execute said memorandum of understanding on behalf of the City of Aspen.

Dated: July 28, 1998.

  
John S. Bennett, Mayor

I, Kathryn S. Koch, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held July 27, 1998.

  
Kathryn S. Koch, City Clerk

JULY 27, 1998

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COLORADO DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

AND

THE CITY OF ASPEN

FOR

THE ENTRANCE TO ASPEN

## I. PURPOSE

The purpose of this Memorandum of Understanding is to express and memorialize the understandings and agreements of the parties regarding the matters set forth herein and to advance the planning and construction of the State Highway 82 Entrance to Aspen. The parties desire to clear the way for early design, Right-of-Way acquisition, and construction on certain components of the project as soon as the Record of Decision is signed, including those components listed in the section entitled Project Sequencing. The parties further desire to recite and memorialize their mutual understandings concerning the projects and associated mitigation proposals in order to address requirements of Section 4(f) of the Department of Transportation Act of 1966, as amended, and the Federal Aid Highway Act of 1968, and to preserve and protect municipally-owned parklands, open space, recreation areas, wetlands, and designated historic sites and structures. The parties, without intending to waive any powers of eminent domain which either may possess under the laws and Constitution of the State of Colorado, acknowledge prior commitments made by the Colorado Department of Transportation to the City of Aspen that no solution for State Highway 82 Entrance to Aspen shall proceed which is not acceptable to the City, and the parties understand and hereby recognize that the City of Aspen is precluded by the terms of its Home Rule Charter from conveying or changing the use of real property acquired for open space purposes without first obtaining the approval of a majority of the electors of the City of Aspen voting thereon. Accordingly, no term, condition, or provision of this Memorandum of Understanding shall be interpreted or construed so as to be in conflict with the language of ballot question 2A approved by the electorate of the City of Aspen at its November 5, 1996, election which authorized the City Council "to use or convey to the State of Colorado Department of Transportation, necessary rights of way across City owned property for a two lane parkway and a corridor for a light rail transit system."

## II. PARTIES

The parties to this Memorandum are:

The City of Aspen, Colorado ("City");  
The Colorado Department of Transportation ("CDOT"); and  
The Federal Highway Administration ("FHWA").

Although not a party to this agreement, Pitkin County, Colorado, ("County") will be involved in this project. A separate memorandum of agreement addresses specific issues associated with Pitkin County.

## III. MITIGATION PLAN

Mitigation measures fall into three categories: 1) Section 4(f) Resources; 2) Historic Properties; and 3) Other Impacted Resources. Prior to commencement of construction of the two-lane parkway with a corridor for a light rail transit system, and subject to the

provisions of III.A.4.i, below, CDOT shall replace the open space and public recreation land taken with CDOT owned property at the former Mills Ranch located at the intersection of State Highway 82 and Brush Creek Road and with vacated Right-of-Way from existing State Highway 82 between Maroon Creek intersection and 7th and Main Streets. CDOT shall convey the vacated State Highway 82 Right-of-Way by quitclaim deed to the City. CDOT shall convey the replacement property from Mills Ranch as public open space by quitclaim deed to the City and County, each to hold an undivided interest in the property.

Prior to conveying the portion of the Mills Ranch as replacement land to the City and County, CDOT shall create a transportation easement over the Mills Ranch for a future bridge across the Roaring Fork River. Such future bridge use shall be agreed to by the City, County, and CDOT. In the event that such a bridge is determined by CDOT, the City and the County, not to be necessary, CDOT shall remove the easement. Appended hereto as Exhibit "A" are a map and legal description that depict the area of the Mills Ranch to be conveyed to the City and County. Except as provided hereinafter, the portion of the Mills Ranch to be conveyed by CDOT shall be subject to restrictions on the sale or change in use provided in City of Aspen Municipal Charter, Article XIII, Section 13.4, or Pitkin County Home Rule Charter Article XIII, Section 13.5.3, as applicable. The aforementioned restriction shall neither be applicable to exchanges between the City and County nor to any portion of the Mills Ranch, identified by the City and County prior to the transfer of title to the Mills Ranch, that is to be used for an affordable housing project; provided that the City or County dedicate and restrict as open space an equivalent amount and value of land in the vicinity of the Mills Ranch which shall be subject to such charter restrictions.

The parties acknowledge that the value of the replacement property is equal to or greater than the value of the property taken. The parties further acknowledge that the actual amount of land to be taken can not be determined until after final design and engineering is completed for the project. Prior to the conveyance of any property to the City, CDOT shall cause to be prepared a title commitment for the property. The City shall not unreasonably object to exceptions in the title commitment.

#### A. Section 4(f) Resources

There are four City-owned parcels of Section 4(f) resources impacted by the transportation project and construction of the new Maroon Creek Bridge and Castle Creek Bridge. These are:

- The Aspen Trail System
- The Zoline Ranch Open Space.
- The Aspen City Golf Course / Plum Tree Playing Field.
- The Marolt-Thomas Open Space.

The City agrees to provide permanent and temporary easements, as described herein, at no cost to CDOT for completion of the transportation improvements. CDOT agrees to

mitigate all impacts to the Section 4(f) resources listed above in the following manner.

1. Aspen Trail System

a. CDOT shall relocate, re-grade and re-pave all trails that are disturbed or impacted by the widening and/or realignment of State Highway 82. New trail segments shall be relocated at or near their present locations and the connections shall be constructed in accordance with the Aspen/Pitkin County Trail System. The relocation and re-paving of all trails shall be made in accordance to standards adopted by the City for its trail system.

b. CDOT shall relocate the existing paved trail adjacent to the Plum Tree Playing Field to provide a continuous trail.

c. CDOT shall reconstruct impacted portions of the paved trail on the north side of the new State Highway 82 alignment extending from the new Maroon Creek Bridge to the Maroon Creek/Castle Creek Road intersection. The new trail shall be constructed prior to the construction of State Highway 82 so as to facilitate uninterrupted pedestrian/bicycle travel along the transportation corridor. During the period of construction of the new Maroon Creek Bridge, trail users shall be routed around the construction site on existing trails.

d. CDOT shall construct an additional paved pedestrian underpass under State Highway 82 at or near the roundabout at the Maroon Creek intersection and shall prepare design and engineering reports for the construction of a paved pedestrian underpass under State Highway 82 at or near the driveway entrance to the Aspen Golf Course/Truscott Place.

e. Appended hereto as Exhibit B is a map indicating the location of all trails that will require relocation. The exact location of all trails to be relocated shall be approved by the City's Parks Department before any construction commences that requires a trail or portion of a trail to be relocated.

2. Zoline Ranch Open Space

a. CDOT shall not utilize more than 1.5 acres of the Zoline Ranch Open Space.

b. CDOT shall constrain all construction activities to the temporary and permanent easements as provided by the City.

c. CDOT shall limit roadway shoulder widths to 10 feet.

