



## **Letter of Transmittal**

**DATE:** May 30, 2014

**RE:** Connell Carr Pit (M-2014-001)

**TO:** Division of Reclamation, Mining, and Safety  
**Attn:** Mr. Peter Hays  
1313 Sherman Street, Room 215  
Denver, Colorado 80203  
(303) 866-3567

**FROM:** Bill Schenderlein  
Blue Earth Solutions, LLC  
P.O. Box 2427  
Fort Collins, Colorado 80522  
(970) 227-2803

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**WE TRANSMIT:**

- Attached  
 Information Below

**THE FOLLOWING:**

- Originals  
 Copy of Letter  
 Applications  
 Specifications  
 Other

**FOR YOUR:**

- Use  
 Approval  
 Information  
 Review & Comment

**Remarks:**

Peter – as we previously discussed, we have attached the road maintenance agreement between Connell Resources, Inc. and Weld County Public Works. This agreement currently covers the Tucker Pit operation, but as we progress through our county permitting it is being amended to include the Connell Carr Pit.

Signed: 

## RESOLUTION

**RE: APPROVE IMPROVEMENTS AGREEMENT ACCORDING TO POLICY REGARDING COLLATERAL FOR IMPROVEMENTS, AUTHORIZE CHAIR TO SIGN, AND ACCEPT COLLATERAL FOR TUCKER GRAVEL PIT, USE BY SPECIAL REVIEW PERMIT #411 – TERRY GRAZING ASSOCIATION, JRT LTD PARTNERSHIP, AND CONNELL RESOURCES, INC.**

**WHEREAS**, the Board of County Commissioners of Weld County, Colorado, pursuant to Colorado statute and the Weld County Home Rule Charter, is vested with the authority of administering the affairs of Weld County, Colorado, and

**WHEREAS**, on March 17, 1980, the Weld County Board of Commissioners approved Use by Special Review Permit #411, for Tucker Construction Company, c/o Lee Tucker, 4563 East County Road 68, Wellington, Colorado 80549, for an open cut mine operation on the following described real estate, to-wit:

A tract of land located more particularly described as follows: all of Section 17 (except .299a AT & T in the SW1/4, SW1/4) and the N1/2 NE1/4 of Section 20, all located in Township 11 North, Range 67 West of the 6th P.M., Weld County, Colorado

**WHEREAS**, on February 1, 2012, the Department of Planning Services received notification from Varra Companies, Inc., of a transfer of ownership for the Tucker Aggregate Mine to Connell Resources, Inc., c/o Larry Johnson, 7785 Highland Meadows Parkway, Suite 100, Fort Collins, Colorado 80528, and

**WHEREAS**, pursuant to certain Conditions of Approval, the Board has been presented with an Improvements Agreement According to Policy Regarding Collateral for Improvements to Tucker Gravel Pit, between the County of Weld, State of Colorado, by and through the Board of County Commissioners of Weld County, and Terry Grazing Association, JRT Ltd Partnership, and Connell Resources, Inc., with terms and conditions being as stated in said agreement, and

**WHEREAS**, the Board has been presented with Company Check #280164 from Connell Resources, Inc., drawn on Wells Fargo Bank, N.A., Denver, Colorado, in the amount of \$3,600.00, and

**WHEREAS**, after review, the Board deems it advisable to approve said agreement and accept said Business Check as stated above, copies of which are attached hereto and incorporated herein by reference.

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Steve Moreno, Clerk and Recorder, Weld County, CO



CC: PW, PL  
2/13/13

2013-0354  
PL1487

IMPROVEMENTS AGREEMENT – TERRY GRAZING ASSOCIATION, JRT LTD PARTNERSHIP, AND CONNELL RESOURCES, INC.  
PAGE 2

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Weld County, Colorado, that the Improvements Agreement According to Policy Regarding Collateral for Improvements between the County of Weld, State of Colorado, by and through the Board of County Commissioners of Weld County, and Terry Grazing Association, JRT Ltd Partnership, and Connell Resources, Inc., be, and hereby is, approved.

**BE IT FURTHER RESOLVED** that Company Check #280164 from Connell Resources, Inc., drawn on Wells Fargo Bank, N.A., Denver, Colorado, in the amount of \$3,600.00, be and hereby is, accepted.

**BE IT FURTHER RESOLVED** by the Board that the Chair be, and hereby is, authorized to sign said agreement.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on the 4th day of February, A.D., 2013.

BOARD OF COUNTY COMMISSIONERS  
WELD COUNTY, COLORADO

ATTEST: Monica Daines-Rick  
Weld County Clerk to the Board

William F. Garcia  
William F. Garcia, Chair

BY: Julie Watson  
Deputy Clerk to the Board

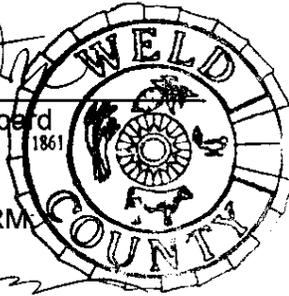
Douglas Rademacher  
Douglas Rademacher, Pro-Tem

Sean P. Conway  
Sean P. Conway

APPROVED AS TO FORM:  
[Signature]  
County Attorney

Mike Freeman  
Mike Freeman

Barbara Kirkmeyer  
Barbara Kirkmeyer



Date of signature: **FEB 13 2013**



IMPROVEMENTS AGREEMENT ACCORDING TO  
POLICY REGARDING COLLATERAL FOR IMPROVEMENTS  
TUCKER GRAVEL PIT - SUP-411

**Part 1: Site Specific Provisions**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the County of Weld, State of Colorado, acting through its Board of County Commissioners, hereinafter called "County," and Terry Grazing Association and JRT Limited Partnership, hereinafter called "Property Owner" and Connell Resources, Inc., hereinafter called "Lessee".

WITNESSETH:

WHEREAS, Property Owner is the owner of, the following described property in the County of Weld, Colorado:

Section 17 and the N2 NE4 of Section 09, T11N,  
R67 West of the 6th P.M., Weld County, Colorado

hereinafter referred to as "the Property," and

WHEREAS Lessee has leased the Property from the Property Owner, and

WHEREAS, County has approved land use permits for a Mineral Resource Development Facility, including a Hot Mix Asphalt Plant and Gravel Mining, on approximately 719 acres on the above described real property, and

WHEREAS, the parties agree that in the operation of its business, Property Owner and Lessee have actually utilized Weld County roads as haul routes, including Weld County Road 126, and

WHEREAS, the parties recognize that Property Owner's and Lessee's use of Weld County roads as haul routes, including Weld County Road 126 makes it appropriate that Property Owner and Lessee share in the maintenance of said road, and

WHEREAS, the parties agree that Property Owner and Lessee shall provide collateral for all future on-site and off-site improvements required by this Agreement when the Property Owner and Lessee submit and receive approval of an application for a Grading Permit, Building Permit or for a Right-Of-Way Permit for construction of accesses and work within the County and/or State of Colorado Right-Of-Way, as denoted by the phrase "When Applicable" in Sections, A, D, and E below. (For purposes of this Agreement, except as provided in Section E.7.5, "Triggering Event" shall be defined as, (1) the application for a Grading Permit, Building Permit or for a Right-Of-Way Permit by Property Owner or Lessee.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and of the promises and covenants contained herein, the parties hereto promise, covenant and agree as follows:

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2013-0354

A. Potential Future Required Off-Site Improvements: (When Applicable)

1.0 Weld County Roads: In the future, Property Owner and/or Lessee may be responsible for the construction of certain on-site and off-site safety improvements which shall include: construction of adequate turning radii sixty (60) feet, drainage and signage installations at the main entrance and exit which extend partially into the Weld County ROW's, as indicated on the accepted Construction Plans. The main entrance improvements may include; a double cattle guard set (one right after the other), placed back to back across the entire width of the roadway to ensure a complete revolution of the truck tires in order minimize the tracking of mud and debris onto the adjacent County road. (See Section D.2.0 of this Agreement). Granting of any new point of access may generate additional obligations with County for Off-Site Improvements and the need to post additional "Road Maintenance Collateral".

