

**TOWN OF SILT
ORDINANCE NO. 3
SERIES OF 2020**

AN ORDINANCE OF THE TOWN OF SILT, COLORADO (“TOWN”) ANNEXING THAT CERTAIN PROPERTY KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, A 9.223-ACRE PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN GARFIELD COUNTY, STATE OF COLORADO AND FURTHER APPROVING AN ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE SUBJECT PROPERTY

WHEREAS, Raley Ranch Project, LLC, a Colorado limited liability company (hereinafter referred to as “Owner”), 8191 E. Kaiser Boulevard, Anaheim, California 92808 is the owner of real property comprised of a 9.223-acre parcel and a 2.001-acre parcel, both south of the existing Painted Pastures Subdivision and east of the Lyon Commercial Planned Unit Development, as further described in “**Exhibit A**” hereto, within Garfield County, state of Colorado; and

WHEREAS, on or about January 10, 2020, Raley Ranch Project, LLC (hereinafter referred to as “Owner”) submitted an Annexation Application, a Petition for Annexation, and an Affidavit of Circulator for that real property specifically described on “**Exhibit A**” attached hereto and known as the Village at Painted Pastures Annexation, or more generally known as the “Property”; and

WHEREAS, on or about February 18, 2020, the Planning & Zoning Commission considered the Annexation Petition and Application materials for the Property and recommended to the Board of Trustees approval of the Annexation application; and

WHEREAS, on or about February 24, 2020, the Board of Trustees (“Board”) approved Resolution 9, Series of 2020, determining that the Petition and appurtenant documents were in substantial compliance with the requirements of sections 31-12-104, 31-12-105, and 31-12-107, C.R.S.; and

WHEREAS, on or about April 13, 2020, the Board of Trustees approved Resolution 11, Series of 2020, determining with regard to the Petition for Annexation: (1) the requirements of the “Municipal Annexation Act of 1965”, as amended including the applicable parts of Sections 31-12-104 and 31-12-105, C.R.S. and Section 30 of Article II of the Colorado Constitution have been met and (2) an election is not required under section 31-12-107(2), C.R.S.; and

WHEREAS, Petitioner owns 100% of the Property proposed for annexation; and

WHEREAS, based on hearings conducted on April 13, 2020 and April 27, 2020, the Board hereby finds that the Village at Painted Pastures Annexation and the attached Annexation and Development Agreement, hereby attached as **“Exhibit B”**, is in the best interests of the Town, for the health, safety and welfare of its citizens.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT:

Section I. That the annexation to the Town of the Annexation Property be, and is hereby approved and said real property as described on the annexation map accompanying the Petition for Annexation is hereby annexed to the Town, and shall be known as the “Village at Painted Pastures Annexation”.

Section II. As required by statute, the Town of Silt shall:

- (a) File one (1) copy of the annexation map with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Silt, Colorado; and
- (b) File three (3) certified copies of the annexation ordinance and three (3) copies of the annexation plat with the Garfield County Clerk and Recorder: 1) for recordation; 2) transmission to the Department of Local Affairs and 3) transmission to the Department of Revenue.
- (c) File one (1) certified copy of the annexation ordinance and one (1) copy of the annexation plat in the office of the County Assessor of Garfield County, Colorado.

CONTINUED ON FIRST READING UPON A PUBLIC HEARING the 13th day of April, 2020 at 7:00 p.m.

INTRODUCED, READ, PASSED, AND APPROVED on a continued first hearing, on the 27th day of April, 2020.

CONTINUED ON SECOND READING the 11th day of May, 2020.

PASSED, APPROVED ON SECOND READING, following a continued public hearing, **ADOPTED AND ORDERED PUBLISHED**, this 26th day of May 2020.

TOWN OF SILT


Mayor Keith B. Richel

ATTEST:


Town Clerk Sheila M. McIntyre, CMC



EXHIBIT A LEGAL DESCRIPTION

PARCEL A:

A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH 42°43'47" EAST A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING;
THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°22'25" EAST A DISTANCE OF 244.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;
THENCE SOUTH 81°07'25" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 856.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 2;
THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°02'03" EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2 A DISTANCE OF 94.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE NORTH 88°50'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 106.71 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 71°55'19" WEST A DISTANCE OF 66.86 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 58°43'20" WEST A DISTANCE OF 93.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 79°28'08" WEST A DISTANCE OF 91.49 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 57°21'03" WEST A DISTANCE OF 97.90 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 37°22'45" WEST A DISTANCE OF 86.40 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 50°07'22" WEST A DISTANCE OF 173.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24;
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHWAY 6 & 24 A DISTANCE OF 553.80 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 02°12'33" WEST A DISTANCE OF 50.17 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 85°28'33" EAST A DISTANCE OF 903.53 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2008 AT RECEPTION NO. 760876, COUNTY OF GARFIELD, STATE OF COLORADO.

ALONG WITH

PARCEL B:

A PARCEL OF LAND SITUATED IN GOV'T LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE S 42°43'47" E A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HWY. 6 & 24, THE POINT OF BEGINNING; THENCE S-86°28'33" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 443.07 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2;
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S 00°22'25" E ALONG THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2 A DISTANCE OF 347.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;
THENCE LEAVING SAID EASTERLY BOUNDARY S 81°07'25" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 448.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 00°22'25" W A DISTANCE OF 244.62 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 11.234 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS THE ANNEXATION OF THE VILLAGE AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

Exhibit "B"

**ANNEXATION AND DEVELOPMENT AGREEMENT
FOR THE VILLAGE AT PAINTED PASTURES ANNEXATION IN THE TOWN OF
SILT, COLORADO**

THIS ANNEXATION AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 26 day of August 2020 between the TOWN OF SILT, COLORADO, a Colorado home rule municipal corporation (hereinafter the "Town"), and Raley Ranch Project LLC, its successors, assigns and its legal or other representatives (hereinafter collectively "Owner");

WITNESSETH:

WHEREAS, Raley Ranch Project LLC (hereinafter referred to as "Owner"), 8191 E. Kaiser Boulevard, Anaheim, California 92808 is the owner of real property comprised of a 9.223-acre parcel and a 2.001-acre parcel, both south of the existing Painted Pastures Subdivision and east of the Lyon Commercial Planned Unit Development, as further described in **Exhibit A**, attached hereto, within Garfield County, state of Colorado; and

WHEREAS, on or about January 10, 2020, Owner submitted an Annexation Application, a Petition for Annexation, and an Affidavit of Circulator for that real property specifically described on **Exhibit A** and known as the Village at Painted Pastures Annexation, or more general known as the "Subject Property"; and

WHEREAS, on or about January 10, 2020, the Owner submitted an application for the Village at Painted Pastures Planned Unit Development, which guidelines contemplate a mixture of commercial and residential uses; and

WHEREAS, on or about February 18, 2020, the Planning & Zoning Commission ("Commission") conducted a public hearing and considered the Village at Painted Pastures Annexation and the Village at Painted Pastures Planned Unit Development Zoning and recommended to the Board of Trustees ("Board") approval of the applications, with conditions; and

WHEREAS, on or about February 24, 2020, the Board approved Resolution 9, Series of 2020, finding the Village at Painted Pastures Annexation Petition and appurtenant documents in substantial compliance with the requirements of Sections 31-12-104, 31-12-105, and 31-12-107, C.R.S.; and

WHEREAS, on or about April 13, 2020, the Board approved Resolution 11, Series of 2020, finding that all eligibility for annexation requirements specified in Sections 31-12-104 and 31-12-105, C.R.S. have been met for the annexation of the Village at Painted Pastures, Town of Silt, Garfield County, state of Colorado; and

WHEREAS, on or about May 11, 2020 and May 26, 2020, the Board approved Ordinance 3, Series of 2020, to annex the property into the Town, following public hearings that were noticed in accordance with state statutes and the Town of Silt Municipal Code; and

WHEREAS, the Town and Owner desire to enter into this Agreement to set forth their agreements in writing concerning the terms and conditions for development of the Village at Painted Pastures Annexation.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Owner agree as follows:

ANNEXATION AND DEVELOPMENT AGREEMENT

ARTICLE 1. ANNEXATION OF THE PROPERTY; ZONING

- 1.01 Purpose. The purpose of this Annexation and Development Agreement (hereinafter referred to as "Agreement") is to set forth the terms and conditions for the annexation and development of the Property in the Town. Except as expressly provided for herein to the contrary, all conditions herein are in addition to any and all requirements concerning development contained in the Silt Municipal Code (hereinafter "Code"), the Town of Silt Subdivision Regulations, the Municipal Annexation Act of 1965, as amended at C.R.S. §31-12-101 et seq., and other applicable laws.
- 1.02 Intent. The parties recognize that it is the intent and desire of the Owner to develop the Property in accordance with the provisions below. The Owner shall take all action necessary to timely apply for and diligently pursue zoning by the Town of the Property. Because the zoning and rezoning of property in Colorado constitute legislative action by a municipality, nothing in this Agreement shall be construed to be an agreement, commitment, or contract binding the Town to approval of any specific zone district or PUD.
- 1.03 PUD Zoning. Owner has applied for zoning of the Property as a Planned Unit Development ("PUD"), subject to the standards and regulations in the Town Code. The PUD zoning of the Property shall be considered simultaneously with the Petition.

ARTICLE 2. TOWN OBLIGATIONS; CONDITIONS OF DEVELOPMENT

2.01 Application of Town Laws and Services. Except as expressly provided herein, all town ordinances, regulations, codes, policies, and procedures in existence and as the same may change from time to time, shall be applicable to the use and development of the Subject Property upon annexation. Upon annexation, the Town shall provide all customary municipal services to the Subject Property to the same extent and upon the same terms and conditions as such services are provided to the other properties throughout the Town, including potable water and wastewater services upon satisfaction of all requirements of the Town Code, including that Owner construct

all necessary improvements to connect the same to the Town's system and pay applicable fees.

2.02 Fees.

The following schedule of fees shall apply to the Subject Property:

A. Construction Impact Fee. The Owner acknowledges that the Subject Property shall be subject to Section 16.08.110 of the Code, as amended, concerning exaction of construction impact fees in effect at the time of payment for that area of the Subject Property that includes residential units. Owner acknowledges that the Town approves the amount of such construction impact fee by resolution annually, and Owner agrees to pay such fee as due, at the time of building permit issuance. Owner further acknowledges that the Construction Impact Fee, as contemplated above, may be adjusted based on the actual number of units approved on the Final Plat(s) and as a result of any annual adjustments in such fees.

B. Park and Recreation Impact Fee. Owner acknowledges that each residential unit within the Village at Painted Pastures is subject to Section 16.04.570 of the Code regarding Park and Recreation Impact fees. Owner acknowledges that the Town approves the amount of such Park and Recreation Impact Fee by resolution annually, and Owner agrees to pay such fee as due, at the time of building permit issuance.