3. Aspen City Golf Course / Plum Tree Playing Field (excluding Maroon Creek Basin)

a. CDOT shall not utilize more than 1.2 acres from the Aspen City Golf Course / Plum Tree Playing Field (excluding the Maroon Creek Basin). The part of the properties

that are impacted are underdeveloped and are not used for any recreational purposes at this time. An additional 0.5 acres is needed from the Maroon Creek Basin, which was considered part of the Golf Course in the FEIS. This results in a total impact to the Golf Course of 1.7 acres. The 0.5 acres is reported separately in the Maroon Creek Basin section of this Memorandum.

b. CDOT shall construct the new Maroon Creek Bridge to include a suspended pedestrian / bike access. CDOT shall work with the City's Parks Department to design the best method for mitigating the need for an east-side abutment to avoid impacts to the playing field. Title to the suspended walkway shall be conveyed to the City by a bill of sale. The suspended walkway shall be maintained in perpetuity by the City of Aspen.

4. Marolt-Thomas Open Space (excluding Castle Creek Drainage Area)

a. CDOT shall utilize no more than 4.6 acres for the realignment and widening of the State Highway 82 transportation corridor through the Marolt-Thomas parcel (excluding the Castle Creek Drainage Area). An additional 0.8 acres is needed from the Castle Creek Drainage Area, which was considered part of the Marolt-Thomas Property in the FEIS. This results in a total impact to the Marolt-Thomas Property of 5.4 acres. The 0.8 acres is reported in the Castle Creek Drainage Area section later in this memorandum.

b. CDOT shall convey by quitclaim deed to the City all its right, title and interest in the existing State Highway 82 Right-of-Way between the Maroon Creek and Cemetery Lane intersections consisting of approximately 1 acre once State Highway 82 is relocated to the new corridor alignment across the Marolt-Thomas open space parcel. Appended hereto as Exhibit C is a map depicting the land area to be conveyed to the City.

c. CDOT shall be allowed to cross existing trails on the Marolt-Thomas Open Space to access Castle Creek Bridge in the case of an emergency.

d. CDOT shall provide grading and landscaping to continue the open space over the cut and cover tunnel, thereby returning 1.5 acres of open space.

e. CDOT shall remove all pavement for those sections of the existing State Highway 82 conveyed to the City and shall re-grade and re-vegetate such areas.

f. CDOT shall reconfigure and reconstruct the Cemetery Lane/ State Highway 82 intersection so as to realign Cemetery Lane for direct access to Hallam Street.

g. CDOT shall provide adequate vegetative screening between State Highway 82 and pedestrian paths.

h. The City shall grant to CDOT the temporary and permanent easements described below for construction upon and use of the Marolt-Thomas open space for a two lane parkway and corridor for a light rail transit system. CDOT shall constrain all construction activities and uses to the temporary and permanent easements as provided by the City.

- (1). A temporary construction easement not to exceed 200 feet in width.
- (2). A permanent easement for a platform width for a two-lane parkway, median strips, and corridor for a light rail transit system which shall not exceed 93.5 feet in width from Maroon Creek Road to 7th and Main Street, excluding the Cut and Cover tunnel which shall not exceed 78.5 feet in width and the Castle Creek Bridge which shall not exceed 73 feet in width.

(3). A permanent Right-of-Way width to accommodate the platform, construction slopes, utilities, drainage, structures, pedestrian needs, and maintenance needs as determined necessary by CDOT provided the maximum Right-of-Way width not exceed 130 feet from Maroon Creek Road to 7th and Main Street, excluding the Cut and Cover tunnel which shall not exceed 200 feet in width, and the Castle Creek Bridge which shall not exceed 90 feet in width.

i. CDOT shall provide for uninterrupted temporary and permanent access to the Marolt residence, the Marolt Historic Barn, and the Marolt storage shed during and after construction of the new transportation system. Access routes shall be approved by the City prior to, during, and after construction.

j. CDOT shall avoid the existing hang-gliding and para-sailing landing zone during construction.

k. CDOT shall work cooperatively with the City and RFTA to design an interim solution to the 8th Street transfers prior to the construction of the Maroon Creek intersection roundabout or the abandonment of the existing SH82 roadway between Cemetery Lane to the Maroon Creek Intersection.

#### B. Historic Properties

There are two historic properties within the City limits that are impacted by the transportation project and construction of the new Maroon Creek Bridge and Castle Creek Bridge. These are:

- Existing Maroon Creek Bridge
- Holden Smelting and Milling Complex

The City agrees to provide permanent and temporary easements at no cost to CDOT for completion of the transportation improvements. CDOT agrees to mitigate all impacts to the historic properties listed above in the following manner.

##### 1. Existing Maroon Creek Bridge

a. CDOT shall retain title, ownership and maintenance responsibility for the existing Maroon Creek Bridge until the Light Rail Transit component is completed.

b. CDOT shall convert the existing Maroon Creek Bridge to a light rail structure corridor as part of the light rail construction. At the completion of this construction, title to this bridge shall be conveyed by a bill of sale to the City. The maintenance of the light rail bridge shall be the responsibility of the entity operating the light rail system and be maintained as a historic resource in perpetuity. Prior to conveying the bridge to the City, CDOT shall certify that the bridge load ratings are in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Manual for Condition Evaluation of Bridges, current edition, and the CDOT Bridge Rating Manual, current edition, and that the sufficiency rating is in accordance with FHWA Recording and Coding Guide for Structure Inventory and Appraisal of the Nation's Bridges, 1998. CDOT shall inspect, appraise and rate the bridge as part of the regular CDOT bridge inspection schedule for a period of twenty-five years. In the event the bridge requires load posting or the sufficiency rating is below fifty in any given year within the twenty-five year period, CDOT shall make whatever corrective repairs are necessary to remove the load posting and/or bring the sufficiency rating to fifty or above.

c. CDOT shall at all times prior to the completion and placement into regular use of the new Maroon Creek Bridge, maintain the existing Maroon Creek Bridge in conformance with all safety, structural and maintenance standards so that it can remain in full unrestricted use for vehicle traffic and then converted to a light rail structure.

## 2. Holden Smelting and Milling Complex

a. CDOT shall avoid the boundary of the Holden Smelting and Milling Complex. The boundary shall be staked in the field prior to the commencement of construction activities and the location of the stakes shall be verified by the City.

## C. Other Impacted Areas

### 1. Maroon Creek Basin

a. Including the area under the bridge, the new Right-of-Way required for the new bridge shall not exceed 0.5 acres. Within this 0.5 acres, no more than .1 acres shall be used for the placement of the piers for the new Maroon Creek Bridge.

b. The temporary easement needed from the Maroon Creek Basin for construction of the bridge piers will be no more than 1.1 acres.

c. The temporary impact to wetlands within the Maroon Creek Basin for construction of the bridge piers will be no more than .2 acres.

d. The permanent highway easement width across the drainage area shall not exceed 90 feet.

e. CDOT shall only utilize those temporary and permanent easements as granted by the City to access the construction site, construct the new bridge and rehabilitate the

existing bridge.

f. CDOT shall only utilize those temporary and permanent easements as granted by the City for inspection and repair of the bridges subsequent to their construction and rehabilitation.

g. All trails and/or trail easements utilized for construction or construction access to the new bridge shall be fully restored, and currently paved trails shall be re-paved upon completion of the project.

h. CDOT shall provide, to the extent possible, wetland mitigation onsite for all the wetlands impacted by the construction placement and rehabilitation of the bridge piers, and such wetlands mitigation shall be provided either within existing CDOT Right-of-Way or permanent easements granted by the City. All mitigation measures must be reviewed and agreed to by the City, the Army Corps of Engineers, and the Colorado Division of Wildlife.