2.0 Road Improvements Responsibilities: Property Owner and/or Lessee shall be solely responsible for all designated improvements, as specified above in Section A.1.0, on Weld County roads, and for any construction improvements mandated by the Colorado Department of Transportation (hereinafter "CDOT") and/or the County, and for all expenses associated therewith. These responsibilities include, but are not limited to the following: design, survey, utility locates, present and future right-of-way clearances and permits, coordination with oil and gas operators and facilities, affected railroad facilities and affected irrigation facilities, traffic control, and project safety during construction. Property Owner and/or Lessee shall obey all applicable regulations issued by the Occupational Safety and Health Administration (hereinafter "OSHA"), CDOT, Colorado Department of Public Health and Environment, (hereinafter "CDPHE") and other Federal, State or County regulatory agencies.

3.0 Engineering Design and Construction Plans: For Off-Site Improvements as set forth in Section A 1-2 above, all engineering designs and Construction Plans must be provided by Property Owner and/or Lessee. These Plans, when reviewed and accepted by the Weld County Engineer, shall be a part of the Plans, which are a part of this Agreement. If applicable, all plans showing work within the State Highway Right-Of-Way shall be reviewed and accepted by the Colorado Department of Transportation, prior to the start of construction. For all construction in the County right-of-way, prior to the issuance of any access permit or right-of-way permit, a construction schedule giving times and locations of all proposed improvements shall be provided to Public Works for review and acceptance.

4.0 Construction Standards: All construction and materials controls for the project and any designated improvements shall conform to the requirements in effect at the time of the completion of the improvements set forth in the "Standard Specifications for Road and Bridge Construction" provided by CDOT.

5.0 Traffic Control: Prior to any construction in the County and/or State Right-Of-Way and as a condition of issuance of any access permit or Right-Of-Way permit, the applicant shall submit a traffic control plan for County review. During construction, appropriate safety signage shall be posted in accordance with the then current version of the "Manual of Uniform Traffic Control Devices".

6.0 Off-Site Dust Control/Abatement and/or Paving (If Applicable): Property Owner and/or Lessee shall be required to provide a proportionate share of dust abatement along Weld



County Roads then being utilized by SUP-411 approximately two to five times per year, as determined by the County. County will determine the proportionate share of dust control. In the future, following County's determination that some portion of Weld County Road 126 be paved, Property Owner and/or Lessee shall pay its proportionate share of related paving costs. The proportionate share will be based upon the monthly Truck Weigh Scale Ticket Report (TWST Report") which details the haul route utilized by each haul truck using the SUP-411 facility. The amount and extent of dust control and paving measures will be determined by site-specific conditions at the time, as determined exclusively by County personnel. In order to accurately determine total Property Owner and/or Lessee haul truck traffic, the County reserves the right to install traffic counters on the driveway(s) of their facility. The County will have sole responsibility for determination of the percentage of truck traffic on all affected roads.

7.0 Future Improvements: Future improvements to the haul route(s) may be required by County. Property Owner shall address all County and/or Colorado Department of Transportation (CDOT) access issues associated with afore-mentioned haul route. Future CDOT or County mandated measures may include improvements to the intersection of WCR 126 and I-25 Frontage Road, or any other intersections or roadways then utilized by Property Owner and/or Lessee. Property Owner and/or Lessee shall pay a proportionate cost share of the cost of the entire project including engineering designs and construction plans. The proportionate share will be based upon the monthly Truck Weigh Scale Ticket Report ("TWST Report"), furnished by the Lessee, which details the haul route utilized by each haul truck using the SUP-411 facility. County personnel alone shall make all determinations regarding the gathering of and use of traffic data when making decisions regarding cost sharing. In order to accurately determine the total Property Owner and/or Lessee haul truck traffic, the County reserves the right to install traffic counters on the driveway(s) of their facility. Future improvements will be subject to any Federal, State or County regulations in place at the time the improvement project is initiated.

8.0 Timing of Improvements: Subject to the provisions of Weld County Code Sec. 23-2-290 and any conditions or considerations granted by the Board of County Commissioners, Property Owner and/or Lessee shall not be required to complete the aforementioned potential offsite improvements as described in Section A 1.0 through A 7.0 until County determines that such improvement(s) are necessary. At that time, Property Owner and/or Lessee agree(s) that the required collateral will be posted and all on-site and offsite improvements shall be completed within the parameters established in Section E.-7.2 and Exhibit B, herein.

9.0 Acceptance of Off-Site Improvements: Upon completion of off-site improvements, Property Owner and/or Lessee shall contact a representative of the Weld County Department of Public Works and request an inspection of the off-site improvements described in Paragraph A.1.0-2.0 above. The County's representatives may then initiate the acceptance process set forth in Paragraphs E.6.0, sections 6.1-6.3.

9.1 All references in this Agreement to "Acceptance of Improvements" shall refer to the County confirming completion of said improvement(s) according to the accepted Construction Plans. By accepting any improvement, the County does not thereby accept said improvement for purposes of future maintenance, nor does the County accept any present or future responsibilities or obligations relative to these improvements.

B. Haul Routes:

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1.0 Established Haul Routes:

- 1.1 Exiting or entering the site: Haul trucks shall enter or exit the site at the approved access onto the I-25 Frontage Road and proceed south to the intersection with WCR 126.
- 1.2 The Primary Haul Route will be I-25, both northbound and southbound.
- 1.3 The Secondary Haul Route will begin at the intersection of the I-25 Frontage Road and WCR 126, and continue eastward on WCR 126 to the Secondary Haul Route terminus at US 85, on the east.
- 1.4 No haul truck may exceed CDOT required specifications for pounds per axle.
- 1.5 In unusual or rare occasions, if particular projects mandate deviation from the above-mentioned haul route for a limited period of time (which is defined in the Agreement as a period of not more than thirty days), which shall be established by County at the time that the deviation is allowed. If County approves such deviation, trucks will utilize paved county roads whenever possible. A deviation from the established Haul route lasting more than thirty (30) days or requests for two or more deviations within a twelve month period shall be subject to the terms of Paragraph 4.0 of this Section B. In the event that haul truck traffic, in excess of 15% of the daily facility truck trips, utilizes alternate haul routes, the provisions of Paragraph 4.0 of this Section B shall be triggered.