C. Water and Wastewater System Improvement Fees (tap fees). Owner acknowledges that each proposed use within the Village at Painted Pastures is subject to Section 13.04.270 of the Code regarding water and wastewater system improvement fees (tap fees). Owner acknowledges that the Town approves the amounts of such water and wastewater system improvement fees by resolution annually, and Owner shall pay such fees in effect at the time of issuance of building permits on the Subject Property. Owner may pre-pay up to 50 EQRs of water and wastewater tap fees to reserve capacity in those respective systems. Pre-paid water and wastewater tap fees may only be used for service within the Property. Owner may not charge a third-party purchaser of a pre-paid water or wastewater tap fee more than the Town is charging at that time.

D. Parkland Dedication. Owner acknowledges that Property is subject to Section 16.12.030 of the Code regarding Parkland Dedication for Planned Unit Developments. Town and Owner agree that the Owner's dedication to a Property Owners' Association of land designated as open space and/or parkland on the Village at Painted Pastures Planned Unit Development Final Plat shall constitute the entirety of the Owner's obligation related to Section 16.12.030.

E. Other Fees. Except as expressly provided for herein to the contrary, all conditions herein are in addition to any and all requirements and fees concerning annexation, development and off-site impacts (including, but not limited to, traffic impacts) contained in the Town Code, the Town of Silt Subdivision Regulations, the Municipal Annexation Act of 1965, as amended at C.R.S. §§ 31-12-101 et seq., and other applicable laws. The Town may adopt, without limitation, future impact fees, surcharges, special permit fees, special taxes or assessments, development fees, and/or tap fees, so long as such fees and taxes are exacted uniformly and non-discriminately on the Property as exacted throughout the Town. Notwithstanding the foregoing, nothing herein affects or shall affect the Town's ability to exact impact fees for different facilities based on different uses or as to certain geographical areas.



F. Real Estate Taxes. Until such time as issuance of the first building permit for the Property, the Town will not object to that portion of the Property encompassing that particular lot maintaining its agricultural use designation for the purposes of real estate tax valuation and assessment.

G. Irrigation System Improvement Fees. Owner acknowledges the Property is subject to Section 13.02.030 regarding the Town's collection of an irrigation system improvement fee, and such fees per unit (based on amount of irrigation EQRs where 1 EQR = 3,500 square feet of irrigatable surface) in effect at the time of building permit issuance must be paid at the time of issuance of each building permit.

ARTICLE 3: WATER RIGHTS DEDICATION AND IRRIGATION REQUIREMENTS.

3.01 Domestic Water Rights – In Lieu Fee. Owner acknowledges that Property is subject to Sections 13.04.075 and 16.18.060 of the Code regarding the dedication of domestic water rights for each dwelling unit and for proposed commercial square footage within the project. Owner acknowledges that the Town approves such fee in lieu of actual domestic water rights dedication by resolution annually or as necessary, in the Town's sole discretion, and agrees not to contest the validity of such fee. Payment of such water rights dedication is due prior to any issuance of a building permit on the property.

3.02 Irrigation Water Rights and Requirements.

Non-Potable Water Rights and Requirements. Owner acknowledges that Property is subject to SMC Section 16.18.060 regarding the dedication of raw water for irrigation purposes. Owner represents that it owns 0.55 shares in the Grand River Ditch Company, evidenced by stock certificate no. 1073, which water rights, based on pro rata diversions, have historically irrigated approximately 8 acres. Owner shall dedicate such water rights to the Town within thirty (30) days of approval by the Town of the Final Plat and execute a dry up covenant in a form approved by the Town Attorney. In exchange for the dedication of the water rights, Owner may irrigate up to 6 acres of the Property without payment of any water rights dedication fee. Owner shall supply Town with information on the cumulative acreage irrigated on the Property with each commercial site plan and/or subdivision application submitted for approval.

ARTICLE 4: OTHER OBLIGATIONS.

4.01 Processing and Other Town Fees. All reasonable fees and costs hereto incurred by the Town, including but not limited to planning, engineering, surveying, and legal services rendered in connection with the review, preparation, negotiation, resolution, and finalization of any annexation, zoning, or commercial site plan review of the Subject Property by the Town, including, but not limited to, recording fees, costs of legal publication, and any and all other out-of-pocket costs incurred by the Town shall be paid by Owner. Interest shall be imposed at rate of

1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the Town shall be entitled to collect reasonable attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid. Further, any fees that may be required by this Agreement and the Town Code to be paid by Owner shall continue to be an obligation of Owner, and subsequent owners, even if the Code provisions are declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the parties as a condition of development and, as such, Owner agrees that all such fees, whether in effect in the Town by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on them and as a condition of any development review. Owner further agrees not to contest the validity of such fees or any ordinance imposing such fees as they pertain to the Subject Property. This obligation to pay such fees shall be a covenant running with the land and shall bind Owner and any party succeeding to any interest of Owner and to any future lot owners.

4.02 Property Owners' Association. Owner shall create a property owners' association to govern the affairs of the Subject Property ("Property Owner's Association") prior to the approval of any final plat or issuance of any building permit within the Village at Painted Pastures. Owner agrees to include the Town as a third party beneficiary with respect to the association's enforcement of Covenants, Restrictions, Declarations or other regulations governing the property owners or common areas within the Subject Property, including but not limited to the ability to impose assessments or penalties for noncompliance therewith. Owner shall submit a draft Property Owners' Association covenants for the Town's review and approval prior to recording in the public records.

4.03 Colorado Department of Transportation Application and Compliance. Owner and Town acknowledge that a Colorado Department of Transportation (CDOT) Access Permit has been granted for the western access to the Property as CDOT Access Permit No. 320028, attached as **Exhibit B**. The Access Permit was issued in the name of Owner. Owner's compliance with all of the terms and conditions of the Access Permit is a material condition to this Agreement. Owner agrees to indemnify, defend and hold the Town harmless in fulfilling and complying with the requirements of the Access Permit. Owner acknowledges that an application for a separate access permit is required in connection with the eastern access to the Property. Town staff shall support CDOT approval of Owner's application. Owner shall not develop more than 4.2 acres of the property without first obtaining a CDOT access permit for a second access onto State Highway 6, having construction plans for the second access reviewed and approved by the Town, and posting security for the second access in accordance with the provisions of the SIA. Owner shall pay all expenses arising out of or related to such requirements. In the event that the access permit for the eastern access to the Property is issued in the name of the Town, Owner agrees to indemnify, defend and hold the Town harmless in fulfilling and complying with the requirements of the eastern access permit.

ARTICLE 5: DEVELOPMENT OF THE PROPERTY

5.01 Subdivision Improvements Agreement. The Town and Owner shall, in conjunction with Board approval of the Annexation Plat and/or Final Plat(s), negotiate acceptable terms of a Subdivision Improvements Agreement (“SIA”) to govern all phases of development. The Board shall authorize the Mayor to execute the SIA at or prior to recordation of the Annexation Plat and/or Final Plat, or prior to the issuance of the first building permit for the Property, under the following conditions:

A. The SIA shall not be recorded until all necessary documents, including a financial guarantee(s) acceptable to the Town, updated cost estimates for public improvements, and an updated title commitment, all pursuant to the Town Code (the “Financial Information”) have been provided to the Town and approved by Town staff. Upon the Town’s receipt of the Financial Information, no public hearing shall be necessary if the Town’s staff and consultants approve the Financial Information without imposing conditions thereon and without recommending or requesting a public hearing. Nevertheless, the SIA shall be subject to Board review and approval at the Board meeting at which the Annexation Plat and/or Final Plat is approved. Promptly following final approval and execution, the Town shall record the SIA in the office of the Garfield County Clerk and Recorder.

B. The parties agree that any filing or other numbers which appear on the final plat for the various phases are for reference and identification purpose only and have no bearing on the sequence in which the Subject Property may be developed.

C. Owner may only sell lots within, or portions of, the Subject Property located in a phase:

- (1) which includes within its plans and design the lot(s) or portions to be sold;
- (2) for which the SIA designating said lots or portions has been executed and recorded; and
- (3) for which acceptable financial guarantees have been posted to secure construction of improvements.

D. Public Improvements. The following are some of the Subject Property’s public improvements, which shall be included and subject to performance guarantee requirements referenced in the SIA. As set forth in the SIA, Owner shall dedicate, convey and assign to the Town certain public improvements within the subject phase following construction and acceptance, and, subject to any warranty periods set forth in the SIA, the Town will assume the obligation to operate, maintain, repair and replace said public improvements in perpetuity where indicated below. Finally, Owner shall dedicate or convey such public improvements by special warranty deed, free and clear of any liens or encumbrances, which would prevent the Town from using said public improvements for their intended purposes.

- (1) Internal Roads. All roads within the Subject Property shall be constructed at Owner's sole expense to standards approved by the Town at final plat, or as otherwise approved by the Town. Prior to recordation of a final plat or issuance of the first building permit for the Property, Owner shall deliver to the Town for review and approval a document that: (a) creates cross easements for the internal roads depicted on **Exhibit C** for the use and benefit of all lots to be subdivided from the Property, and (b) grants the Town an easement in the internal roads depicted on **Exhibit C** for public and emergency vehicle access. The internal roads constructed on the Subject Property shall not be dedicated to the Town, but rather shall be owned, operated, and maintained by the property owners' association.
- (2) Trails. Prior to recordation of a final plat or issuance of the first building permit for the Property, Owner shall propose a trail system for the Subject Property, which shall be subject to Town review and approval and shall include within such design and construction off-site trail connectors (if any). The trails system plan shall include trails and walkways to facilitate pedestrian traffic throughout the Property with specific focus on the residential portions of the Property and provide a connection with a crosswalk facilitating pedestrian access to the north side of Highway 6. Sidewalks shall be constructed to the standards set forth in the Town Code upon the date of annexation. Owner may also propose recreational walking paths in certain portions of the Property that are constructed to a lesser standard. All trails, sidewalks, and walkways within the Property shall be maintained by the property owners' association and shall remain private, but open to public use.
- (3) Raw Water Irrigation System. Owner shall construct the raw water irrigation system as contemplated by Section 3.02, above. Prior to recordation of a final plat or issuance of the first building permit for the Property, Owner shall submit for the Town's review and approval a raw water irrigation system plan for the Property. Such plan shall address pressurization and tank capacity for the portion of the Town's raw water irrigation system that will serve the Property and recommendations for off-site improvements required to serve the Property. Such raw water irrigation system infrastructure located to the north of Highway 6 shall be dedicated to the Town as a public improvement consistent with Section 5.01(D) above. Such raw water irrigation system infrastructure located under or to the south of Highway 6 shall not be dedicated to the Town, but rather shall be owned, operated, and maintained by the property owners' association.
- (4) Wastewater/Wastewater Service. As part of the development process, Owner or a metropolitan district formed for this purpose shall, at its sole cost and expense, extend service line(s) from the existing Town wastewater main to service any improvements on the Subject Property, as such improvements are constructed and occupied. Prior to recordation of a final plat or issuance of the first building permit for the Property, Owner shall submit for the Town's review and approval construction plans for and wastewater main lines. The main line(s) shall be built to then-existing Town standards and specifications or as modified by the SIA, and shall be subject to Town review and approval. Such main lines and any off-site

improvements shall be dedicated to the Town as a public improvement consistent with Section 5.01(D) above.