## 2. Castle Creek Drainage Area

a. Including the area under the bridge, the Right-of-Way required for the new bridge that is also part of the Marolt-Thomas property shall not exceed 0.8 acres. Within this 0.8 acres, no more than .1 acres shall be used for the placement of the piers for the new Castle Creek Bridge.

b. The temporary easement needed from the Castle Creek Basin for construction of the bridge piers will be no more than 0.8 acres.

c. The temporary impact to wetlands within the Castle Creek drainage area for construction activity shall be no more than 0 acres.

d. The permanent transportation corridor easement width across the drainage area shall not exceed 90 feet.

e. CDOT shall only utilize those temporary and permanent easements as granted by the City to access the construction site and construct the new bridge.

f. CDOT shall only utilize those temporary and permanent easements as granted by the City for inspection and repair of the new bridge subsequent to its construction.

g. All trails and/or trail easements utilized for construction or construction access to the new bridge shall be fully restored, and currently paved trails shall be repaved upon completion of the new bridge.

h. CDOT shall provide wetland mitigation onsite for all the wetlands impacted by the construction and placement of the bridge, piers, and such wetlands mitigation shall be provided either within existing CDOT Right-of-Way or permanent easements granted by

the City. All mitigation measures must be reviewed and agreed to by the City, the Army Corps of Engineers, and the Colorado Division of Wildlife.

IV. Summary of Open Space and Public Recreation Land Replacement

Parcel	Permanent Easement	Returned Acreage	Replacement Acreage
Zoline	1.5 acres		1.5 acres
Aspen Golf / Plum Tree Field	1.2 acres		1.2 acres
Maroon Creek Basin	0.5 acres		0.5 acres
Marolt-Thomas Open Space	4.6 acres	2.5 acres	2.1 acres
Castle Creek Basin	0.8 acres		0.8 acres
<b>Totals:</b>	<b>8.6 acres</b>	<b>2.5 acres</b>	<b>6.1 acres</b>

V. Existing Roadway from Cemetery Lane to 7th and Main Streets

After construction of the project segment from the Maroon/Castle Creek intersection to 7th and Main, CDOT shall grant to the City by quitclaim deed the Right-of-Way from Cemetery Lane to 7th and Main Street. Prior to conveying the Castle Creek Bridge to the City, CDOT shall certify that the bridge load ratings are in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Manual for Condition Evaluation of Bridges, current edition, and the CDOT Bridge Rating Manual, current edition, and that the sufficiency rating is in accordance with FHWA Recording and Coding Guide for Structure Inventory and Appraisal of the Nation's Bridges, 1998. CDOT shall inspect, appraise and rate the bridge as part of the regular CDOT bridge inspection schedule for a period of twenty-five years. In the event the bridge requires load posting or the sufficiency rating is below fifty in any given year within the twenty-five year period, CDOT shall make whatever corrective repairs are necessary to remove the load posting and/or bring the sufficiency rating to fifty or above. Following this twenty-five year period, the City shall maintain the existing Castle Creek Bridge and roadway from Cemetery Lane to 7th and Main in conformance with all safety, structural and maintenance standards applicable to the bridge and roadway so that it shall remain in full and unrestricted use for vehicular and pedestrian traffic.

VI. Median Widths

1. CDOT shall install landscaped medians in the new transportation corridor extending from the east end of the Maroon Creek Bridge to the west end of the new cut and cover tunnel. The typical width of the median will be 12 feet from back of curb to back of curb. However, the width of the median varies along this stretch of the corridor. Such median shall allow for raised planters, and shall be equipped with underground irrigation. Both the design of the raised planters and the underground irrigation system shall be subject to the City's review and approval, such approval not to be unreasonably withheld. The City shall be responsible for planting the median, and maintenance of the plantings within the City limits.

2. CDOT shall install wide medians where feasible, which may include raised planters, along the balance of the new transportation corridor situated within the City. The typical width of the median will be 16 feet from the inside edge of shoulder to inside edge of shoulder. However, the width of the median varies along this stretch of the corridor. Planter details shall be determined at the final design stage in consultation with the City. The City shall be responsible for planting the median area and maintenance of the plantings within the City limits.

## VII. Easements

1. The parties having made every effort to identify and agree upon the maximum acreage for permanent easements recognize that adjustments may become necessary as a result of final design and engineering. Therefore, the City agrees to grant and convey to CDOT permanent easements exceeding the acreage reflected in paragraph IV, if reasonably required by the final design and engineering.

2. The City shall also grant and convey to CDOT an additional 20 foot wide temporary construction easements adjacent to the permanent easements which shall expire upon completion of that component of construction for which it is needed. The City also agrees to grant and convey CDOT additional temporary construction easements adjacent to the permanent easements shown reasonably necessary for project construction. All temporary construction easements shall expire upon completion of that component of construction for which it is needed.

3. CDOT shall re-vegetate and landscape all temporary easement premises upon completion of the highway project.

4. CDOT shall not undertake any construction activity on City-owned land outside the temporary and permanent easements as provided for herein absent written authorization from the City.

5. CDOT shall confirm all parcel descriptions for impacted and/or exchanged land, and all as-built highway, transit, bridge and easement dimensions as generally described above by current survey prepared by a licensed surveyor.

## VIII. Miscellaneous

1. CDOT shall minimize to the maximum extent practicable disturbance and/or destruction of existing vegetation.

2. CDOT shall repair all damage or disturbance caused by construction activities to all City-owned land and/or structures upon completion of the highway project. This shall include landscaping, berming and re-seeding all disturbed land pursuant to the agreed upon

landscape plan. Native plant species of grass, shrubs and trees indigenous to the Aspen area shall be used for landscaping, unless the same are unavailable. The City shall approve all final landscaping, such approval not to be unreasonably withheld. The City will be responsible for maintenance of landscaping within the transportation corridor.

3. CDOT shall provide the City access to and input into final highway and bridge design for that portion of the project to be constructed within the City or on City-owned land. The City shall be entitled to review and agree to all final bid packages applicable thereto, such review and approval not to be unreasonably withheld. The City's Assistant City Manager shall act as the City's contact person for all design and construction activities.

4. The City, County and CDOT shall each implement, maintain, and fund their respective portion of the Incremental Transportation Management Program in accordance with the program requirements defined in the Final Environmental Impact Statement to maintain the overall goal of the program.

#### IX. Project Phasing

CDOT shall work cooperatively with the City to construct the following highway components of the preferred alternative as soon as possible:

- Maroon/Castle Creek Roads - State Highway 82 intersection and intermodal transfer center
- Maroon Creek Bridge
- Airport Business Center to Buttermilk, including the realignment of Owl Creek Road and the signalized, channelized intersection at State Highway 82 and Buttermilk.

It is understood that these projects will require both privately owned, City owned, and County owned Right-of-Way. These projects will proceed into construction only after all Right-of-Way transactions are complete.

X. Amendments

This Memorandum of Understanding may only be amended upon written agreement of all of the parties.

IN WITNESS WHEREOF, the parties have placed their signatures by and through their duly authorized representatives on the date(s) as indicated.