2.0 Haul Route Signage: (Not Applicable)

3.0 No Deviation from Permitted Haul Routes: No deviation in the use of any roads other than those specifically authorized for use in this Agreement is permitted without the prior written amendment of this Agreement.

4.0 Effect of Future Changes to Haul Routes: In the event that County is requested by Property Owner and/or Lessee to approve the use of an additional access, new haul route, or an alternative haul route as a result of a change in Property Owner and/or Lessee's site activities and/or truck circulation patterns, and if the alternative or additional access or haul route utilized any unpaved portion of County roads, and if County determines that dust control or paving is required on the unpaved portion of said haul route roads, Property Owner and/or Lessee agree(s) that dust control or paving measures to protect the public health, safety, and welfare shall be instituted. County will determine the proportionate share of dust control and/or paving costs to be paid by Property Owner and/or Lessee based upon then current truck trip counts that identify traffic loading due to Property Owner and/or Lessee-sourced traffic. The amount and extent of dust control and paving measures will be determined by site-specific conditions at the time, as determined exclusively by County personnel.

C. Road Maintenance Requirements for Weld County Roads:

1.0 Obligation to Maintain Current and Future Haul Routes: Property Owner and/or Lessee agree(s) to excavate, repair, or patch Lessee's proportionate share of any damage on current or future haul route roads, which in the sole opinion of County has been created by truck hauling to and from the Property. Should Property Owner and/or Lessee's site activities and/or truck circulation patterns change in the future so that County approves an alternate haul route, and all or a significant portion of Property Owner and/or Lessee's sourced traffic no longer utilizes the above-described haul route and instead utilizes other portions of County roads, Property Owner and/or Lessee shall cooperate with County in maintenance of said roads associated with the alternate route or new haul route. The type and method of repair will be determined by the County Engineer or his representative. Repairs shall commence within 48 hours of notification by the County for any roadway damage that exposes the driving public to adverse or unsafe driving conditions. All other repairs shall commence within thirty (30) days of receipt of Weld County's written notice.

Need for Immediate Repairs: In the event of damage to an Approved Haul Route by Property Owner's or Lessee's Project traffic that causes an immediate threat to public health and safety or renders the road impassible ("Significant Damage"), County shall, after inspection, notify Applicant of such Significant Damage. Applicant shall identify the repair required and shall consult with County on the extent, type, timing, materials and quality of repair (i.e. temporary versus permanent) within twenty-four (24) hours after receipt of such notice and shall commence such repair within forty-eight (48) hours after receipt of such notice. If such repair is not commenced within such forty-eight (48) hour period, County shall have the right to draw on the Road Maintenance Collateral and use such funds to perform such repair. If Applicant identifies Significant Damage prior to receiving notice thereof from County, Applicant may commence repair of such Significant Damage and shall concurrently notify County of the extent, type, timing, materials and quality of repair (i.e. temporary versus permanent).

Repair of Road: On or before December 31 of the calendar year in which County staff has determined through site analysis and/or pavement testing that a particular haul route road portion will require paving measures in order to protect the public health, safety, and welfare, and has budgeted sufficient funds for the following calendar year to pay its share of the Repair Costs, County shall notify Property Owner in writing that the Repairs shall be undertaken. Within ninety (90) days of its receipt of County's notice of the need to undertake the road maintenance repairs, Property Owner shall submit Cost Estimates to County for review. Property Owner shall have responsibility for the completion of its proportional share of the repairs on or before December 15 of the year following County's notice of the need for repairs.

In County's sole discretion, County may undertake the repairs. However,

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as Property Owner acknowledges, its operations and use of the haul route on Weld County Road 126 (WCR 126) prior to the date of this Agreement may have caused damage to that road. Therefore, Property Owner shall pay its proportional share for the 2012 WCR 126 Overlay Project by December 15, 2013, or at a later date if deemed acceptable by County.

Property Owner's payment for its Proportionate Share of the road repairs/improvements will be calculated as determined in Sections A.6.0 or A.7.0 of this Agreement, and in a manner consistent with Section C.3.0 of this Agreement. Property Owner may pay its proportional share either through monetary compensation, or, at the sole discretion of County, via in-kind payments deemed acceptable by County.

2.0 Annual Road Inspection: County will conduct a road inspection annually with the cooperation of Property Owner and/or Lessee and all other Property Owners and/or Lessees who are required by County to participate in road improvement/maintenance agreements. As a result of the annual inspection, County, in its sole discretion, shall determine actual conditions and shall further determine what road repair/improvement/maintenance work is to be performed during that construction season. Notification to the Property Owner of the required roadway repairs will be given as soon as the data becomes available.

3.0 Future Road Replacement: At any time in the future, if, in the opinion of County, road damage increases beyond the point that repair of damage cannot maintain the road in a safe and usable condition, Property Owner and/or Lessee shall pay a proportionate share of the cost of a complete restoration. The proportionate share will be based upon the monthly Truck Weigh Scale Ticket Report ("TWST Report"), furnished by the Lessee, which details the haul route utilized by each haul truck using the SUP-411 facility. Notification to the Property Owner of the required roadway replacements will be given as soon as the data becomes available and typically takes place before the end of the year prior to the start of the replacement project, as described in Paragraph C.1 above.

4.0 Sharing of Road Maintenance Responsibilities with Other Property Owner and/or Lessees: It is anticipated that Property Owner and/or Lessee and other Property Owners and/or Lessees subject to agreements similar to this Agreement will perform the required road maintenance work and will share in the equipment, labor, and materials required. Any such sharing arrangement between Property Owner and/or Lessee and other Property Owners and/or Lessees shall be conducted pursuant to separate agreements between the Property Owner and/or Lessee and other Property Owners and/or Lessees. County shall approve the Agreements only to determine whether the required improvements/maintenance projects have been adequately addressed. County alone shall determine the sufficiency of all road improvement/maintenance projects when completed.

5.0 Violation of Terms of Agreement: If Property Owner and/or Lessee do/does not perform as outlined in this Agreement and Exhibits A and B, such non-performance will constitute a violation of land use permit-SUP-411 granted by County, and County will take whatever remedial measures it deems necessary against Property Owner and/or Lessee. In addition to any other remedy available to the County in law or equity, a failure to comply with this Agreement shall be considered grounds for setting a probable cause hearing according to the

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procedures described in Section 2-4-40 of Weld County Code. Revocation of SUP-411 as it now exists or may, from time to time, be amended is a remedy which County may impose.

D. Future On-Site Improvements (When Applicable):

1.0 Landscaping Requirements: Property Owner and/or Lessee shall landscape and/or maintain the landscaping and re-seeding of the property where applicable as shown on the accepted Construction Plans and SUP-411 plat map. Specifically, Property Owner and/or Lessee shall at its own expense, plant, install and/or maintain all trees, grass and shrubs and other landscaping and reseeding where applicable as shown on the accepted Construction Plans and SUP-411 plat map. Additionally, the Property Owner and/or Lessee shall install and/or maintain fencing to screen the property where applicable as indicated on the accepted Construction Plans and SUP-411 plat map. In the event any of these improvements may include work extending into the County Right-of-Way in which case a Right-Of-Way or access permit is required.