- (5) Water System Infrastructure Requirements. As part of the development process, Owner or a metropolitan district formed for this purpose shall, at its sole cost and expense, design and construct the water system infrastructure required to serve the Subject Property, which shall be designed and constructed to Town specifications then-existing. Prior to recordation of a final plat or issuance of the first building permit for the Property, Owner shall submit for the Town's review and approval construction plans for water main lines. Such main lines and any off-site improvements shall be dedicated to the Town as a public improvement consistent with Section 5.01(D) above.
- (6) Water and Wastewater Treatment Capacity. Owner further acknowledges that the Town will provide water and wastewater taps to the Property on a first-come, first-serve basis subject to Owner's right to pre-pay water and wastewater taps pursuant to 2.02 C above. Additionally, Owner acknowledges that other development proposals are proceeding through the Town procedures for annexation and subdivision approval at the same time as Owner's proposals, which other projects may compete with the Property for available water and wastewater taps. The Town presently expects, but does not guarantee, that it will have sufficient water and wastewater taps and capacity to serve the Property. Owner expressly waives any and all claims it may otherwise have against the Town as a result of unavailability of water and/or wastewater treatment capacity except the Owner may prepay and reserve up to 50 EQRs of such capacity.
- (7) Storm Water Detention. Owner, or a metropolitan district formed for this purpose shall install to the Town's specifications and requirements as more particularly provided in the construction plans of the SIA, at Owner's or said district's sole cost and expense, storm water detention areas to adequately serve the Subject Property at a designated place to be shown on the Subject Property's drainage plan. Prior to recordation of a final plat or issuance of the first building permit for the Property, Owner shall submit for the Town's review and approval a stormwater detention / drainage plan for the Property. Owner agrees to apply for and receive any required Storm Water Management Permit (SWMP) from the State of Colorado, and further to show proof of such permit prior to Town's issuance of a building permit on the Property. All stormwater and drainage infrastructure located on the Property shall be conveyed to, and maintained by, the Property Owners' association.
- (8) Private Open Space / Parks. Prior to recordation of a final plat or issuance of the first building permit for the Property, Owner shall submit for the Town's review and approval an open space and parks plan for the Property. The open space and parks plan shall identify for dedication to the Property Owners' Association not less than 2.81 acres. As a condition of Annexation approval, and within thirty (30) days of the recordation of the Final Plat or issuance of a building permit for the Property, Owner shall convey to the Property Owners' Association by special warranty deed the open space area as depicted on the Final Plat. The open space and parks plan shall identify: (a) private open space areas, trails as described in Section 5.01(D)(2) above and walking paths within the open space, and (b)

development standards for the private park areas within the Property (which shall be open to the public) that will be further reviewed and approved pursuant to the commercial site plan process. Owner hereby warrants that the property is free of liens and/or encumbrances which would interfere with the operation of such area for its intended purpose.

5.04 Landscaping.

A. Approval of Landscaping Plan. The Owner's landscaping plan for streets, parks and any other public use areas, including an inventory of existing plants, shall be reviewed and approved by the Town at the time of Multifamily or Commercial Site Plan, or at the time of Final Plat approval, whichever is sooner. The Town-approved landscaping concept shall be considered a public improvement governed by the provisions of the SIA, including the requirement that the costs thereof be included in the financial guaranty. Landscaping on the Subject Property shall be maintained by the Property Owner's Association.

B. Noxious Weed Control and Maintenance. The Owner agrees and acknowledges that it shall, pending and during development of the Subject Property, control the growth of noxious weeds on all parcels within the Subject Property as required by the Town Code and shall maintain the Subject Property free of weeds until conveyance of individual lots to other parties not related to Owner.

5.05 Adjoining Properties and Users – Cost Recoupment. If Owner installs any water or wastewater stub-outs or water, wastewater, or irrigation infrastructure which is oversized and beyond Owner's need for the Subject Property based upon this Agreement or the EQR schedule agreed upon prior to annexation between Owner and the Town, the Town shall require reimbursement to Owner of the pro rata share of such infrastructure used by other developers or projects. Owner shall be entitled to recoupment of expenses and costs of construction thereof by third party users not owning lots within the Subject Property, and the Town agrees to assess to all such third party users at the time of their application for water and wastewater taps, a recoupment fee ratably based upon the total number of residential and commercial users or taps on such extended main water line and wastewater line, from time to time. The costs and expenses of construction that Owner shall be entitled to recoup shall include without limitation, easement acquisition costs and design and engineering fees, as well as actual cost of labor and material in construction including administration and overhead expense. The Owner shall provide the Town with a statement of costs for the total actual cost so incurred, separated into water system costs, wastewater system costs and irrigation system costs, within thirty (30) days following completion of such infrastructure. The statement of costs shall be subject to review and approval by the Town. Within sixty (60) days following Final Approval, Owner and the Town shall negotiate in good faith to enter into an acceptable letter of intent or memorandum of understanding concerning such recoupment of costs, and the procedures for and requirements of such recoupment therein shall supersede this Agreement. The Town's obligation to assess third party users shall be subject to entry into an acceptable letter of intent or memorandum of understanding that defines and establishes the cost recoupment procedures. The Town shall have no obligation to require that future third party users connect to the system improvements being installed by Owner if other Town

facilities are available to provide such services to such users. Notwithstanding any of the foregoing, the Town shall not be liable to Owner for the Town's failure, if any, to assess, collect or account to Owner for any of such recoupment fees. In the event the Town shall fail and neglect to assess, collect or account to owner for any of such recoupment fees, the Town shall permit and authorize the Owner to collect any such amounts from such third party or parties in the Town's place and stead. All rights and obligations related to cost recoupment shall expire and be of no further force or effect after ten (10) years following the Town's initial acceptance of the Owner's infrastructure.

ARTICLE 6: VESTED PROPERTY RIGHTS.

6.01 Vested Rights. In order to allow Owner a reasonable opportunity to develop the Property in accordance with the PUD zoning and all other approvals from the Town, the development rights and uses approved thereby shall, to the extent allowed by law, constitute a "site specific development plan" under C.R.S. §24-68-101 et seq. (hereinafter the "Site Specific Development Plan"). Subject to Owner's completion of infrastructure, the Site Specific Development Plan shall be vested in Owner subject to the following conditions:

A. Subject to the terms herein, the period during which vested rights shall attach to the Site Specific Development Plan of any phase shall hereinafter be called the "Vested Period" and shall not exceed a total of six (6) years, commencing upon approval of the Annexation Plat by the Town. The Vested Period may be extended upon the party's mutual agreement, following a public hearing before the Board of Trustees, duly noticed in the manner of a zone district amendment.

B. After the Vested Period expires, Owner's statutory vested rights shall be deemed expired and this Agreement shall be deemed terminated and of no further force or effect; provided, however, that such termination and expiration shall not affect (a) annexation of the Subject Property to the Town; (b) any common law vested rights obtained prior to such termination; (c) any right arising from Town permits, approvals or other entitlements for the Subject Property which were granted or approved prior to, concurrent with, or subsequent to the approval of this Agreement; (d) any continuing obligations of Town regarding providing services or facilities to the Subject Property or of operating, maintaining, repairing, and replacing any infrastructure accepted by the Town; or (e) any Owner responsibilities under this Agreement which expressly survive termination (f) any rights of the Town relating in any way to Owner's performance or nonperformance during the term of this Agreement.

C. During the Vested Period, the Town shall not initiate any zoning or land use action which would alter, impair, prevent, diminish, impose a moratorium on development (except for utility related reasons), or otherwise unreasonably delay any of Owner's rights set forth in this Agreement or Owner's plans for development or zoning, as approved by the Town.

D. Notwithstanding the foregoing, the establishment of vested property rights under this Agreement shall not prevent the Town from enacting and enforcing (i) fees of general applicability as contemplated by Section 2.02, above, and/or (ii) regulations of general

applicability (including, but not limited to, building, fire, plumbing, electrical and mechanical codes, Town Code and other Town rules and regulations, except where the approved plans for development of the Subject Property or state or federal regulations provide otherwise, as all of such regulations exist on the date of this Agreement or may be enacted or amended after the date of this Agreement.

E. The foregoing provisions with respect to the expiration of vested property rights notwithstanding, in the event that the Town is unable or fails for any reason whatsoever, including any period of "Permitted Delay," as determined by the Board of Trustees, in its sole discretion, to (1) perform its obligations hereunder, or (2) provide water or wastewater service and capacity to the Subject Property, then and in such event, the vested period shall be extended in all respects for a period of time commensurate with any period of time during which the Town has failed to fulfill its obligations hereunder or is unable to provide water or wastewater service as aforesaid, and Owner shall not be required to continue its performance hereunder or under the IIA and other documents incorporated herein by reference, until such time as the Town is in compliance with the provisions hereof and /or is able to provide adequate water or wastewater capacity to the Subject Property. It is understood and agreed in this regard that the Town's inability to provide water and wastewater service to the Subject Property because of a lack of capacity, shall not constitute an actionable breach of this Agreement, but shall only result in Owner's right to suspend its performance under the IIA and to extend the vested period as provided above.

6.02 State and Federal Law. This Agreement shall not preclude the application to the Subject Property or the proposed project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law"). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law, and the Town and Owner shall take such action as may be required pursuant to this Agreement. Not in limitation of the foregoing, nothing in this Agreement shall preclude the Town from imposing on Owner any fee specifically mandated and required by state or federal laws and regulations.

ARTICLE 7. REPRESENTATIONS AND COOPERATION

7.01 Owner Representations. All written representations of Owner set forth in its annexation petition, annexation plat, the zoning application, and related documents shall, if accepted by the Town, be considered incorporated into this Agreement as if set forth in full herein. Notwithstanding their incorporation by reference, the Town makes no representation about the accuracy of such documents.

7.02 Cooperation in the Event of Legal Challenge. If any legal or equitable action or other proceeding is commenced by a third party: (a) within two (2) years after the Annexation's approval, challenging the validity of the annexation of the Subject Property into the Town or the Town's execution and delivery of this Agreement, Owner and the Town shall cooperate in

defending such action or proceeding and Owner shall bear the Town's reasonable expenses and Owner's expenses incurred in connection with such defense; or (b) subsequent to such two-year period, challenging the validity of any provision of this Agreement (other than as set forth in clause (a) above), Owner and the Town agree to cooperate in defending such action or proceeding, and in connection with any such action or proceeding, the Town shall bear its own expenses and Owner shall bear Owner's expenses. Unless the Town and Owner otherwise agree, each party shall select its own legal counsel to represent it in connection with any such action or proceeding.

ARTICLE 8: DEFAULT & REMEDIES

8.01 Breach by Owner. In the event of any default or breach by Owner of any term, condition, covenant or obligation under this Agreement, the Town may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the Town from hardship.