Colorado Department of Transportation

By: W F Ruskoch 7/30/98  
Executive Director Date

City of Aspen

By: Amy L. Margerum 7/29/98  
Amy Margerum, City Manager Date

Federal Highway Administration

By: James Daves 8/3/98  
James Daves, Division Administrator Date

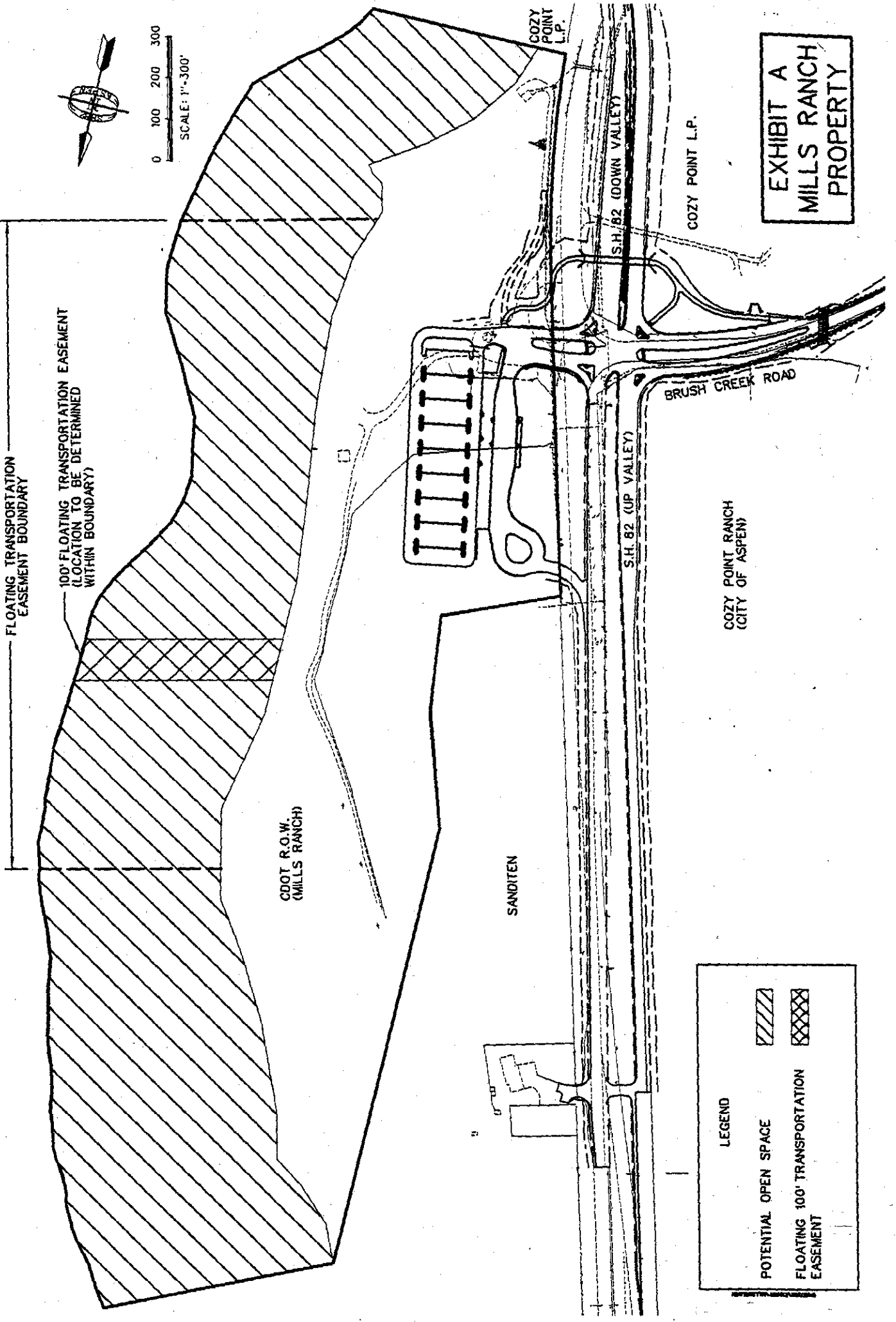


EXHIBIT A  
MILLS RANCH  
PROPERTY

LEGEND

POTENTIAL OPEN SPACE	
FLOATING 100' TRANSPORTATION EASEMENT	

FLOATING TRANSPORTATION EASEMENT BOUNDARY

100' FLOATING TRANSPORTATION EASEMENT (LOCATION TO BE DETERMINED WITHIN BOUNDARY)

COOT R.O.W. (MILLS RANCH)

SANDITEN

BRUSH CREEK ROAD

S.H. 82 (UP VALLEY)

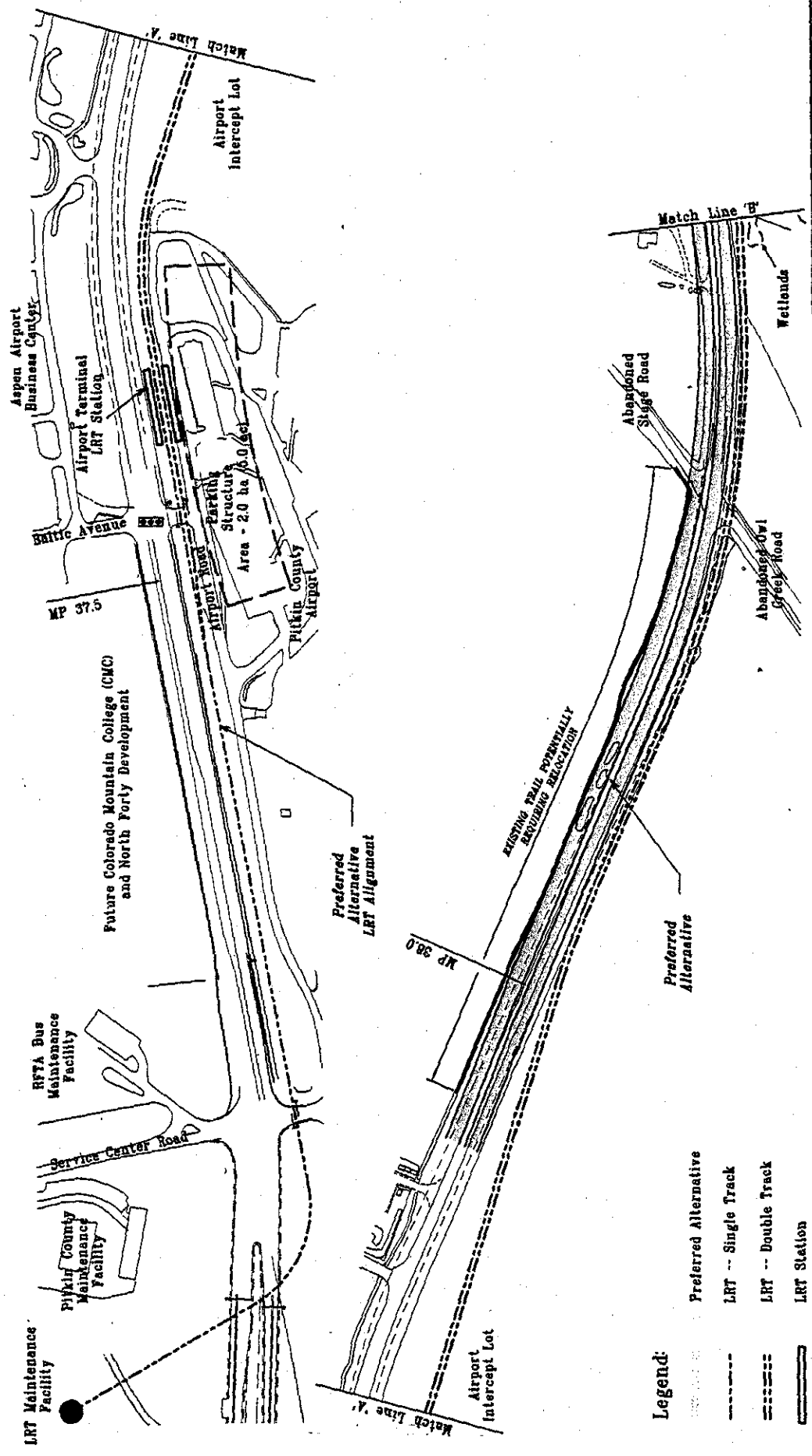
S.H. 82 (DOWN VALLEY)

COZY POINT L.P.