2.0 Potential On-Site Grading, Drainage Facilities and Paving: Property Owner and/or Lessee shall, at its sole expense, grade and/or pave, if applicable, specified roadway portions, accesses, easements and parking areas, and install accepted drainage and signage components, adjacent to or within the interior portion of the property in accordance with the directives of the Weld County Department of Public Works and Department of Planning Services, as further described in the accepted Construction Plans and SUP-411 plat map. The main entrance improvements will include; construction of adequate turning radii at the main site entrances onto Weld County roads, an appropriately sized drainage culvert, and two cattle guards placed back-to-back across the entire width of the roadway, to ensure a complete revolution of the truck tires and to minimize the tracking of mud and debris onto Weld County roads. Any other on-site improvements shall be completed as indicated on the accepted Construction Plans for this facility. Property Owner and/or Lessee shall be responsible for all maintenance of any onsite improvements. Refer to Section A., paragraph 1.0 of this agreement for specific paving requirements extending into the facility site from Weld County roads. Additional infrastructure improvements will be addressed at the time of application for any future amended USR. Some of these improvements may include work extending into State or County Right-Of-Way in which case a Right-Of-Way or access permit is required.

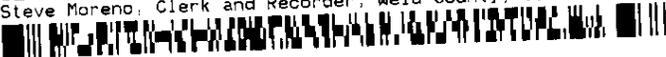
3.0 Timing of Improvements: Property Owner and/or Lessee shall not be required to initiate the landscaping requirements unless and until the County requires such improvements. Thereafter, a grading permit will be required to initiate the improvements, but will not be released until collateral is posted for the required on-site and off-site improvements and the final Construction Plans have been submitted to and accepted by the Department of Public Works. Access and/or Right-Of-Way permits might also be required prior to approval of the grading permit. Grading shall not commence until Construction Plans are accepted. Any alterations to the accepted Construction Plans must be accepted in writing by the County Planning and Public Works Departments. At that time, and unless otherwise amended, Property Owner and/or Lessee agrees that all landscaping and other on-site improvements, as indicated in Section D. 2.0 above shall be completed within the parameters established in Section E. 7.2 and Exhibit B.

3.0 Acceptance of On-Site Improvements: Upon completion of the on-site improvements, Property Owner and/or Lessee shall contact the County Department of Planning Services and the County Department of Public Works and request an inspection of the on-site

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improvements described in Paragraph D.1.0 and D.2.0 above. The County's representatives may then initiate the process for "Acceptance of Improvements" set forth in Paragraph E. 6.0, sections 6.1-6.3.

*"End of Part 1"*

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IMPROVEMENTS AGREEMENT ACCORDING TO  
POLICY REGARDING COLLATERAL FOR IMPROVEMENTS  
Tucker Gravel Pit – SUP-411

**Part 2: General Provisions**

E. General Requirements:

1.0 Engineering Services: Property Owner and/or Lessee shall furnish, at its own expense, all engineering services in connection with the design and construction of the improvements identified on the accepted Construction Plans according to the construction schedule set forth in Exhibit “B,” both of which are attached hereto and incorporated herein by reference.

- 1.1 The required engineering services shall be performed by a Professional Engineer and Land Surveyor registered in the State of Colorado, and shall conform to the standards and criteria established by the County for public improvements.
- 1.2 The required engineering services shall consist of, but not be limited to, surveys, designs, plans and profiles, estimates, construction supervision, and the submission of necessary documents to the County.
- 1.3 Property Owner and/or Lessee shall furnish construction drawings for the road improvements on public rights-of-way or easements and all improvements interior on the Property for approval prior to the letting of any construction contract.

2.0 Rights-of-way and Easements: Before commencing the construction of any improvements herein agreed upon for public rights-of-way or easements, Property Owner and/or Lessee shall acquire, at the sole expense of Property Owner and/or Lessee, good and sufficient rights-of-way and easements on all lands and facilities traversed by the proposed improvements. All such rights-of-way and easements used for the construction of roads to be accepted by the County shall be conveyed to the County and the documents of conveyance shall be furnished to the County for recording.

3.0 Construction: Property Owner and/or Lessee shall furnish and install, at its own expense, the improvements identified on the accepted Construction Plans and SUP-411 Plat Map, be solely responsible for the costs listed on Exhibit “A”, and described in parts A and D of this agreement, which are attached hereto and/or incorporated herein by reference, with the improvements interior to the Property being completed by the dates set forth on Exhibit “B” (On-Site), and improvements to public rights-of-way or easements being completed also in accordance with the schedule set forth in Exhibit “B” (Off-Site). The Board of County Commissioners, at its option, may grant an extension of the time of completion set forth in Exhibit B stated herein upon application by the Property Owner and/or Lessee.

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- 3.1 Said construction shall be in strict conformance to the plans and drawings accepted by the County and the specifications adopted by the County.
- 3.2 Property Owner and/or Lessee shall employ, at its own expense, a qualified testing company previously approved by the County to perform all testing of materials or construction; and shall furnish copies of test results to the County. If County discovers inconsistencies in the testing results, Property Owner and/or Lessee shall employ at its expense a third party qualified testing company approved by County. Such third party shall furnish the certified results of all such testing to the County.
- 3.3 At all times during said construction, the County shall have the right to test and inspect, or to require testing and inspection of material and work, at Property Owner and/or Lessee's expense. Any material or work not conforming to the accepted plans and specifications, to include but not limited to damages to property adjacent to the construction plan area shall be repaired, removed or replaced to the satisfaction of the County at the expense of Property Owner and/or Lessee.

4.0 Release of Liability: To the extent allowed by law, each party to this Agreement (the "Indemnifying Party") shall indemnify and hold harmless the other party (the "Indemnified Party") from any and all liability, loss and damage the Indemnified Party may suffer as a result of all suits, actions or claims of every nature and description caused by, arising from, or on account of the negligent or intentional act of the Indemnifying Party or its officers, agents, employees, except for the liability, loss, or damage arising from the negligent or intentional act of the Indemnified Party. All contractors and other employees engaged by Applicant and County in construction of the On-Site and Off-Site Improvements shall maintain adequate worker's compensation insurance and public liability insurance coverage, and shall operate in strict accordance with the laws and regulations of the State of Colorado governing occupational safety and health. The obligations of the Applicant under this paragraph shall not extend to any judgments against County which are in excess of the limitations on liability set forth in the Colorado Government Immunity Act, C.R.S. Section 24-10-101, et. seq., to the maximum extent that such limitations or liability are applicable.

5.0 Warranty of On-Site and/or Off-Site Improvements: Property Owner and/or Lessee shall warranty all improvements to public rights-of-way, (if any), and all privately created and maintained roads or rights-of-way, or easements, and all on-site improvements for a period of two (2) years. The warranty period shall begin only after the County's execution of a written acceptance of the improvement(s).

