



ROUTT COUNTY

ROAD & BRIDGE

P. O. Box 773598
Steamboat Springs, CO 80477
Phone: 970-879-0831
Fax: 970-879-3992

Permit Application

Type of permit applied for:

Grading and Excavating ☐

Cattle Guard Installation ☐

Adopt A Highway ☐

other

Driveway ☐

Special Event ☐

Plow ☐

Utility Installation ☐

Oversize/Overweight ☐

Work in Right-of Way ☐

Property Information

Project physical address:

Parcel Number:

Area to be disturbed:

Section(s):

City:

Township:

Owner/Applicant Information

Applicant/contractor:

Mailing Address:

Phone number:

Property Owner:

Mailing Address:

Phone Number:

Contractor Name:

City:

Email:

State:

Zip:

City:

Email:

State:

Zip:

Phone number:

Project Description:

Driveway Permit

(Acctg # 03.00.06.000.5635)

Permit Needed: For installation driveway that accesses a county road. Note for driveways accessing the state highway a CDOT access permit is required – contact CDOT directly for permitting requirements. If a driveway exceeds more than 300 cubic yards of disturbance, a Grading and Excavating permit will be required along with its requirements. Driveways longer than 100 feet require fire department approval.
<http://www.co.routt.co.us/DocumentCenter/View/443>

Permit Application shall include:

- ☐ Site Plan/design (either CAD drawings or hand drawn to scale)
- ☐ Birdseye map
- ☐ Location, Parcel ID number, address

Permit Process:

1. Submit complete permit application to the County Road & Bridge Department offices at 136 6th Street, between the hours of 7:30 am and 4:30 pm.
2. R & B reviews application and inspects site.
3. Revisions are made by applicant if needed.
4. R & B re-reviews and re-inspects if needed.
5. If acceptable application is approved
6. Applicant pays fee and permit issued.
7. Applicant conducts work in accordance with plans, maintains erosion control, and updates SWMP as needed.
8. R & B inspects completed work
9. If erosion, re-vegetation and structural measures are met, permit is closed

Fee Calculation:

- Driveway fee\$65.00
Pre and post construction inspections included in permit

One Driveway per parcel. Visit R&B office for special cases.

Penalty fees for working in ROW without a permit/bond

First offense\$100.00
Each subsequent offense \$300.00

TEMPORARY CONSTRUCTION EASEMENT (the "Easement")

The undersigned, Middle Creek Ranch, LLLP ("Grantor"), for \$9,000 and other good and valuable consideration, the receipt and adequacy of such consideration being acknowledged, grants, sells conveys and confirms to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation (Company "Company"), its successors and assigns, a temporary easement for (i) access, (ii) construction work areas/work sites, and (iii) storage of materials and equipment, on, over and across the following described property located in the Northwest Quarter (NW¹/₄) of the Northwest Quarter (NW¹/₄) of Section Twenty-Seven (27), Township Five (5) North, Range Eighty-Six (86) West of the 6th Principal Meridian in the County of Routt, State of Colorado, described on **Exhibit A**, attached and incorporated by this reference (the "Temporary Easement Area").

Together with full right and authority to Company, its successors, assigns, licensees and its and their contractors, agents, employees and invitees, to enter upon the Temporary Easement Area with machinery, trucks, helicopters, materials, tools and other equipment which may be useful or required in the construction, alteration, maintenance or repair by Company of utility improvements, located or to be located, on real property owned by Company, or on property that is subject to an easement for the benefit of Company.

It is understood that this temporary easement shall commence May 1, 2020 and shall expire on November 1, 2020. The Company shall have the option to extend the term of this Easement for eleven (11) additional months, upon written notice to Grantor no less than ten (10) days before the expiration of the initial term. If Company elects such extension, it shall pay Grantor an additional \$11,000 within fifteen (15) days of the expiration of the initial term. Company Prior to the expiration of the term of this Easement, Company shall restore the surface of the Temporary Easement Area which is disturbed by Company's exercise of its rights under this Easement, to as near a condition as existed prior to Company's entry on the Temporary Easement Area as is reasonably practicable.

No amendment, modification or supplement to this Easement shall be binding on Company unless made in writing and executed by an authorized representative of the Company. No waiver by Company of any provision hereof, nor any approval of Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Company.

The provisions of this Easement shall run with, be binding on, and burden the Temporary Easement Area, and shall be binding on and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. "Grantor" shall include the singular, plural, feminine, masculine, and neuter.

Grantor warrants and represents that Grantor is the owner of the Temporary Easement Area and has the right to sell, transfer, convey, confirm and grant this Easement and the rights contained herein. This Easement is binding on Grantor, is not conditioned upon obtaining the consent of any third-party Company.

This Easement incorporates all agreements and stipulations between Grantor and Company as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this Easement.

This Easement consists of the document entitled "Temporary Construction Easement", and an exhibit containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto, and if attached, a Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively "**Addendum**") is authorized by Company, and no Addendum shall be effective and binding upon Company unless executed by an authorized representative of Company.

All notices, demands, requests and other communications required or permitted under this Easement must be in writing and will be deemed received when personally delivered or three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified, addressed as follows:

If to Company: Public Service Company of Colorado
 1800 Larimer St, Ste. 400
 Denver, CO 80202
 Attention: Manager, Siting & Land Rights

With a required copy to the principal address of Public Service Company of Colorado as listed with the Colorado Secretary of State.

If to Grantor: Middle Creek Ranch, LLLP
 Attn: Justin Walker
 26760 Rimrock Trail
 Oak Creek, CO 80467

Company or Grantor may change its address by giving notice to the other as provided for above.




Signed this 24 day of April, 2020.

GRANTOR:

By Andrew M. Hunter, III
Andrew M. Hunter, III
As Managing Partner of Middle Creek Ranch, LLLP

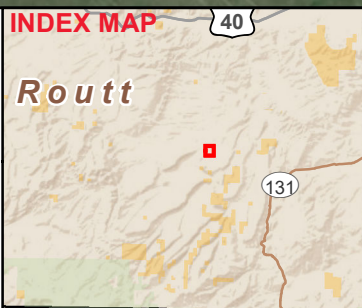


LEGEND

-  Parcels
-  Middle Fork Ranch Material Yard
-  Minor Road



INDEX MAP



CIRCUIT 5813 Middle Fork Ranch Material Yard

2020 Work Plan