COZY POINT L.P.

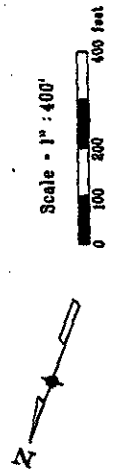


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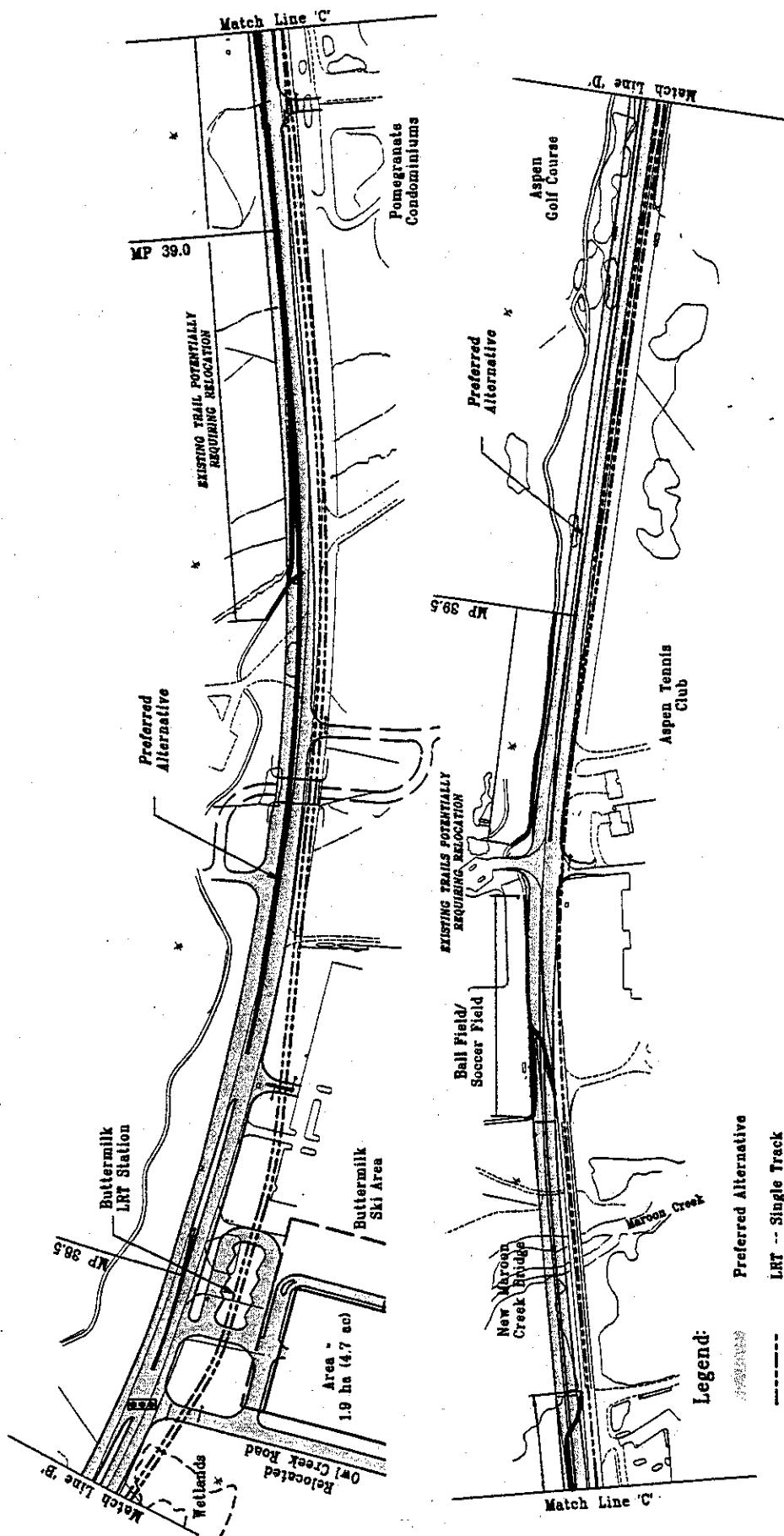


**EXHIBIT B**  
**EXISTING TRAILS**  
**REQUIRING**  
**RELOCATION**

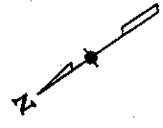
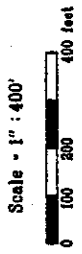
- Legend:**
- Preferred Alternative
  - - - LRT -- Single Track
  - ==== LRT -- Double Track
  - ▭ LRT Station
  - LRT Crossing Gate
  - ▣ Traffic Signal
  - ▬ Existing Trail Potentially Requiring Relocation