A. Remedies. The Town's remedies for a default or breach by Owner include:

(1) The refusal to issue to Owner any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described in Subparagraph (2) below has been recorded;

(2) The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Administrator or his designee, stating that Owner has breached the terms and conditions of this Agreement (hereinafter, an "Affidavit of Breach"). At the next scheduled Board meeting, the Board shall either approve the filing of said Affidavit of Breach or direct the Town Administrator to file an affidavit stating that the breach, or default, has been cured (hereinafter, an "Affidavit of Cure"). Upon the recording of an Affidavit of Breach, no further lots or parcels may be sold within the Subject Property until an Affidavit of Cure is approved by the Board, and executed and recorded by the Town Administrator;

(3) A demand that the security given for the completion of the public improvements be paid or honored;

- (4) The refusal to consider further development plans within the Subject Property;
- (5) De-Annexation; and/or
- (6) Any other remedy available at law.

B. Notice to Owner. Unless necessary to protect immediate health, safety and welfare of the Town or Town residents, the Town shall provide Owner thirty (30) days written notice of its intent to take any action under this Section 8.01 during which thirty-day period Owner may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described in this Section has been recorded with the Garfield County Clerk and Recorder, any person dealing with Owner shall be entitled to assume that no default by Owner

has occurred hereunder unless a notice of breach has been served upon Owner as described above, in which event Owner shall be expressly responsible for informing any such third party of the claimed default by the Town.

C. Attorney Fees. In the event of a breach of this Agreement by Owner, the Town, if the prevailing party, shall be entitled to enforce this Agreement and recover reasonable attorney's fees and costs in connections therewith, including but not limited to consultant fees, administrative fees and charges, and out-of-pocket costs incurred by the Town.

8.02 Breach by Town.

A. Events Constituting Breach by Town. A "breach" or "default" by the Town under this Agreement shall be defined as:

(1) Any zoning or land use action by the Town which would alter, impair, prevent, diminish, impose a moratorium on development (except for utility related reasons) or unreasonably delay the development or use of the Subject Property as set forth in the approved site specific development plan, and specifically excluding any non-discriminatory regulatory actions, inaction, or circumstances beyond the reasonable control of the Town; or

(2) The Town's failure to fulfill or perform any material obligation of the Town contained in this Agreement.

B. Owner's Remedies. If any default by the Town under this Agreement is not cured as described herein, Owner shall have the right to pursue the defaulting party's remedies allowable by Colorado law, subject to the limitations herein. Although C.R.S. Section 24-68-101 *et seq.* allows for certain monetary damages in the event of Town breach or default, Owner's sole remedies hereunder shall be to enforce the Town's obligations under this Agreement by an action for any available equitable remedy, including, without limitation, specific performance or mandatory or prohibitory injunction. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement.

8.03 Disconnection Based on Town Default. In addition to all other remedies set forth in this Agreement, in the event that the Town, whether by Board action or by initiative or referendum, takes any action, unless mandated by State or Federal law, which would materially alter, impair, prevent or diminish the Owner's vested property rights as described in Section 6.01 hereof, Owner, at its sole discretion, shall have the option to disconnect all or any part of the Property from the Town except as limited hereinbelow. In such event, the Town agrees to act in good faith to accomplish such disconnection as expeditiously as possible and further agrees, upon request of the Owner, and to the extent legally permissible, to provide Town utility service to the disconnected property to the extent that such service is reasonably available and on the same terms and conditions offered to other parties who are outside the Town limits and are then receiving Town utility service (without the need to annex the disconnected property). If the Town does not act to disconnect in accordance herewith and court action is required, the Town herein stipulates, provided the materiality requirement set forth hereinabove is met, that it consents to the disconnection for purposes of such court action, and without the imposition of any limitations on type and timing of land uses within the disconnected property other than those

imposed by the governing jurisdiction. The provisions of this Section 8.03 shall be deemed notice to Garfield County under any applicable intergovernmental agreement with the Town that, in the event of an action giving rise to a disconnection remedy as provided herein, that the Town does not desire or require the annexation of the disconnected property and that such property may be developed in the County pursuant to County land use requirements for the same.

In the event of any disconnection as permitted hereinabove, the following limitations shall apply:

- A. Individual development projects within the Subject Property which have been fully built out shall not be included in any disconnection of the Subject Property or portion thereof;
- B. Individual development projects within the Property for which the Town has determined in its reasonable discretion that common law vesting has been established (so that full build-out of such project may proceed without regard to later zoning, land use, moratorium or building permit limitation action taken by the Town Board or by citizen initiative or referendum) shall not be included in any disconnection of the Subject Property or portion thereof; and
- C. In the event of an action by the Town which would give rise to the disconnection remedy set forth herein, the Owner shall give the Town at least sixty (60) days written notice of such default and their intention to seek disconnection, and the Town shall have a right to cure the default during such period.

8.04. Election to Disconnect. Owner shall have the option to elect to disconnect the Subject Property in the event the PUD Rezoning and subdivision has not been approved by the Town to Owner's satisfaction within six months of this Agreement. Owner shall not longer be allowed to exercise its right to disconnect after the issuance of the first building permit for the Property.

8.05. No Obligation to Develop. Owner shall have no obligation to develop all or any portion of the Property and shall have no liability under this Agreement to the Town or any other party for failure to develop all or any portion of the Subject Property. Notwithstanding the foregoing, if Owner commences development of all or any portion of phase of the Annexation Property, Owner shall be required to construct the public improvements required to support such development in accordance with the terms and conditions of this Agreement and/or any subdivision improvements agreements not inconsistent with this Agreement which Owner and Town may execute in connection with any subsequently approved land use approval.

ARTICLE 9: GENERAL PROVISIONS

9.01 Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

9.02 Findings. The Town hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare, and that the provisions of this Agreement are consistent with the Comprehensive Plan, as amended.

9.03 Provisions Exclusive. The Town and Owner acknowledge and agree that this Agreement contains all basic requirements of Owner concerning the provision of water and wastewater service to the property, raw water irrigation, open space, and park land dedication, trails, utilities, infrastructure, water rights dedications and other matters expressly addressed under this Agreement. Additional details regarding specifications and regulations shall be imposed upon Owner during the zoning and subdivision process with regard to these enumerated items.

9.04 Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out the provisions and intent of this Agreement.

9.05 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

9.06 Covenants Running with the Land. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Further, the terms and conditions of this Agreement shall constitute a covenant running with the land.

9.07 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the parties hereto that: (i) the subject development is a private development; (ii) the Town has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that Town accepts the same pursuant to the provisions of this Agreement or subsequent SIA; and (iii) the Town and Owner hereby renounce the existence of any form of agency relationship, joint venture or partnership between Town and Owner and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between Town and Owner.

9.08 Notices. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt, provided that such transmissions received after 5 p.m. on any business day or at any time on a holiday or weekend shall be deemed received on the following business day. All notices by mail, if sent to the proper address as set forth below, shall be considered effective upon the date stamped on the return receipt. Either party, by notice so given, may change the address or phone number to which future notices shall be sent.

Notice to Town:

TOWN OF SILT
Attn: Town Administrator
231 N. 7th Street
P. O. Box 70
Silt, CO 81652
FAX - (970) 876-2937

With Copy to:

(Town's Atty)
Karp Neu Hanlon
P.O. Drawer 2030
Glenwood Springs, CO 81602

Notice to Owner

Raley Ranch Project LLC
150 Paularino, Bldg. C
Costa Mesa, CA 92626

With Copy to:

Balcomb & Green, P.C.
c/o Chad J. Lee, Esq.
PO Drawer 790
Glenwood Springs, CO
81602
clee@balcombgreen.com

9.09 Amendment. This Agreement shall not be amended, except by subsequent written agreement of the Town and Owner.

9.10 Force Majeure. Performance by either party of its obligations hereunder (other than for payment of money or other financial obligations) shall be excused during any period of "Permitted Delay" as hereinafter defined. For purposes hereof, Permitted Delay shall mean delay beyond the reasonable control of the party claiming the delay including, but not limited to (i) acts of God, including but not limited to earthquakes, floods, pandemics, fire, weather conditions that are abnormal for the period of time and could not have been reasonably anticipated, and other natural calamities; (ii) civil commotion, (iii) riots, (iv) strikes, picketing or other labor disputes, (v) shortages of materials or supplies, (vi) damage to work in progress by reason of fire, floods or other casualties, (vii) failure, delay or inability of the other party to act, provided, however, that Town's failure to take a discretionary action shall not be a Permitted Delay for Owner; (viii) vandalism, or (ix) delay caused by restrictions imposed or mandated by government entities other than the Town.

9.11 Waiver of Defects. By executing this Agreement, Owner waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Owner as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

9.12 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the Town and Owner.

9.14 Captions. The captions in this Agreement are inserted only for convenience and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

9.15 Invalid Provisions. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

9.16 Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

9.17 Attorneys' Fees; Survival. Should this Agreement become the subject of litigation between the Town and Owner, the prevailing party shall be entitled to attorneys' fees and costs of suit actually incurred, including expert witness fees. All rights concerning remedies and/or attorney's fees shall survive any termination of this Agreement.

9.18 Authority. Each person signing this Agreement represents and warrants that he, she or they is/are fully authorized to enter into and execute this Agreement, and to bind the party represented to the terms and conditions hereof.

9.19 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

9.20 Assignment. This Agreement may be assigned to another person or entity upon consent of the Town, which shall not be unreasonably withheld; provided, however, that Owner shall have the right to make such assignment to an entity controlled by Owner without such consent. In such event, the assignee shall assume all of the rights, duties, and obligations of the Owner hereunder and the Owner shall be correspondingly relieved from all such liabilities, duties, and obligations.

9.21 Police Power. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or release of the Town's legislative, governmental or police powers to promote and protect the health, safety, morals or general welfare of the Town or its inhabitants. This Agreement shall not prohibit the enactment by the Town of any fee, ordinance, resolution, rule or regulation which is of uniform and general application.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On August 26, 2020 before me, Tammy L. Hutcheson, Notary Public, personally appeared John Tallichet, Manager of Raley Ranch Project, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tammy L. Hutcheson

This area for official notarial seal.



EXHIBIT A
LEGAL DESCRIPTION

PARCEL A:

A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH 42°43'47" EAST A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING;
THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°22'23" EAST A DISTANCE OF 244.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;
THENCE SOUTH 81°07'25" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 856.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 2;
THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°02'03" EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2 A DISTANCE OF 94.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE NORTH 88°30'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 106.71 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 71°59'25" WEST A DISTANCE OF 66.86 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 58°43'20" WEST A DISTANCE OF 93.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 79°28'08" WEST A DISTANCE OF 91.49 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 57°21'03" WEST A DISTANCE OF 97.90 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 37°22'43" WEST A DISTANCE OF 66.40 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 30°07'22" WEST A DISTANCE OF 173.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24;
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHWAY 6 & 24 A DISTANCE OF 333.80 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 06°12'33" WEST A DISTANCE OF 50.17 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST A DISTANCE OF 903.33 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2008 AT RECEPTION NO. 760876, COUNTY OF GARFIELD, STATE OF COLORADO.