6.0 Acceptance of On-Site and/or Off-Site Improvements by the County: Upon compliance with the following procedures by the Property Owner and/or Lessee, the improvements shall be deemed accepted by the County.

- 6.1 If requested by the Property Owner and/or Lessee and approved by the County, portions of the improvements may be placed in service when completed according to the schedule shown on Exhibit "B," but such use

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and operation shall not, alone, constitute an acceptance of said portions of the improvements.

6.2 County may, at its option, issue building permits for construction for which the improvements detailed herein have been started but not completed according to the schedule shown on Exhibit "B," and may continue to issue building permits so long as the progress of work on the USR improvements in that phase of the USR is satisfactory to the County, and all terms of this Agreement have been faithfully kept by Applicant.

6.3a Upon completion of the construction of the required off-site improvements, and the filing of a Statement of Substantial Compliance by Property Owner and/or Lessee's engineer, Property Owner and/or Lessee may, as set forth in Paragraph A.9.0, request in writing that the County inspect the improvements and recommend to the Board of County Commissioners that the improvements be accepted and further that the two-year warranty period begin. Upon completion of the two-year warranty period, the County Engineer shall, upon request by the applicant, inspect the subject improvements, and notify the Property Owner and/or Lessee of any deficiencies. If any deficiencies are discovered, the Property Owner and/or Lessee shall correct the deficiencies. The County Engineer shall reinspect the improvements after notification from Property Owner and/or Lessee that said deficiencies have been corrected. If the County Engineer finds that the improvements are constructed according to County standards, he or she shall recommend full acceptance. Upon a receipt of a positive unqualified written recommendation from the County Engineer for acceptance of improvements within the USR, the Board of County Commissioners shall fully accept said improvements.

6.3b Upon completion of the construction of the required on-site improvements, and the filing of a Statement of Substantial Compliance, when necessary, by Property Owner and/or Lessee's engineer, Property Owner and/or Lessee may, as set forth in Paragraph D.4.0, request in writing that the County inspect the improvements and recommend to the Board of County Commissioners that the improvements be accepted and further that the two-year warranty period begin. Upon completion of the two-year warranty period, the County Engineer and/or the Weld County Department of Planning Services shall, upon request of Property Owner and/or Lessee, inspect the subject improvements, and notify Property Owner and/or Lessee of any deficiencies. If any deficiencies are discovered, Property Owner and/or Lessee shall correct the deficiencies. The County Engineer and /or the Department of Planning Services shall re-inspect the improvements after notification from Property Owner and/or Lessee that said deficiencies have been corrected. If the County Engineer and/or Department of Planning Services find that the improvements are constructed according to County standards, the County Engineer and/or Department representative shall recommend full acceptance. Upon a



receipt of a positive unqualified written recommendation from the County Engineer and/or the Department of Planning Services for acceptance of improvements within the SUP, the Board of County Commissioners shall fully accept said improvements.

7.0 General Requirements for Collateral (When Applicable):

- 7.1 County requires Property Owner and/or Lessee to provide collateral to guaranty all of Property Owner and/or Lessee's obligations under this Agreement: (1) Project Collateral for completion of all improvement described in this Agreement shall be provided separately for on-site improvements and off-site improvements; (2) Warranty Collateral required for all improvements during the warranty phase; and (3) Road Maintenance Collateral (If Applicable) to be kept in place for the life of the permit.
- 7.2 Project Collateral submitted to Weld County to guarantee completion of the improvements identified on the accepted Construction Plans and SUP-411 Plat Map and further enumerated in the costs listed in Exhibit "A", must be equivalent to One-Hundred percent (100%) of the value of the improvements as shown in this Agreement. Collateral for Off-Site improvements that extend partially off-site as mentioned in Section A.1.0 (if any) or D.2.0 of this Agreement that include only improvements involving turning radii and approaches can be included as part of the On-Site collateral amount, if clearly delineated on accepted Construction Plans and differentiated as "Entrance Improvements" on Exhibit "A" On-Site Improvements of this Agreement. This collateral must be submitted to County upon the submission of the Property Owner and/or Lessee's application of a grading permit, building permit, and/or right-of way permit, or at a time determined acceptable by the Board of County Commissioners, and shall be held in total by County as provided in Paragraph E. 7.3 below until all improvements have been completed.
- 7.3 Warranty Collateral for all on-site and off-site improvements shall be submitted to County and shall be held in total by the County for two (2) years following its written acceptance of the improvement(s).
- 7.4 In the event Property Owner and/or Lessee fails to adequately complete and/or repair improvements associated with this Improvements Agreement, County will access, in its sole discretion, Project or Warranty Collateral to the extent necessary to complete said improvements or repairs in order to preserve public interest.
- 7.5 Road Maintenance Collateral shall be submitted to County upon the release of the warranty collateral by the Board of County Commissioners or at the time of approval of this Agreement, if no Project Collateral was initially submitted. Road Maintenance Collateral is held for use on roads

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associated with the designated haul route. The amount of the collateral required for road maintenance shall be one percent (1%) of the initial Project Collateral listed on Exhibit "A" – Cost Sheet (OFF-SITE) of this agreement. If no Off-Site Collateral is submitted, the amount of Road Maintenance Collateral shall be one percent (1%) of the initial Project Collateral listed on Exhibit "A"- Cost Sheet (ON-SITE). If no Project Collateral was initially submitted the amount of Road Maintenance Collateral to be submitted at the time of approval for this Agreement shall be \$3,600.00 for facilities adjacent to paved haul route roads or \$2,400.00 for facilities adjacent to gravel haul route roads, and the amounts will be listed on Exhibit "A"- Cost Sheet (OFF-SITE). Road Maintenance Collateral shall be held by County as long as this Agreement is in effect and returned to the Property Owner upon vacation of associated land use agreement or permit. The Road Maintenance Collateral will only be accessed by the County, if upon notification to Property Owner of required roadway safety related repairs; Property Owner fails to perform said repairs. If any of this collateral shall be collected by County, Property Owner shall replace the amount, plus interest, within six (6) months.

7.5.1 Road Maintenance Collateral Option (For Materials Haulers):

In lieu of cash collateral, Property Owner and/or Lessee may submit funds quarterly to Weld County, at a rate of ten (10) cents per ton, based on the amount of processed material leaving the site. These funds will be escrowed by the County and utilized for roadway repairs specific to the SUP's designated haul route. The first payment of funds will be due three months after the initial sale of materials from the SUP site. Subsequent quarterly payments will be deposited in the associated escrow account until the SUP permit is terminated. Utilization of this collateral option will negate any further obligations of the Property Owner and/or Lessee and/or Applicant to participate in any future maintenance and/or improvements projects for the associated Haul Route. Upon vacation of the SUP for this facility and following determination by Public Works staff that no immediate repairs are required for the Haul Route, any remaining funds in the escrow account will be returned to the SUP Permittee.