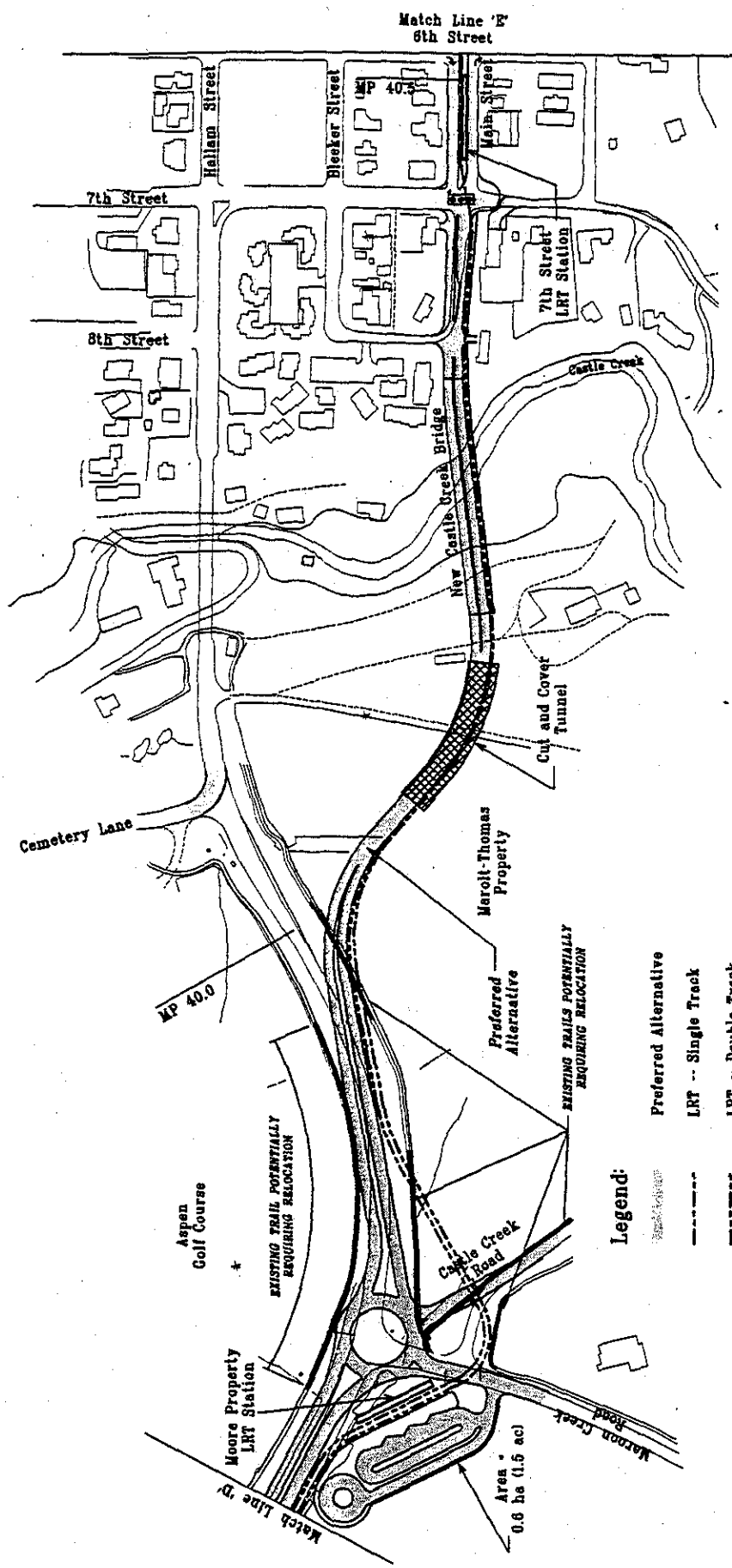


**EXHIBIT B (CONT.)  
EXISTING TRAILS  
REQUIRING  
RELOCATION**

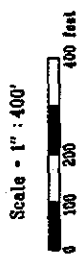


- Legend:**
- Preferred Alternative
  - LRT -- Single Track
  - LRT -- Double Track
  - LRT Station
  - LRT Crossing Gate
  - Traffic Signal
  - Existing Trail
  - Potentially Requiring Relocation





**EXHIBIT B (CONT.)  
EXISTING TRAILS  
REQUIRING  
RELOCATION**



**Legend:**

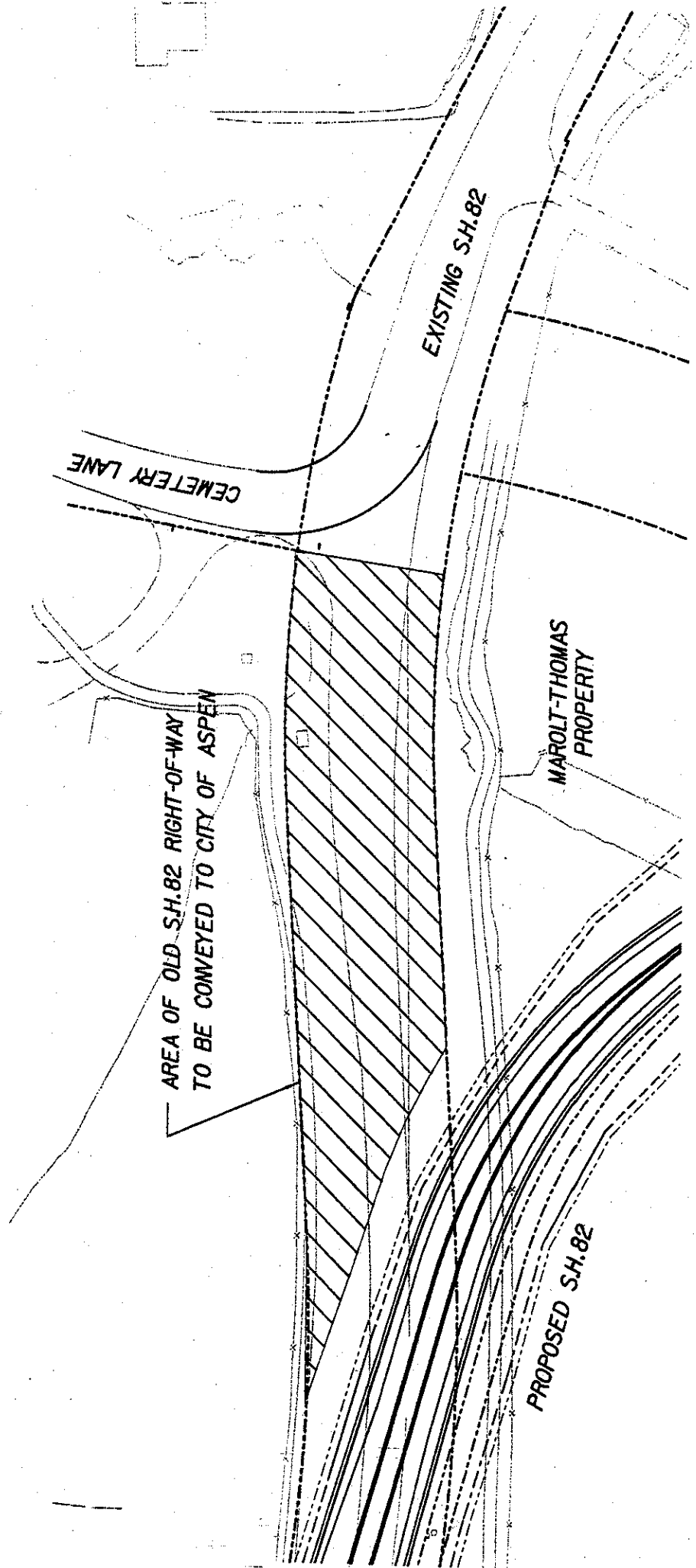
- Preferred Alternative
- LRT -- Single Track
- LRT -- Double Track
- LRT Station
- LRT Crossing Gate
- Cut and Cover Tunnel
- Traffic Signal
- Right in, right out only
- Existing Trail Potentially Requiring Relocation

EXHIBIT C

OLD S.H. 82 RIGHT-OF-WAY  
CONVEYED TO CITY



Scale = 1" : 100'



JULY 27, 1998

MEMORANDUM OF UNDERSTANDING

between  
the

COLORADO DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

and

PITKIN COUNTY

for

THE ENTRANCE TO ASPEN

## PURPOSE

The purpose of this Memorandum of Understanding is to express and memorialize the understandings and agreements of the parties regarding the matters set forth herein and to advance the planning and construction of the State Highway 82 Entrance to Aspen Project. The parties desire to clear the way for early design, right-of-way acquisition, and construction on certain components of the project as soon as the Record of Decision is signed, including those components listed in the section entitled Project Sequencing. The parties further desire to recite and memorialize their mutual understandings concerning the projects and associated mitigation proposals in order to address requirements of Section 4(f) of the Department of Transportation Act of 1966, as amended, and the Federal Aid Highway Act of 1968, and to preserve and protect municipally-owned parklands, open space, recreation areas, wetlands, and designated historic sites and structures.