ALONG WITH

PARCEL B:

A PARCEL OF LAND SITUATED IN GOV'T LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE S 42°43'47" E A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HWY. 6 & 24, THE POINT OF BEGINNING; THENCE S 86°28'33" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 443.07 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2;
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S 00°22'23" E ALONG THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2 A DISTANCE OF 147.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;
THENCE LEAVING SAID EASTERLY BOUNDARY S 81°07'25" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 448.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 00°22'23" W A DISTANCE OF 244.62 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 11.224 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS THE ANNEXATION OF THE VILLAGE AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

EXHIBIT A LEGAL DESCRIPTION

PARCEL A:

A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH $42^{\circ}43'47''$ EAST A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING;
THENCE LEAVING SAID RIGHT-OF-WAY SOUTH $00^{\circ}22'23''$ EAST A DISTANCE OF 244.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;
THENCE SOUTH $81^{\circ}07'25''$ WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 256.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 2;
THENCE LEAVING SAID RIGHT-OF-WAY NORTH $00^{\circ}02'03''$ EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2 A DISTANCE OF 84.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE NORTH $28^{\circ}50'46''$ WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 105.71 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH $71^{\circ}55'59''$ WEST A DISTANCE OF 66.26 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH $52^{\circ}45'20''$ WEST A DISTANCE OF 93.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH $79^{\circ}25'06''$ WEST A DISTANCE OF 91.48 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH $57^{\circ}25'03''$ WEST A DISTANCE OF 97.90 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH $37^{\circ}22'45''$ WEST A DISTANCE OF 66.40 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH $50^{\circ}07'22''$ WEST A DISTANCE OF 173.25 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24;
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY SOUTH $86^{\circ}22'53''$ EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHWAY 6 & 24 A DISTANCE OF 333.60 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH $01^{\circ}12'53''$ WEST A DISTANCE OF 50.17 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH $86^{\circ}28'33''$ EAST A DISTANCE OF 903.53 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2008 AT RECEPTION NO. 760276, COUNTY OF GARFIELD, STATE OF COLORADO.

ALONG WITH

PARCEL B:

A PARCEL OF LAND SITUATED IN GOV'T LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO;
SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH $1/4$ CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE S $42^{\circ}43'47''$ E A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HWY. 6 & 24, THE POINT OF BEGINNING; THENCE S $86^{\circ}28'33''$ E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 443.07 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2;
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S $00^{\circ}22'23''$ E ALONG THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2 A DISTANCE OF 247.92 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;
THENCE LEAVING SAID EASTERLY BOUNDARY S $81^{\circ}07'25''$ W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 448.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N $00^{\circ}22'23''$ W A DISTANCE OF 244.62 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 11.224 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS THE ANNEXATION OF THE VILLAGE AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.



COLORADO
Department of
Transportation

Region 3 Traffic and Safety Section
222 S. Sixth St, Room 100
Grand Junction, Colorado 81501
PH (970) 683-6284 FAX (970) 683-6290

Reception#: 941497
09/04/2020 11:37:57 AM Jean Alberico
26 of 44 Rec Fee: \$228.00 Doc Fee: 0.00 GARFIELD COUNTY CO

Exhibit "B"

<<< E-mailed >>>

April 22, 2020

Raley Ranch Project, LLC
209 Grullo Lane
Silt, Colorado 81652

Re: State Highway Access Permit No. 320028, located in Garfield County on Highway 006 near Mile Marker Reference Pt. 100.2 Right

Dear Applicant/Permittee:

The Colorado Department of Transportation (CDOT) has received your signed permit and application fee. A copy of the issued permit is enclosed. This permit is valid for one year from the date of issue. If construction does not occur within the first year, the Applicant/Permittee may request in writing, an extension for another year. This permit may be extended twice for a total of two (2) additional years. If construction does not occur within the third year, a new application shall be submitted and the permit process shall begin again.

The next step in the CDOT access permitting process is for you, Applicant/Permittee, to request a Notice to Proceed (NTP) from CDOT. You may NOT proceed with any construction without receiving an approved Notice to Proceed (NTP) from CDOT. Failure of receiving a Notice to Proceed prior to any construction will be a violation of the State Highway Access Code (2 CCR 601-1, "the Code") § 2.4.

The Applicant/Permittee shall request a NTP in writing along with all required items. Once the complete NTP submittal has been received, CDOT has seven (7) days to determine if the NTP submittal is complete for review and then, if necessary, notify the applicant of any deficiencies. If complete, CDOT will review and comment on the submitted information within thirty (30) days. If CDOT determines the information is unacceptable, missing, or in need of correction, the Applicant/Permittee shall correct their submittal and resubmit the complete request for NTP.

Once resubmitted, CDOT will review the revised NTP documents within ten (10) days. If the revised documents are satisfactory, CDOT will issue a NTP. If further corrections are necessary, the cycle of submittal, review and comments will repeat itself until approval is granted and the NTP is issued.

Notice to Proceed Steps and Requirements

The request for NTP shall include the following steps and associated documents, along with any other items specified in the Terms and Conditions of your permit:

1) Written Request for Notice to Proceed

Well in advance of construction, the Permittee shall make a written request for a Notice to Proceed (NTP) to Devin Drayton, Access Project Manager. If applicable please include the engineering firm name, Professional Engineer's name, and their contact numbers. Request may be sent to: 222 S. 6th St, Rm 100, Grand Junction, CO 81501 (or by email to Devin.Drayton@state.co.us). He may also be reached by phone at: (970) 683-6286.



2) **Schedule a Pre-Design Meeting with the Access Project Manager**

The following persons should be in attendance: Permittee/Property Owner or their representative, a CDOT representative, the Engineer of Record, the Construction Superintendent, the Traffic Control Supervisor, and Permittee/Property Owner (or Property Owner's Representative if other than Applicant).

3) **Complete and Submit the Notice to Proceed Checklist**

The Applicant shall submit a NTP Checklist that was received from the Project Manager at the Pre-design meeting. This Checklist and associated plans and specifications will be included as exhibits to the NTP. The NTP checklist shall:

- A. Include the Engineer Design Certificate (last page) completed, signed, and sealed by the Engineer of Record; and
- B. Be complete and provide all required items marked with an "X" on this checklist.

4) **Submit Complete Construction Plans**

The Applicant shall provide **two (2) hard copies and one (1) electronic copy** of 11X17 construction plans and specifications (at the scale of 1" = 50 feet) for the proposed improvements. The plans shall:

- A. Include the name of the Engineering firm and/or the Professional Engineer with their contact information; and
- B. Address (as applicable) the geometry, striping, signing, and signalization; and
- C. Include (but not be limited to) the layout of the access, highway improvements, utility locations, existing and proposed drainage, existing and proposed right-of-way lines, existing and proposed traffic control devices, and a clear zone analysis; and
- D. **Be signed and sealed by a Colorado Professional Engineer** in accordance with CRS 12-25-117; and
- E. Conform to the requirement of the permit's "Terms and Conditions"; and
- F. If applicable include the following statement on the cover page of the plans: "This design is in full compliance with Section 4 of the State Highway Access Code, 2 CCR 601-1 except for the following approved design waivers:"

5) **Construction Progress Schedule**

The Applicant shall provide a construction progress schedule that identifies all critical path items, including but not limited to: excavation, embankment, surfacing, culvert installation, traffic control placement and removal, and access construction completion.

6) **Provide CDOT with Performance Bond(s)**

The performance bond must be at least 110% of the estimated total highway construction costs. Bonding agency must be licensed to do business in the State of Colorado. A cost estimate, sealed by a Colorado registered professional engineer, and a draft of each bond must be provided and approved by CDOT, prior to issuing a NTP.

7) **Insurance Liability Certification**

The Applicant or contractor shall be required to provide a comprehensive general liability and property damage insurance for the period of access construction. As per the State Access Code, Section 2 (11)(i), the certificate shall name CDOT, and the local Issuing Authority (if applicable) as an additional insured party for general liability in the amounts of not less than \$1,000,000 per occurrence and automobile liability insurance of \$1,000,000 with combined single limit bodily



injury and property damage for each accident. The additional insured(s) must be noted as such, not just "Certificate Holders".

8) **Traffic Control Plan (TCP)**

The traffic control plan must:

- A. Comply with CDOT Standard Plans Manual for Maintenance and Signing; and
- B. Be consistent with the MUTCD, identifying the type, number and spacing for all devices; and
- C. Be prepared by individual with American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association certification - or sealed (stamped) by a Colorado registered professional engineer; and
- D. Be acceptable to CDOT prior to any construction within the right-of-way; and
- E. Be presented in a manner that provides a method of handling traffic (MHT) for each different phase of construction; and
- F. Describe the MHT according to the proposed construction phasing and include dimensioned diagrams of work zone elements, with the final traffic control plan submitted a minimum of three working days in advance of construction. (Such plans may be revised as necessary with CDOT concurrence.)

If you have any questions regarding the process or the required documents, please don't hesitate to contact me at the number above or Devin Drayton, Project Manager at Devin.Drayton@state.co.us or 970-683-6286.

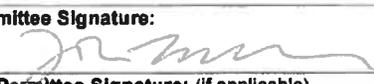
Respectfully,

Brian Killian, Region 3 Access Manager

Cc: Devin Drayton, Project Manager
File

COLORADO DEPARTMENT OF TRANSPORTATION			CDOT Permit No.
STATE HIGHWAY ACCESS PERMIT			320028
			State Highway No / Mp / Side 006D / 100.200 / Right
Permit Fee  \$300.00	Date of Transmittal	Region / Section / Patrol / Name 3 / 02 / 2K10 Tracy Anthony	Local Jurisdiction Silt

The Permittee(s):	The Applicant(s):												
Raley Ranch Project, LLC 209 Grullo Lane Silt, Colorado 81652 (970) 379-5001	Sopris Engineering LLC 502 Main St, Ste A-3 Carbondale, Colorado 81623 (970) 704-0311												
is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duty appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.													
Location: Located on the south side of Hwy 006 D at Overo Blvd. and approximately 1100 feet east of MP 100													
<table border="1"> <tr> <td>Access to Provide Service to: (Land Use Code)</td> <td>(Size)</td> <td>(Units)</td> </tr> <tr> <td>820 - Shopping Center</td> <td>23,100 SF</td> <td></td> </tr> <tr> <td>220 - Apartment</td> <td>172 Units</td> <td></td> </tr> <tr> <td>TOTAL</td> <td>164</td> <td>DHV</td> </tr> </table>		Access to Provide Service to: (Land Use Code)	(Size)	(Units)	820 - Shopping Center	23,100 SF		220 - Apartment	172 Units		TOTAL	164	DHV
Access to Provide Service to: (Land Use Code)	(Size)	(Units)											
820 - Shopping Center	23,100 SF												
220 - Apartment	172 Units												
TOTAL	164	DHV											
Additional Information: This access is on the south side of the roundabout at SH-006D and Overo Blvd													

MUNICIPALITY OR COUNTY APPROVAL			
Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.			
The permittee shall notify Teshaylo Trujillo 2K3 with the Colorado Department of Transportation, at (303) 810-0883 at least 48 hours prior to commencing construction within the State Highway right-of-way.			
The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature: 	Print Name John Tallichet	Date 3/27/20	
Co-Permittee Signature: (if applicable)	Print Name	Date	

This permit is not valid until signed by a duly authorized representative of the Department.			
COLORADO DEPARTMENT OF TRANSPORTATION			
Signature 	Print Name BRIAN KILLIAN	Title ACCESS MGR	Date (of issue) 4-21-2020