7.5.2 Road Maintenance Collateral (For Off-Site Dust Control-If Applicable):

The total costs for materials and application, will be listed on Exhibit "A" (OFF-SITE) – Dust Control, of this agreement. These funds will be utilized by the County for roadway applications specific to the USR's designated haul route, **only** if the applicant does not adhere to the requirements for dust suppression as specified in Section A.6.0 of this agreement. Following completion of all construction phases, and/or upon vacation of this USR, and following determination by Public Works staff that no immediate

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repairs are required for the Haul Route, any remaining Dust Control collateral will be returned to the USR Permittee.

7.6 Acceptable Project Collateral shall be submitted when the Property Owner and/or Lessee submit(s) an application for the Grading Permit, Building Permit, or Right-of-Way Access Permit prior to commencement of Site Preparation, as herein defined

7.6.1 No grading or building permits shall be issued for any site related activities, on the property and no Site Preparation shall commence until cost estimates for all improvements are updated and collateral is provided in the amount of One-Hundred percent (100%) of the then current value of the improvements to be completed, and the development plans are revised to comply with all current County standards, policies and regulations. The improvements shall be completed within the time schedule set forth in Exhibit "B", which is attached hereto and made a part of this Agreement. "Site Preparation" shall mean earthwork grading or performance of work, or construction or installation of improvements related to Applicant's operations pursuant to SUP-411 that require a grading or building permit from the County pursuant to the Weld County Code. In the event that the Improvements outlined in this Agreement and Exhibit A are not completed within one year of the execution of this Agreement Weld County may require Property Owner to obtain current cost figures for one or more of the Improvements.

7.7 Collateral may be in the form of an irrevocable letter of credit (LOC) in an amount equivalent to one-hundred percent (100%) of the total value of the improvements set forth in the Improvements Agreement and the Plat; the LOC shall be subject to the requirements of Weld County Code Section 2-3-30 B. The Property Owner and/or Lessee shall utilize only a County approved form when obtaining a LOC: (IRREVOCABLE STANDBY LETTER OF CREDIT FOR BOARD OF COUNTY COMMISSIONERS OF WELD COUNTY, COLORADO). A copy of said form shall be provided to Applicant upon request.

7.8 Collateral may be in the form of a surety bond given by a corporate surety authorized to do business in the State of Colorado in an amount equivalent to one hundred percent (100%) of the value of the improvements set forth in the Improvements Agreement and the Plat. The surety bond shall conform to and be subject to the requirements of Weld County Code Section 2-3-30 B.4. The Property Owner and/or Lessee shall utilize only a County approved form when obtaining a surety bond: (PERFORMANCE BOND FOR BOARD OF COUNTY COMMISSIONERS OF WELD COUNTY, COLORADO). A copy of said form shall be provided to Applicant upon request.

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- 7.9 Collateral may be in the form of a cash deposit made with the Board in an amount equivalent to one hundred percent (100%) of the value of the improvements set forth in the Improvements Agreement. In the event the applicant is required to warranty the improvements, the applicant shall replace the original deposit with a deposit in the amount of fifteen percent (15%) of the original amount and those funds shall remain available to the County until released by the County at the end of the warranty period.
- 7.10 The Board of County Commissioners reserves the right to reject collateral which is deemed inappropriate or insufficient, which may be either as collateral in the form of a letter of credit offered by a banking institution which does not have at least a "three star" rating given by Bauer Financial, or as collateral in the form of a performance bond offered by an insurance company which does not have at least a B+ rating given by A.M. Best. The Board further reserves the right to require Property Owner and/or Lessee to obtain replacement collateral if the rating of the financial institution providing said collateral drops below the levels stated above. Replacement collateral shall be submitted by Property Owner and/or Lessee within sixty (60) days of the Board's notice to Property Owner and/or Lessee that the rating has fallen and that the collateral must be replaced. Property Owner and/or Lessee may not terminate existing collateral until replacement of collateral has been secured.

8.0 Request for Release of Collateral: Collateral shall be released in accordance with the provisions of Weld County Code Section 2-3-30.C. Prior to release of collateral for the entire project or for a portion of the project by Weld County, the Property Owner must present a Statement of Substantial Compliance from an Engineer registered in the State of Colorado. The Statement of Substantial Compliance shall state that the project or a portion of the project has been completed in substantial compliance with accepted plans and specifications documenting the following:

- 8.1 The Property Owner's Engineer or his representative has made regular on-site inspections during the course of construction and the construction plans utilized are the same as those accepted by Weld County.
- 8.2 For the improvements to public rights-of-way or easements, test results must be submitted for all phases of this project as per Colorado Department of Transportation (CDOT) Schedule for minimum materials sampling, testing and inspections found in CDOT Materials Manual.
- 8.3 "As-built" plans shall be submitted at the time the letter requesting release of collateral is submitted. The Property Owner's Engineer shall certify that the project "as-built" is in substantial compliance with the plans and specifications as approved, or that any material deviations have received prior written acceptance from the County Engineer.

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- 8.4 The Statements of Substantial Compliance must be accompanied, if appropriate, by a letter of acceptance of maintenance and responsibility by the appropriate utility company, special district or town for any utilities.
- 8.5 A letter must be submitted from the appropriate Fire Authority, if applicable, indicating the fire hydrants are in place in accordance with the approved plans. The letter shall indicate if the fire hydrants are operational and, if required by the County, state the results of fire flow tests.
- 8.6 The requirements in the paragraphs 8.0 through 8.5 shall be noted in the final Construction Plans.
- 8.7 Following the submittal of the Statement of Substantial Compliance and written recommendation of acceptance of the improvements by the Weld County Department of Planning Services and the Weld County Department of Public Works, the Property Owner (if Property Owner has supplied any or all of the collateral) may request release of the collateral for the project or portion of the project by the Board. This action will be taken at a regularly scheduled public meeting of the Board.
- 8.8 Following the written request for partial release of the "Project Collateral", the Weld County Department of Planning Services and the Weld County Department of Public Works County shall inspect the on-site and/or off-site improvements. If the improvements require mitigation or further repairs are required, said work must be completed prior to the partial release of "Project Collateral". For all off-site and on-site improvements (including improvements to public rights-of-way or easements), the written request for release of "Project Collateral" shall be accompanied by "Warranty Collateral" in the amount of fifteen percent (15%) of the value of the improvements as shown in this Agreement. However, collateral for improvements fully accepted for maintenance by a responsible governmental entity, special district or utility company will be fully refunded to Property Owner.
- 8.9 Following the written request for release of the "Warranty Collateral", the Weld County Department of Planning Services and the Weld County Department of Public Works County shall inspect the on-site improvements. If the improvements require mitigation or further repairs are required, said work must be completed prior to the conclusion of the Warranty period. The "Warranty Collateral" shall be released to the Property Owner following the expiration of the warranty period upon final written acceptance by the Board of County Commissioners.
- 8.10 For all off-site and on-site improvements (including improvements to public rights-of-way or easements), the written request for release of "Warranty Collateral" shall be accompanied by "Road Maintenance Collateral" (If Applicable) as specified in Section E.7.5 of this Agreement.

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“Road Maintenance Collateral” for roads associated with the designated haul route shall be maintained as long as the USR is active.