## PARTIES

The parties to this Memorandum are:

- Pitkin County, Colorado ("County");
- The Colorado Department of Transportation ("CDOT"); and
- The Federal Highway Administration ("FHWA").

Although not party to this agreement, The City of Aspen ("City") will be involved in this project. A separate agreement exists with the City.

## MITIGATION PLAN

There is a County-owned parcel of Section 4(f) resources impacted by the transportation project and construction of the Moore Intermodal Transfer Center. This is the Moore Open Space. CDOT has determined to acquire a portion of this property through eminent domain proceedings.

CDOT agrees to mitigate all impacts to the Section 4(f) resource listed above in the following manner.

### *Moore Open Space*

- Based on studies to date, CDOT does not anticipate using more than 1.5 acres of the Moore Open Space.
- CDOT shall contain all construction activities to the temporary and permanent easements as provided by the County.
- CDOT, prior to commencement of construction, shall replace the open space taken with CDOT owned property at the former Mills Ranch located at the intersection of State Highway 82 and Brush Creek Road. CDOT shall convey the replacement property from Mills Ranch as public open space by quitclaim deed to the City and County, each to hold an undivided interest in the property. Prior to conveying the replacement land to the City and County, CDOT shall create a transportation easement over the Mills Ranch for a future bridge across the Roaring Fork River. Such future bridge use shall be agreed to by the City, County, and CDOT. In the event that such a bridge is determined by CDOT, the City and the County not to be necessary, CDOT shall remove the easement. Appended hereto as Exhibit "A" are a map and legal description that depict the area of the Mills Ranch to be conveyed to the City and County. The portion of the Mills Ranch to

be conveyed by CDOT shall be subject to restrictions on the sale or change in use provided in City of Aspen Municipal Charter, Article XIII, Section 13.4, or Pitkin County Home Rule Charter Article XIII, section 13.5.3, as applicable. The parties acknowledge that the value of the replacement property is equal to or greater than the value of the property taken. The parties further acknowledge that the actual amount of land to be taken cannot be determined until after final design and engineering is completed for the project. The parties agree that the replacement property, formerly part of the Mills Ranch, constitutes just compensation for the land taken from and any damages to the remainder of the Moore Open Space through the CDOT initiated eminent domain proceedings.

### **EXISTING MAROON CREEK PEDESTRIAN BRIDGE**

- CDOT shall remove the pedestrian bridge, and relocate the segments of the bridge to the Pitkin County Public Works yard. The bridge shall remain the property of Pitkin County.

### **MEDIAN WIDTHS**

- CDOT shall install medians in the new transportation corridor extending from the east end of Maroon Creek to the west end of the cut and cover tunnel. Such median shall allow raised planters, and shall be equipped with underground irrigation. CDOT is responsible for obtaining water for all irrigation and will be solely responsible for any associated costs including tap fees. The typical width of the median will be 12 feet from back of curb to back of curb. The width of the median, however, varies along this stretch of the corridor. The landscaping and maintenance of the medians outside the City limits and within the project limits shall be borne by the County in perpetuity. The details of the County's responsibility for maintenance of the medians outside the city limits and within the project limits shall be specified in a maintenance agreement to be executed between CDOT and the County.

### **RIGHT-OF-WAY ISSUES**

- The County shall also grant and convey CDOT additional 20 foot wide temporary construction easements adjacent to the permanent easements which shall expire upon completion of that component of construction for which it is needed. The permit, easements and temporary construction easements are more completely described in Exhibit "B".
- CDOT shall revegetate and landscape all temporary easements to the satisfaction of the County upon completion of the transportation project.
- CDOT shall confirm all parcel descriptions for impacted and/or exchanged land, and all as-built highway, transit, bridge, and easement dimensions as generally described above by current survey prepared by a licensed surveyor.

## PROJECT SEQUENCING

- CDOT shall work cooperatively with the County to construct the following highway components of the preferred alternative as soon as possible:
  - Maroon/Castle Creek State Highway 82 intersection
  - Owl Creek Road/Highway 82 Pedestrian Underpass
  - Maroon Creek Bridge
  - Bus Priority Lane from Shale Bluffs to Buttermilk
  - Airport Business Center to Buttermilk, including the realignment of Owl Creek Road and the signalized, channelized intersection at State Highway 82 and Buttermilk.
- It is understood that these projects will require both privately owned, City owned, and County owned right-of-way. These projects will proceed into construction only after all right-of-way transactions are complete.
- Concerning the realignment of Owl Creek Road and the future construction of the Buttermilk intercept lot, the right-of-way acquisition of property for the construction of those features shall be done in partnership between CDOT and the County.

## MISCELLANEOUS

- CDOT shall minimize to the maximum extent practicable disturbance and/or destruction of existing vegetation.
- CDOT shall repair all damage or disturbance caused by construction activities to all County-owned land and/or structures upon completion of the transportation corridor project. This shall include landscaping, berming and re-seeding all disturbed land pursuant to the agreed upon landscape plan. Native plant species of grass, shrubs and trees indigenous to the Aspen area shall be used for landscaping, unless the same is unavailable. The County shall approve all final landscaping.
- CDOT shall provide the County access to and input into final highway and bridge design for that portion of the project to be constructed within the County or on County-owned land and the County must review and agree to all final bid packages applicable thereto. The County's Director of Public Works shall act as the County's contact person for all design and construction activities.
- The County and the City of Aspen shall implement, maintain, and fund the Incremental Transportation Management Program in accordance with the program requirements defined in the Final Environmental Impact Statement to maintain the overall goal of the program.

### AMENDMENTS

This Memorandum of Understanding may only be amended upon written agreement of all of the parties.

IN WITNESS WHEREOF, the parties have placed their signatures by and through their duly authorized representatives on the date(s) as indicated.