**State Highway Access Permit
Form 101, Page 2**

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.
2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.
3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.
4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4)
2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.
3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.
4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

STATE OF COLORADO HIGHWAY ACCESS PERMIT
ADDITIONAL TERMS and CONDITIONS

March 16, 2020

PERMIT No. 320028

Permittee(s): Raley Ranch Project, LLC

Location: Garfield County on CO Highway 006D, near Mile Ref. Pt. 100.2 Right

1. This permitted access is only for the use and purpose stated in the Application and Permit. This Permit is issued in accordance with the State Highway Access Code (2 CCR 601-1), and is based in part upon the information submitted by the Permittee. Any subsequent relocation, reconstruction, or modifications to the access or changes in the traffic volume or traffic nature using the access shall be requested for by means of a new application. Any changes causing non-compliance with the Access Code may render this permit void, requiring a new permit.
2. This permit replaces any and all additional access permits that may be in existence for this access.
3. This permit is for Apartments (174 Units) and a Shopping Center (23,100 SF)
4. The traffic volume shall be 164 DHV
5. The Permittee shall design and construct a roundabout that meets CDOT requirements at the intersection of Highway 006D and Overo Boulevard.
6. This access shall be designed and constructed to CDOT's design standards.
7. All mainline auxiliary lanes shall be designed and constructed with a 2-inch overlay.
8. This access shall be designed and constructed to CDOT's design standards and may be required to include sidewalk or trail, curb and gutter.
9. As per the Access Code, Section 4.5 (Section 5) this access that is a public roadway shall be improved and be re-constructed no less than 36 feet wide (exclusive of the radii). There shall be, at minimum, a 25' turning radii (or a radii that will accommodate the minimum turning radius of the largest vehicle projected to use the access). A turning template shall be required with the final plan sets for review prior to the issuance of a Notice to Proceed.
10. The horizontal axis of the access to the State Highway shall be constructed perpendicular to the centerline of the highway and extend from the edge of the roadway a minimum distance of 40 feet, or to the property line, whichever is greater. This design shall be in conformance with section 4 of the State Highway Access Code, 2CCR 601-1.
11. Side slopes shall be at a 4:1 slope on the roadway. The roadway shall slope away from the highway at a -2% grade for the first 20 feet of driveway. This design shall be in conformance with section 4 of the State Highway Access Code, 2CCR 601-1.
12. Immediately upon completion of earthwork, and prior to use, this access shall be hard surfaced in accordance with Section 4.7 of the Access.
13. The access shall be hard-surfaced a minimum distance of 50 feet from the traveled way, or to the CDOT Right-of-Way, whichever is greater. Where the hard surface is to abut the existing pavement, the existing pavement shall be saw cut and removed a minimum of one foot back from the existing edge for bituminous, or until an acceptable existing cross slope is achieved. Surfacing shall meet the Department's specifications with minimum surfacing to be equal to, or greater than, existing highway conditions.
14. The Permittee shall provide a performance bond that will insure completion of the required highway and all related intersection improvements in conformance with all Department standards and specifications. The bond must be at least 110% of the estimated total highway

STATE of COLORADO HIGHWAY ACCESS PERMIT
ADDITIONAL TERMS and CONDITIONS

March 16, 2020

PERMIT No. 320028

Permittee(s): Raley Ranch Project, LLC

Location: Garfield County on CO Highway 006D, near Mile Ref. Pt. 100.2 Right

construction cost and the bonding agency must be surety licensed to do business in the State of Colorado. A thorough Construction Cost Estimate sealed by a Colorado Registered Professional Engineer and a draft of the bond must be provided and approved by Department before acceptance of the final bond and before construction is approved to commence.

15. A design meeting is required prior to construction design. Required personnel for this meeting are: Professional Engineer of Record (i.e., the person who shall sign and seal the plan set), Design Engineer, and Permittee. Please contact Devin Drayton 970-683-6286 for scheduling this design meeting.

16. Materials, Placing, and Compaction

For Level 3 projects, the specifications for materials and compaction shall be discussed and determined at the pre-design meeting with the Region 3 Access Project Engineer.

Unless the Applicant has approval from the Access Manager who may state otherwise, the following are requirements for driveway construction:

Hot Mix Asphalt Option (HMA)

Base: 16 inches of class 6 gravel with maximum 6-inch lifts;
Surface: 4 inches of HMA in two, 2-inch lifts;
Compaction of the subgrade, embankments and backfill shall comply with sections 203 & 304 of the Colorado Highway Standard Specifications for Road and Bridge Construction.

Concrete Pavement Option: Portland Cement (PCCP)

Base: 4 inches of class 6 gravel;
Surface: A minimum of 6" of doweled and tied PCCP.
Compaction of the subgrade, embankments and backfill shall comply with sections 203 & 304 of the Colorado Highway Standard Specifications for Road and Bridge Construction.

17. A Notice to Proceed, CDOT Form 1265, must be issued by CDOT before beginning construction on the access or any activity within the highway Right-of-Way.
18. To receive the Notice to Proceed the applicant shall submit a complete packet to CDOT with the following items:
- (a) Prior to the issuance of any Notice to Proceed, the applicant shall schedule a pre-construction meeting including but not limited to applicant, Engineer of Record, Construction Inspector, construction personnel, Permittee (if other than applicant), CDOT representative and Traffic Control Supervisor.
 - (b) A construction schedule-- required at the pre-construction meeting.
 - (c) A cover letter requesting a Notice to Proceed.
 - (d) Certificate of Insurance Liability as per Section 2.3(11)(i) of the State Highway Access Code, naming CDOT as an additional insured for general liability.

STATE of COLORADO HIGHWAY ACCESS PERMIT
ADDITIONAL TERMS and CONDITIONS

March 16, 2020

PERMIT No. 320028

Permittee(s): Raley Ranch Project, LLC

Location: Garfield County on CO Highway 006D, near Mile Ref. Pt. 100.2 Right

- (e) A certified Traffic Control Plan in accordance with Section 2.4(6) of the Access Code. The Traffic Control Plan shall provide accessibility features to accommodate all pedestrians including persons with disabilities for all pathways during construction.
 - (f) Four copies of Construction Plans Stamped (11"x 17" with a minimum scale of 1" = 50') by a Colorado Registered Professional Engineer in full compliance with the State Highway Access Code.
 - (g) Signed and sealed Notice to Proceed Checklist.
 - (h) Signed and Approved Performance Bond.
 - (i) Signed and sealed Drainage Report or narrative.
19. No drainage from this site shall enter onto the State Highway travel lanes. The Permittee is required to maintain all drainage in excess of historical flows and time of concentration on site. All existing drainage structures shall be extended, modified or upgraded, as applicable, to accommodate all new construction and safety standards, in accordance with the Department's standard specifications.
 20. Open cuts, which are at least 4 inches in depth, within 30 feet of the edge of the State Highway traveled way, will not be left open at night, on weekends, or on holidays, or shall be protected with a suitable barrier per State and Federal Standards.
 21. Nothing in this permit shall prohibit the Chief Engineer from exercising the right granted in CRS 43-3-102 including but not limited to restricting left hand turns by construction of physical medial separations.
 22. The Permittee is responsible for obtaining any necessary additional Federal, State and/or City/County permits or clearances required for construction of the access. Approval of this access permit does not constitute verification of this action by the Permittee. Permittee is also responsible for obtaining all necessary utility permits in addition to this access permit.
 23. All workers within the State Highway right-of-way shall comply with their employer's safety and health policies/procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction. Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation.
 24. The Permittee shall provide accessibility features to accommodate all pedestrians including persons with disabilities for all pathways during and after construction.
 25. The Permittee is required to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) that have been adopted by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board), and incorporated by the U.S. Attorney General as a federal standard. These guidelines are defining traversable slope requirements and prescribing the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: <https://www.codot.gov/business/designsupport/standard-plans> .

STATE of COLORADO HIGHWAY ACCESS PERMIT
ADDITIONAL TERMS and CONDITIONS

March 16, 2020

PERMIT No. 320028

Permittee(s): Raley Ranch Project, LLC

Location: Garfield County on CO Highway 006D, near Mile Ref. Pt. 100.2 Right

26. When it is necessary to remove any highway right-of-way fence, the posts on either side of the access entrance shall be securely braced with approved end posts and in conformance with the Department's M-607-1 standard, before the fence is cut, to prevent slacking of the remaining fence. All materials removed shall be returned to the Department.
27. It shall be the responsibility of the Permittee to maintain adequate sight distance for this driveway. Trimming of vegetation or trees to maintain adequate sight distance is the sole responsibility of the Permittee.
28. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repair such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.
29. Any damage to present highway facilities including traffic control devices shall be repaired immediately at no cost to the Department and prior to continuing other work.
30. During access construction, no construction-related, personal vehicles will be permitted to park in the state highway right-of-way.
31. Any mud or other material tracked, or otherwise deposited, on the roadway shall be removed daily or as ordered by the Department inspector. If mud is an obvious condition during site construction, it is recommended that the contractor build a Stabilized Construction Entrance or Scrubber Pad at the intended construction access to aid in the removal of mud and debris from vehicle tires. The details of the Stabilized Construction Entrance can be found in the M & S Standards Plan No. M-208-1.
32. A fully-executed, complete copy of this permit and the Notice to Proceed must be on the job site with the contractor at all times during the construction. Failure to comply with this or any other construction requirement may result in the immediate suspension of work by order of the Department inspector or the issuing authority.
33. No work will be allowed at night, Saturdays, Sundays and legal holidays without prior authorization from the Department. The Department may also restrict work within the State Highway right-of-way during adverse weather conditions.
34. The access shall be completed in an expeditious and safe manner and shall be completed within 45 days from initiation of construction within State Highway right-of-way or in accordance with written concurrence of the Access Manager. All construction shall be completed in a single season.

STATE of COLORADO HIGHWAY ACCESS PERMIT
ADDITIONAL TERMS and CONDITIONS

March 16, 2020

PERMIT No. 320028

Permittee(s): Raley Ranch Project, LLC

Location: Garfield County on CO Highway 006D, near Mile Ref. Pt. 100.2 Right

35. All costs associated with any type of utility work will be at the sole responsibility and cost of the Permittee and at no cost to CDOT.
36. Areas of roadway and/or right-of-way disturbed during this installation shall be restored to their original conditions to insure proper strength and stability, drainage and erosion control. Restoration shall meet the Department's standard specifications for topsoil, fertilization, mulching, and re-seeding.
37. All construction and inspection work must be under the direction of a Colorado Registered Professional Engineer. The PE's responsibilities include, but are not limited to: The PE shall evaluate compliance with plans and specifications with regard to the roadway improvements within the State right-of-way. The PE shall carefully monitor the contractor's compliance on all aspects of construction, including construction zone traffic control.
38. Engineering Certification: After inspection and before final acceptance, the Engineer shall certify to CDOT in writing that all inspections, materials, materials testing, and construction methods conform to the plans, specifications and purpose of design. Upon completion of the work, that responsible Engineer shall submit an "As Built" plans, showing in detail all approved construction changes, modification.