9.0 Successors and Assigns: This Agreement may not be delegated, transferred or assigned in whole or in part by Property Owner without the express written consent of County and the written agreement of the party to whom the obligations under this Agreement are assigned. Applicant’s release of its obligations shall be accomplished by County’s execution of a new Improvements Agreement with the successor owner of the property. (See paragraphs F. 1.2 and 2.2 below) Consent to a delegation or an assignment will not be unreasonably withheld by County. In the event of sale of the Property, County may agree to release Property Owner in whole or in part from obligations under this Agreement. County’s rights and obligations under this Agreement shall automatically be delegated, transferred or assigned to any municipality which, by and through annexation proceedings, has assumed jurisdiction and maintenance responsibility over the roads affected by this Agreement. All of the terms and conditions set forth in this Agreement shall be binding upon the heirs, executors, personal representatives, successors and assigns of Property Owner, and upon recording by the County, shall be deemed a covenant running with the land herein described.

10.0 County Engineer: All references in this Agreement to “County Engineer” shall refer to the any individual or individuals appointed by the County Engineer to act on his/her behalf.

11.0 Violation of Terms of Agreement: If in County’s opinion, Property Owner has violated any of the terms of this Agreement, County shall notify Property Owner of its belief that the Agreement has been violated and shall state with specificity the facts and circumstances which County believes constitute the violation. Property Owner shall have fifteen (15) days within which to either cure the violation or demonstrate compliance. If, after fifteen (15) days have elapsed, County believes in good faith that there has been a violation of the terms of this Agreement, County shall initiate proceedings to revoke the permit which is the subject matter of this Agreement. Violations of the terms of this Agreement include violations of the agreements contemplated by Paragraphs C. 4.0 & C. 5.0 of this Agreement, and a failure to enter into such Agreements in a timely manner.

F. Termination of Agreement:

1.0 Termination Event: This Agreement shall terminate upon the earliest of the following events:

1.1 Cessation of all Permit Related Activities. Termination of this Agreement shall occur upon Operator’s complete cessation of all activities permitted under SUP-411 or any amendments thereto. A partial cessation of activities shall not constitute a Termination of this Agreement, nor shall County’s issuance of a partial release constitute a Termination. Operator shall provide written notice to Property Owner and County of said cessation of activity, which County shall then verify. If written notice is not provided to County, Termination of this Agreement shall not occur until County has determined that the Use by Special Review is inactive, which shall be three (3) years following County’s observance of the cessation of activities, as provided in Sec. 23-2-200.E of the

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Weld County Code.

1.2 Execution of Replacement "Improvements Agreement According to Policy Regarding Collateral for Improvements – SUP-411 by New Property Owner: This Agreement shall terminate following County's execution of a new Improvements Agreement According to Policy Regarding Collateral for Improvements – SUP-411 with a new Property Owner who has purchased the Property, and intends to make use of the rights and privileges available to it through the then existing USR.

1.3 Execution of Replacement "Improvements Agreement According to Policy Regarding Collateral for Improvements – SUP-411 by New Operator: This Agreement shall terminate following County's execution of a new Improvements Agreement According to Policy Regarding Collateral for Improvements – SUP-411 with a new operator who has assumed the operation of the business on the Property which business activities are permitted by the then existing USR.

2.0 Termination Procedures.

2.1 Termination Procedures Following Cessation of Permit Related Activities: Following the events outlined in paragraph 1.1 above, County shall conduct its annual road inspection. Said road inspection shall be conducted on or before May 31 following the announcement or determination of the cessation of permit related activities on the Property. The results of the inspection shall be delivered in writing to the Property Owner and Operator. If the County determines that pursuant to the terms of this Agreement, the Operator must complete any of the improvements and/or road maintenance obligations outlined herein, said obligations must be completed within a reasonable period of time thereafter, but in no event later than six (6) months following the determination that permit related activities have ceased. Collateral shall not be released by County until such time as county determines that all of the improvements have been completed.

2.2 Termination Procedures Pursuant to Transfer of Ownership of the Property or Transfer of Operations: If the Property Owner or Operator desires to assign its rights and obligations under this Agreement to a successor Property Owner or Operator, the Property Owner or Operator shall, prior to the transfer, provide County with a written Notice to Transfer, stating the date of transfer, and identifying the party to whom the transfer shall be made. Following receipt of the Notice to Transfer, County shall inspect the improvements required under the terms of this Agreement to determine whether the improvements have been completed. If the improvements have not been completed, the Property Owner and/or Operator shall either complete the improvements or post collateral equal to the cost of the completion of the improvements, if such collateral is not in place. If collateral is available at the time, County shall hold a hearing to determine whether the collateral should be called upon to pay County or a contractor of the County to complete the improvements. County shall also inspect the road(s) which are covered by this Agreement to assess the current condition of the road(s) and determine whether Operator and/or Property Owner would be required to perform road maintenance within the following twelve months had the Agreement not been assigned. If road maintenance is, in the opinion of County, required, Property Owner and/or Operator

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shall be required to either perform the road maintenance or to post collateral equal to the cost of said maintenance. County shall not execute a new Improvements Agreement According to Policy Regarding Collateral for Improvements – SUP-411 with a successor Property Owner and/or Operator prior to the performance of the road maintenance or the posting of collateral for said maintenance, unless the new Property Owner and/or Operator posts collateral for the required maintenance.

3.0 Consequence of Termination by Cessation of Permit Related Activities: Following County's confirmation that Property Owner and/or Operator has/have ceased all permit related activities and has/have completed previously uncompleted Improvements and or completed any required road maintenance, County shall release Property Owner and/or Operator from all further obligations under this Agreement. No Further permit related activities shall be permitted unless and until approved by County following execution of a new Improvements Agreement According to Policy Regarding Collateral for Improvements – SUP-411 with a Property Owner and Operator.

4.0 Consequence of Termination by Execution of Replacement Improvements Agreement: Following County's execution of an Improvements Agreement According to Policy Regarding Collateral for Improvements – SUP-411 with a successor Property Owner and/or Operator, the predecessor Property Owner and/or Operator shall have no further rights and/or obligations under this Agreement or in SUP-411.

5.0 Consequence of Termination Pursuant to Paragraph E.11.0: In the event that activities related to SUP-411 cease as a result of the revocation of the permit as described in Paragraph E.11.0 of this Agreement, neither Property Owner nor Operator will be released from any of the obligations imposed by the terms of this Agreement only after Property Owner's successful completion of all improvements required under this Agreement or after County accesses the collateral to the extent necessary to complete improvements County, in its sole discretion, deems necessary to preserve public interests.