**Colorado Department of Transportation**

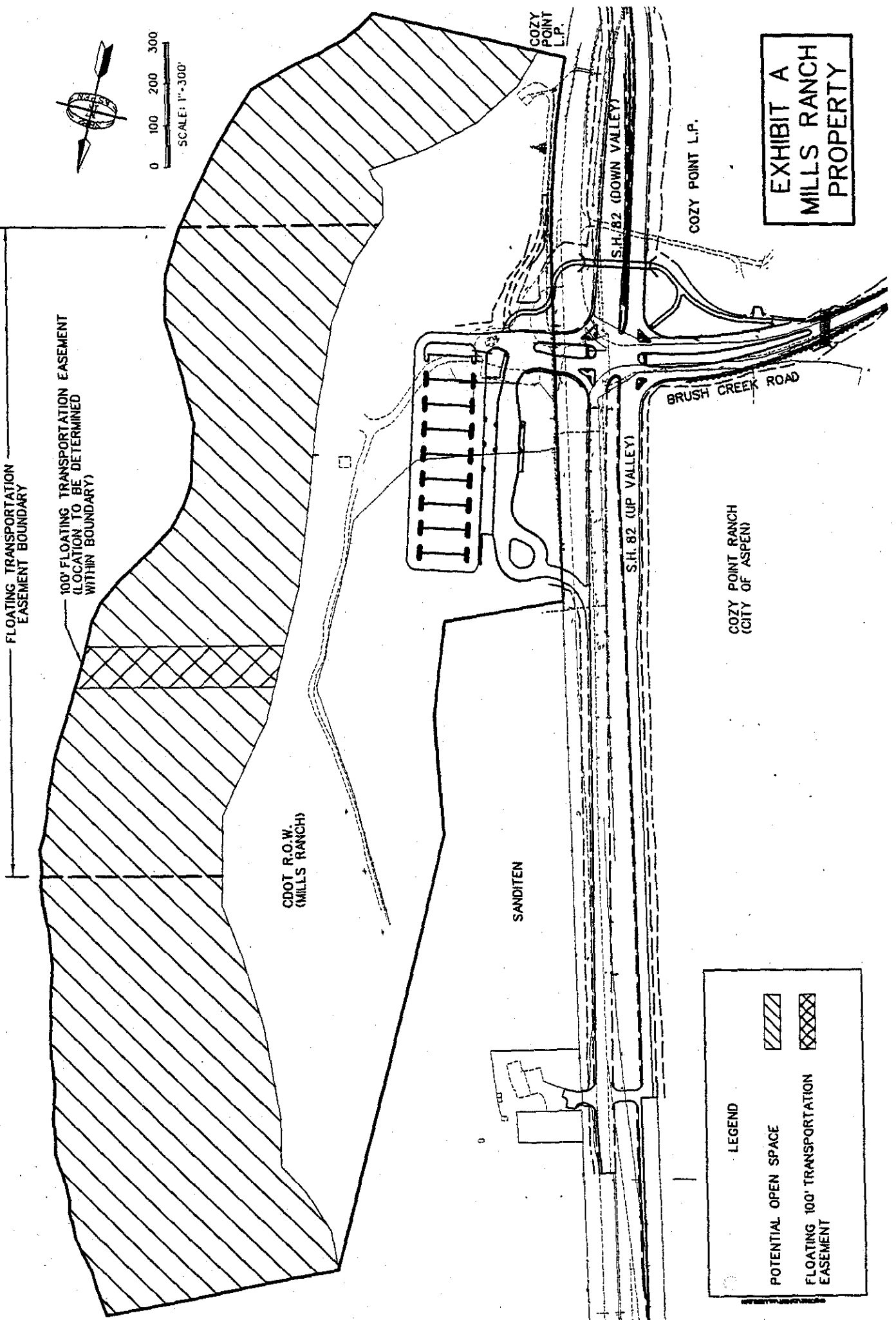
By: W F Ruskoch 7/30/98  
Executive Director Date

**Pitkin County**

By: Suzanne Konchan 7/28/98  
Suzanne Konchan, County Manager Date

**Federal Highway Administration**

By: James Daves 8/3/98  
James Daves, Division Administrator Date



**EXHIBIT A**  
**MILLS RANCH**  
**PROPERTY**

**LEGEND**



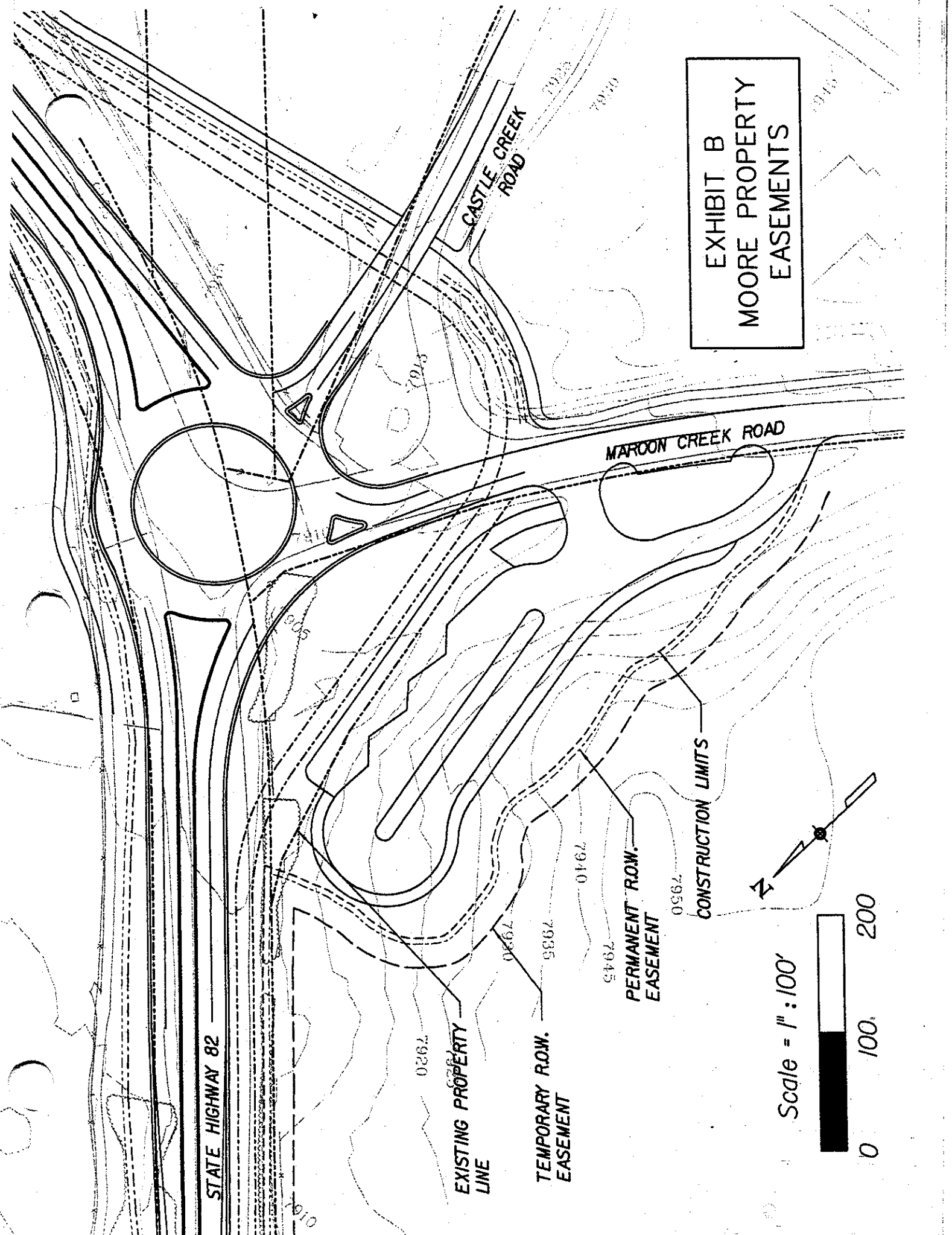
-  POTENTIAL OPEN SPACE
-  FLOATING 100' TRANSPORTATION EASEMENT

EXHIBIT B  
MOORE PROPERTY  
EASEMENTS



STATE HIGHWAY 82

EXISTING PROPERTY LINE

TEMPORARY ROW. EASEMENT

PERMANENT ROW. EASEMENT

CONSTRUCTION LIMITS

Scale = 1" : 100'