Construction Completion & Final Acceptance

39. The Permittee shall construct all improvements stated on this permit prior to any use as allowed by this permit. The Permittee shall notify the Permit Manager within 10 working days to request a final inspection. This request shall include signed and sealed certification that all materials and construction have been completed in accordance with all applicable Department Standards and Specifications; and that the access is constructed in conformance with the State Highway Access Code, 2 CCR 601-1, and the terms and conditions included in this permit. The engineer of record shall be present for this inspection. The access serviced by this permit may not be opened to traffic until the CDOT Access Manager provides written initial approval.
40. Following the final inspection, CDOT will prepare an Access Construction Inspection Summary Letter and send it to the applicant, Permittee, and engineer of record. If additional items are required to complete the access construction, a list of these items will be part of the access construction inspection summary letter. All required items and final as-built survey shall be completed within 30 days from receiving the Access Construction Summary Letter. The access serviced by this permit may not be opened to traffic until written approval has been given from the CDOT Access Manager. If all work appears to have been done in general close conformity with the above named permit, an initial acceptance letter will be sent to the Permittee and this access may be opened for traffic.
41. The 2-year warrantee period will begin when the initial acceptance letter is issued. In accordance with section 2.5(6) of the State Highway Access Code, if any construction element fails within two-years due to improper construction or material specifications, the Permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access. The letter of final acceptance will be issued once the access has been inspected and is found to comply with all material and construction in accordance with all applicable Department Standards and Specifications approx. 2 years after initial acceptance.

COLORADO DEPARTMENT OF TRANSPORTATION Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT – Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2035
Water Quality Control Division (WQCD): (303) 692-3500
Environmental Permitting Website <https://www.colorado.gov/pacific/cdphe/all-permits>
- CDOT Water Quality Program Manager: (303) 757-9343 <https://www.codot.gov/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: Phil Kangas, (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices:
Omaha District (NE CO), Denver Office (303) 979-4120
<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>
Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199
<http://www.spk.usace.army.mil/Missions/Regulatory.aspx>
Albuquerque District (SE CO), Pueblo Office (719)-543-9459
<http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <https://www.codot.gov/business/permits>

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://www.codot.gov/programs/environmental/wildlife/guidelines>, or the Colorado Parks and Wildlife (CPW) website, <http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHP), Denver, to ascertain if historic or archaeological resources have previously been identified (<http://www.historycolorado.org/oaHP/file-search>). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. **Contact Information:** Contact the OAHP for file searches at (303) 866-5216.

Paleontological Resources - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder (<https://cumuseum.colorado.edu/research/paleontology/vertebrates/policies>), and the Denver Museum of Nature and Science (<http://www.dmns.org/science/collections/earth-science-collections/>) to ascertain if paleontological resources have been previously identified in or near the permit area. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. **Contact Information:** See the museum websites listed above for Paleontological Collections Manager contact information. Contact the CDOT Paleontologist for further information at nicole.peavey@state.co.us or (303) 757-9632. The CDOT Paleontologist will not conduct a comprehensive file search independently of the museums.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. **Contact Information:** Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid

Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. **Contact Info:** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager (303) 512-5519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Corps of Engineers 404 permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 permits, including nationwide permits, which are issued for activities with relatively minor impacts. For example, there is a nationwide permit for utility line activities (nwp #12). Depending upon the specific circumstances, it is possible that either a "general" or "individual" 404 permit would be required. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at <https://www.codot.gov/programs/environmental/wildlife/guidelines>.

Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. **Contact Information:** Contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits> and <https://colorado.gov/pacific/cdphe/wq-commerce-and-industry-permits>.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. **Contact Information:** For Construction Dewatering and Remediation Activities Discharge Permits, contact the CDPHE WQCD at (303) 692-3500. For Applications and Instructions (CDPHE website): <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>.

Municipal Separate Storm Sewer System (MS4) Discharge Permit - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality's MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (<https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes>) and the CDOT MS4 Permit # COS-000005 (<https://www.codot.gov/programs/environmental/water-quality/documents>). Discharges are subject to inspection by CDOT and CDPHE. Contact the CDPHE Water Quality Control Division at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to <https://www.colorado.gov/pacific/cdphe/wq-municipal-ms4-permits>. For CDOT-related MS4 regulations, go to: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html>.

General Prohibition – Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. **Contact Information:** Contact the CDPHE Water Quality Control Division at (303) 692-3500.

General Authorization - Allowable Non-Stormwater Discharges - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. Allowable non-stormwater discharges can be found under Illicit Discharge PDD at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html>. **Contact Information:** The CDPHE Water Quality Control Division (telephone #'s listed above).

Erosion and Sediment Control Practices - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified in that permit. In situations where a stormwater permit is not required, all reasonable measures should be taken to minimize erosion and sedimentation according to CDOT Standard Specifications 107.25, 208, 213 and 216 (<https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs/2011-specs-book>). All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide (available from the Bid Plans Office at (303) 757-9313) should be used to design erosion controls and restore disturbed vegetation.

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact CDPHE (telephone #'s listed above).

Noxious Weeds and Invasive Species Management Plan - Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (<https://www.colorado.gov/pacific/agconservation/noxiousweeds>) and the Colorado Division of Parks and Wildlife (<http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx>). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. **Contact Information:** Contact CDPHE or find additional information on the CDOT website: <https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs> and refer to the specifications and their revisions for sections 101, 107 and 208.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at <https://www.colorado.gov/pacific/cdphe/emergency-reporting-line>.

About This Form - Questions or comments about this Information Summary may be directed to Alex Karami, Program Administrator, CDOT Access Management Unit, at (303) 757-9841, alex.karami@state.co.us.



What is stormwater runoff?

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like roads and sidewalks prevent stormwater from naturally soaking into the ground

Why is stormwater runoff a problem?

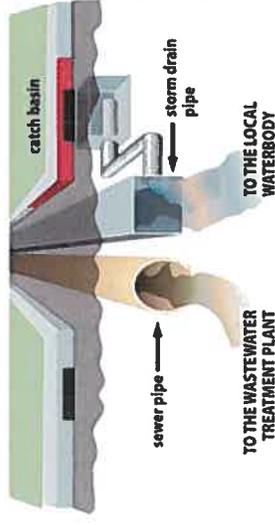
Stormwater can pick up debris, chemicals, dirt and other pollutants and flow into CDOT's storm drain system or directly into a stream, river, lake, wetland or reservoir. Anything that enters CDOT's storm drain system is discharged untreated into the waterways we use for fishing, swimming, and providing drinking water.



Dredged spoil, silt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, pH, wrecked or discarded equipment, rock, sand, any industrial, municipal, or agricultural waste.

Water Quality Program Industrial Facilities Program

CDOT has a Municipal Separate Storm Sewer System permit, otherwise known as (MS4) from the Colorado Department of Public Health and Environment. The permit states that only stormwater can be discharged from CDOT's storm drain system



Tips for Reporting an Illicit Discharge

Call the illicit discharge hotline at (303) 512-4426
From a safe distance try to estimate the amount of the discharge.
Identify characteristics of the discharge (color, odor, algae, etc.).
Obtain information on the vehicle dumping the waste (if applicable).
Do not approach!
Call *CSP for illicit dumping.
If possible, take a photo, record a license plate.

REMEMBER:
Never get too close to the illicit discharge, it may be dangerous!!!

For more information on CDOT Utility Permits:

<https://www.codot.gov/business/permits/utilityspecialuse>

For more information on CDOT Access Permits:

<https://www.codot.gov/business/permits/accesspermits>

For more information on CDOT Water Quality Program:

Water Quality Program Manager
4201 E. Arkansas Ave.
Shumate Building
Denver, Colorado 80222
303-757-9343

As part of the permit, CDOT has several different programs to prevent pollutants from entering into the storm drain system:

- Construction Site Program
- New Development Redevelopment Program
- Illicit Discharge Program
- Industrial Facilities Program
- Public Education and Outreach Program
- Pollution Prevention and Good Housekeeping Program
- Wet Weather Monitoring Program



CDOT defines a utility, or utility facility as any privately, publicly, or cooperatively owned line, facility, or system producing, transmitting or distributing the following:

- ✓ Communications
- ✓ Cable television
- ✓ Power
- ✓ Electricity
- ✓ Light
- ✓ Heat Gas
- ✓ Oil
- ✓ Crude Products
- ✓ Water
- ✓ Stream
- ✓ Waste
- ✓ Stormwater not connected with highway drainage
- ✓ Similar Commodity

Industrial Facilities Program Elements:

1. Educate and outreach to owners or operators that have potential to contribute substantial pollutant to water.
2. Report and include information on discharge and water quality concerns. Provide written notification within 15 days of discovery to CDPHE.
3. Submit an annual report to CDPHE containing the number of informational brochures distributed; name and title of each individual trained.

Education

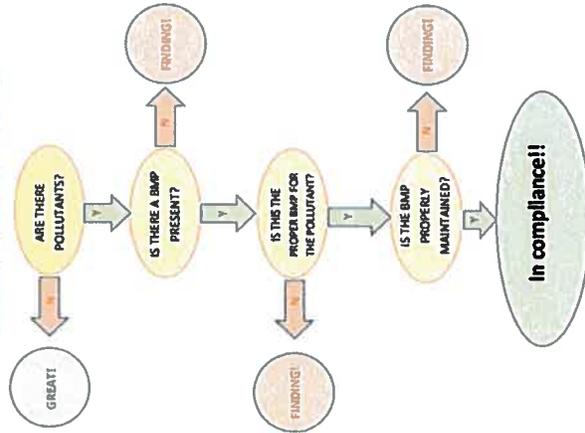
There are instances when a utility company or other entity doing work in the state highway right-of-way will require some type of environmental permit or clearance for that work. CDOT has put together an Environmental Clearances Information Summary for those applying for a CDOT Utility and Special Use Permit or Access Permit to obtain all required clearances. This fact sheet is given to each permittee and is available at:

<http://www.coloradodot.info/programs/environmental/resources/guidance-standards/Environmental%20Clearances%20Info%20Summary.pdf>

Control Measures for Industrial Facilities

Industrial facilities can use control measures (CM) otherwise known as Best Management Practices (BMP) during the construction of a facility and when operating the facility. Control measures are schedules of activities, maintenance procedures, and other management practices to prevent and reduce pollution entering into CDOT's storm drain system. Control Measures also include treatment, operating procedures, and practices to control site run off which can include structural and non-structural controls.