G. Governmental Immunity: No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

H. Enforcement: If, in the County's opinion, Property Owner has violated any of the terms of this Agreement, County shall notify property Owner of its belief that the Agreement has been violated and shall state with specificity the facts and circumstances which the County believes constitute violation. Property Owner shall have thirty (30) days within which to either cure the violation or demonstrate compliance. If, after thirty (30) days have elapsed, County believes in good faith that a violation of the terms and conditions of this Agreement still exists (despite cure), County may enforce by any legal means, including, but not limited to, legal action for equitable or monetary relief filed in the Weld District Court, execution upon submitted collateral (if applicable), and/or administrative action of the County to suspend or revoke the underlying land use permit or approval pursuant to the procedural provisions of Section 2-4-40 of the Weld County Code. Violations of the terms and conditions of this Agreement include, but are not limited to, violations of the agreements Property Owner must enter into as required by this

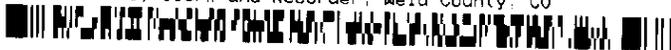
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Agreement, and/or failure to enter into such agreements in a timely manner.

I. No Third Party Beneficiary Enforcement: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person or entity not included in this Agreement. It is the express intention of the undersigned parties that any person or entity, other than the undersigned parties, receiving services or benefits under this Agreement shall be an incidental beneficiary only.

J. Authority to Sign: Each person signing this Agreement, and associated Exhibits, represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. If requested by the County, Property Owner shall provide the County with proof of Property Owner's authority to enter into this Agreement within five (5) days of receiving such request.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

PROPERTY OWNER:

SIGNATURE Amy J Lenhardt  
PRINTED NAME Amy J Lenhardt  
TITLE (If Other Than Property Owner) V Pres, Terry Grazing Assn

PROPERTY OWNER:

SIGNATURE Amy J Lenhardt  
PRINTED NAME Amy J Lenhardt  
TITLE (If Other Than Property Owner) Partner, JRT Ltd Partnership

LESSEE:

SIGNATURE [Signature]  
PRINTED NAME John M. Warren  
TITLE Vice President - Concell Resources, Inc

STATE OF ~~COLORADO~~ WYOMING )  
 )  
County of ~~Weld~~ Laramie ) SS.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2012, by Amy J. Lenhardt as V Pres, Terry Grazing Assn. and as Partner, JRT Ltd Partnership

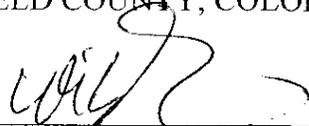
WITNESS my hand and official seal.

Pamela Sports  
Notary Public  
PAMELA SPORTS - NOTARY PUBLIC  
County of Laramie State of Wyoming  
My commission Expires September 22, 2015

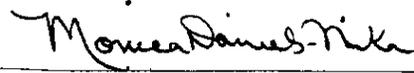
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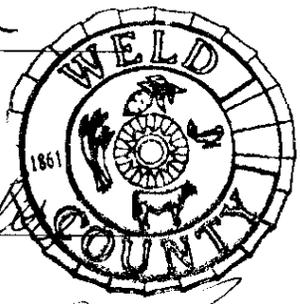
BOARD OF COUNTY COMMISSIONERS  
WELD COUNTY, COLORADO

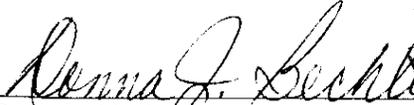
ATTEST:

  
\_\_\_\_\_  
William F. Garcia, Chair

FEB 04 2013

  
\_\_\_\_\_  
Weld County Clerk to the Board



BY:   
\_\_\_\_\_  
Deputy Clerk to the Board

APPROVED AS TO FORM:   
\_\_\_\_\_  
County Attorney

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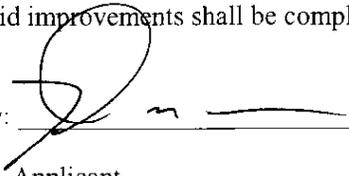
2013-0354



**EXHIBIT A - Cost Sheet (OFF-SITE) - Signature Page**

The above improvements shall be constructed in accordance with all County requirements and specifications, and conformance with this provision shall be determined solely by Weld County, or its duly authorized agent.

Said improvements shall be completed according to the construction schedule set out in Exhibit B

By:  \_\_\_\_\_

Applicant

*Vice President - Connell Resources, Inc.* Date 1/29, 20 13

Title

By: \_\_\_\_\_

Applicant

\_\_\_\_\_

Date \_\_\_\_\_, 20 \_\_\_\_\_

Title

# MEMORANDUM



**TO:** Clerk to the Board  
**DATE:** 1/31/2013  
**FROM:** Richard Hastings, Public Works Department  
**SUBJECT: BOCC Agenda Item - Approve Improvements Agreement and Accept Collateral For:**  
Tucker Gravel Pit- (SUP-411)

---

## **Request for Approval of Improvements Agreement:**

The Department of Public Works received a request from the applicant, Doug Anderson/Connell Resources, Inc., requesting that the Board of County Commissioners consider approving the Improvements Agreement for the Mineral Resource Development Facility, including a Hot Mix Asphalt Plant and Gravel Mining (SUP-411), located on CR 126 and the I-25 Frontage Road, west of the town of Carr.

Weld County Public Works Department reviewed the above-mentioned signed original document and observed the following:

- All Public Works related items, of the “*Improvements Agreement According To Policy Regarding Collateral For Improvements*”, are found to be acceptable.
- 

## **Request for Acceptance of Collateral:**

The Department of Public Works received a request from the applicant, Doug Anderson/Connell Resources, Inc., requesting that the Board of County Commissioners consider accepting collateral in the form of a Company Check – Wells Fargo Bank in the amount of \$3,600.00, for the above-mentioned Improvements Agreement.

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## **Recommendation:**

The Department’s of Public Works and Planning Services are recommending approval of the *Improvements Agreement According To Policy Regarding Collateral For Improvements* and the acceptance of collateral, in the amount of \$3,600.00 for Tucker Gravel Pit - (SUP-411).

pc: Don Carroll, Public Works  
Kim Ogle, Planning Services

2013-0354

280164

| Invoice No. | Date     | Description            | Gross Amount | Retainage | Discount | Payment Amount |
|-------------|----------|------------------------|--------------|-----------|----------|----------------|
| Stmt012313  | 01/23/13 | Maintenance Collateral | 3,600.00     |           |          | 3,600.00       |

Check #: 280164 01/29/13 85530 WELD COUNTY PUBLIC 3,600.00 .00 .00 \$3,600.00

**CONNELL RESOURCES, INC.**

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THE KEY TO DOCUMENT SECURITY • HEAT ACTIVATED THUMB PRINT • ADDITIONAL SECURITY FEATURES INCLUDED • SEE BACK FOR DETAILS

**CONNELL RESOURCES, INC.**

7785 HIGHLAND MEADOWS PKWY  
 SUITE 100  
 FORT COLLINS, CO 80528-8988  
 PHONE 970-223-3151

Wells Fargo Bank, N.A.  
 Denver, CO  
 For Inquiries call:  
 1-800-289-3557 option 1, option 2  
 82-91/1021

**280164**

DATE NUMBER  
 01/29/13 280164

AMOUNT  
 \*\*\*\*\*\$3,600.00\*\*

\*\*\*\*\* Three Thousand Six Hundred Dollars & no/100 \*\*\*\*\*

PAY

TO THE ORDER OF  
 WELD COUNTY PUBLIC WORKS DEPT  
 1111 H STREET  
 GREELEY, CO 80632

VOID AFTER 90 DAYS

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