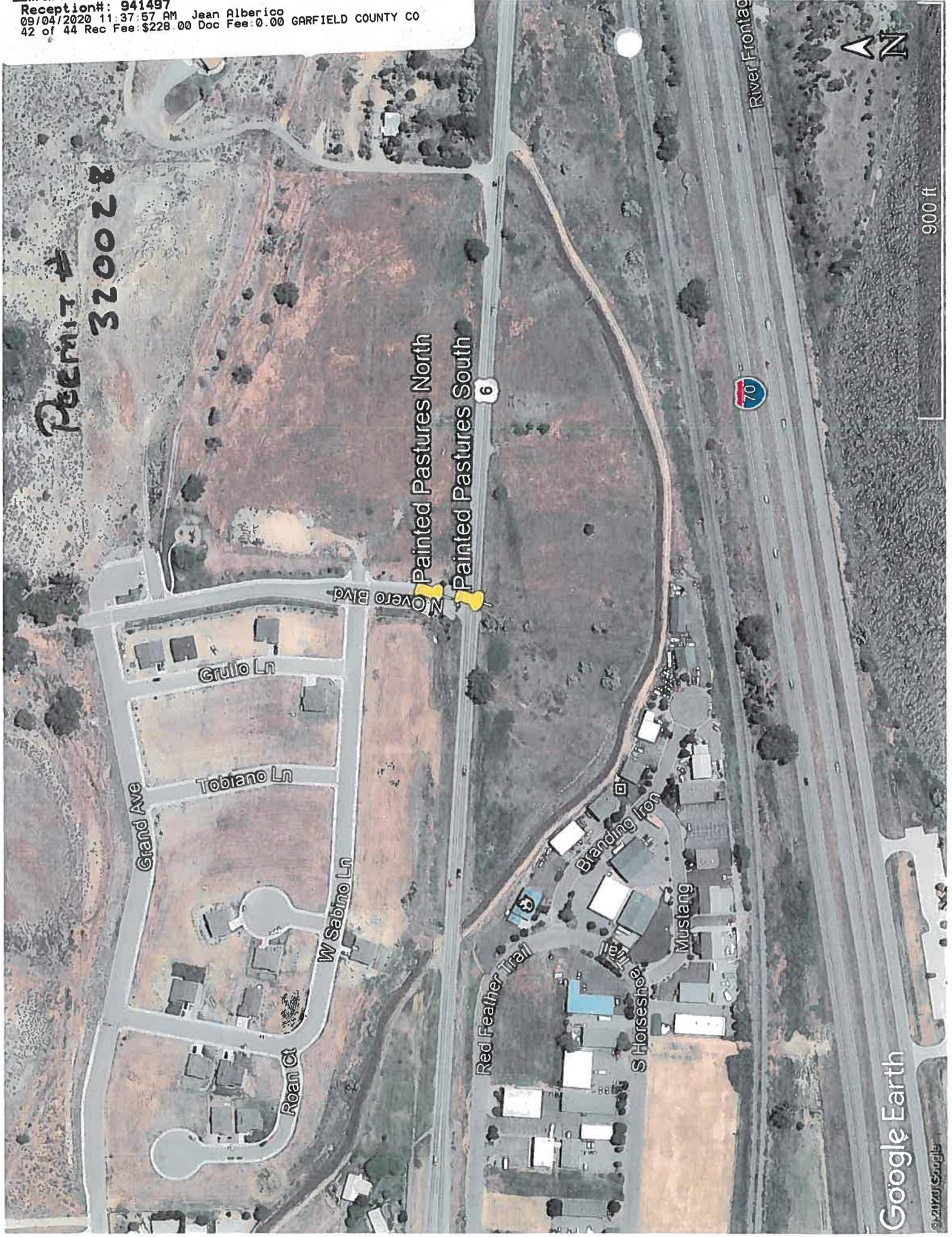
THE GAUNTLET



Reception #: 941497
09/04/2020 11:37:57 AM Jean Alberico
41 of 44 Rec Fee: \$228.00 Doc Fee: 0.00 GARFIELD COUNTY CO

Reception#: 941497
09/04/2020 11:37:57 AM Jean Alberico
42 of 44 Rec Fee: \$228.00 Doc Fee: 0.00 GARFIELD COUNTY CO

Permit # 320028



Painted Pastures North

Painted Pastures South



900 ft

Google Earth

© 2020 Google

**COLORADO DEPARTMENT OF TRANSPORTATION
 STATE HIGHWAY ACCESS PERMIT APPLICATION**

Issuing authority application acceptance date:

Instructions:

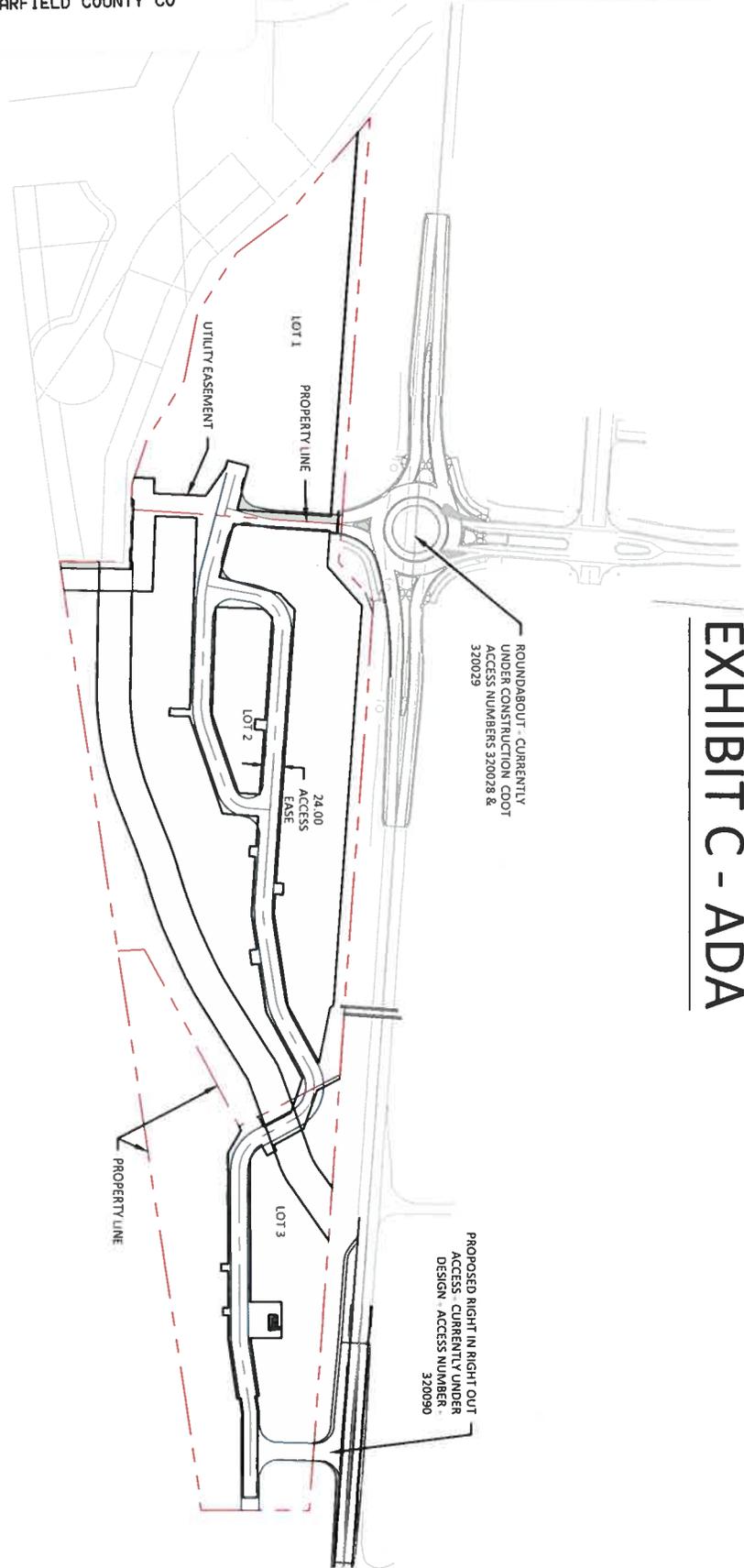
- Contact the Colorado Department of Transportation (CDOT) or your local government to determine your issuing authority.
- Contact the issuing authority to determine what plans and other documents are required to be submitted with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and Submit it to the issuing authority.
- Submit an application for each access affected.
- If you have any questions contact the Issuing authority.
- For additional information see CDOT's Access Management website at <https://www.codot.gov/business/permits/accesspermits>

Please print or type

1) Property owner (Permittee) Raley Ranch, LLC - c/o John Tallichet		2) Applicant or Agent for permittee (if different from property owner) Yancy Nichol - Sopris Engineering LLC	
Street address 209 Grullo Lane		Mailing address 502 Main Street Suite A3	
City, state & zip Silt, CO 81652	Phone # 970-379-5001	City, state & zip Carbondale, CO 81623	Phone # (required) 970-704-0311
E-mail address Tobyguccini@gmail.com		E-mail address if available ynichol@sopriseng.com	
3) Address of property to be served by permit (required) 34487 Highway 6 & 24, Silt, CO 81652			
4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one? county Garfield subdivision Painted Pastures block lot section 11 township 6 S range 92 W			
5) What State Highway are you requesting access from? Highway 6 & 24		6) What side of the highway? <input type="checkbox"/> N <input checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	
7) How many feet is the proposed access from the nearest mile post? ±1,350 feet <input type="checkbox"/> N <input checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from: MP 100		How many feet is the proposed access from the nearest cross street? 2,060 feet <input type="checkbox"/> N <input checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from: Lyon Boulevard	
8) What is the approximate date you intend to begin construction? 7/1/2020			
9) Check here if you are requesting a: <input type="checkbox"/> new access <input type="checkbox"/> temporary access (duration anticipated:) <input checked="" type="checkbox"/> improvement to existing access <input type="checkbox"/> change in access use <input type="checkbox"/> removal of access <input type="checkbox"/> relocation of an existing access (provide detail)			
10) Provide existing property use Agriculture, vacant land			
11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest? <input type="checkbox"/> no <input checked="" type="checkbox"/> yes, if yes - what are the permit number(s) and provide copies: See attached and/or, permit date: The existing permits have since expired.			
12) Does the property owner own or have any interests in any adjacent property? <input type="checkbox"/> no <input checked="" type="checkbox"/> yes, if yes - please describe: 120 acres east of Davis Point (±2,500ft east)			
13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property? <input type="checkbox"/> no <input checked="" type="checkbox"/> yes - list them on your plans and indicate the proposed and existing access points.			
14) If you are requesting agricultural field access - how many acres will the access serve? N/A			
15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.			
business/land use	square footage	business	square footage
First floor retail	23,100		
16) If you are requesting residential development access, what is the type (single family, apartment, townhouse) and number of units?			
type	number of units	type	number of units
Multi-Family	172		
17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.			
Indicate if your counts are <input checked="" type="checkbox"/> peak hour volumes or <input type="checkbox"/> average daily volumes.		# of passenger cars and light trucks at peak hour volumes 165	# of multi unit trucks at peak hour volumes
# of single unit vehicles in excess of 30 ft.		# of farm vehicles (field equipment)	Total count of all vehicles 165

9.01am

EXHIBIT C - ADA



SHEET 1 OF 1 JOB NO. 19112 DATE: 08-31-2020	VILLAGE @ PAINTED PASTURES SILT, COLORADO	NO.	REVISION	BY	DATE	SOPRIS ENGINEERING, LLC. CIVIL CONSULTANTS 502 MAIN STREET CARBONDALE, CO 81623 (970) 704-0311 FAX: (970)-704-0313
	EXHIBIT C - ADA					
	EXHIBIT					