

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT APPLICATION

Issuing authority application acceptance date:

Instructions:
50709/
Please print
or type

- 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 <http://www.dot.state.co.us/AccessPermits/index.htm>

1) Property owner (Permittee) [REDACTED]		2) Agent for permittee (if different from property owner)	
Street address [REDACTED]		Mailing address	
City, state & zip [REDACTED]		Phone # [REDACTED]	City, state & zip [REDACTED]
E-mail address [REDACTED]		Phone # (required)	
3) Address of property to be served by permit (required) [REDACTED]			
4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one? county Chaffee subdivision block lot section township [REDACTED] range [REDACTED]			
5) What State Highway are you requesting access from? Highway 291		6) What side of the highway? <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W	
7) How many feet is the proposed access from the nearest mile post? 312 feet <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from [REDACTED]		How many feet is the proposed access from the nearest cross street? 412 feet <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from [REDACTED]	
8) What is the approximate date you intend to begin construction? 6/1/2007			
9) Check here if you are requesting a: <input type="checkbox"/> new access <input type="checkbox"/> temporary access (duration anticipated:) <input type="checkbox"/> improvement to existing access <input checked="" type="checkbox"/> change in access use <input checked="" type="checkbox"/> removal of access <input checked="" type="checkbox"/> relocation of an existing access (provide detail)			
10) Provide existing property use REAL ESTATE OFFICE AND RETAIL (currently with multiple access locations)			
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 checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - what are the permit number(s) and provide copies: and/or, permit date:			
12) Does the property owner own or have any interests in any adjacent property? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - please describe:			
13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if 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?			
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
SMALL GROCERY STORE	4300	Vacant Lot 2	28,000
RETAIL SHOPS	4300	Vacant Lot 3	20,701
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
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 32	# of multi unit trucks at peak hour volumes 1	
# of single unit vehicles in excess of 30 ft.	# of farm vehicles (field equipment)	Total count of all vehicles 33	

18) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

- a) Property map indicating other access, bordering roads and streets.
- b) Highway and driveway plan profile.
- c) Drainage plan showing impact to the highway right-of-way.
- d) Map and letters detailing utility locations before and after development in and along the right-of-way.
- e) Subdivision, zoning, or development plan.
- f) Proposed access design.
- g) Parcel and ownership maps including easements.
- h) Traffic studies.
- i) Proof of ownership.

1- It is the applicant's responsibility to contact appropriate agencies and obtain all environmental clearances that apply to their activities. Such clearances may include Corps of Engineers 404 Permits or Colorado Discharge Permit System permits, or ecological, archeological, historical or cultural resource clearances. The CDOT Environmental Clearances Information Summary presents contact information for agencies administering certain clearances, information about prohibited discharges, and may be obtained from Regional CDOT Utility/Special Use Permit offices or accessed via the CDOT Planning/Construction-Environmental-Guidance webpage <http://www.dot.state.co.us/environmental/Forms.asp>.

2- 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. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment: High visibility apparel as specified in the Traffic Control provisions of the documentation accompanying the Notice to Proceed related to this permit (at a minimum, ANSI/ISEA 107-1999, class 2); head protection that complies with the ANSI Z89.1-1997 standard; and at all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41-1999.

Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

3- The Permittee is responsible for complying with the Revised Guidelines that have been adopted by the Access Board under the American Disabilities Act (ADA). These guidelines define traversable slope requirements and prescribe 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: <http://www.dot.state.co.us/DesignSupport/>, then click on *Design Bulletins*.




If an access permit is issued to you, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

The applicant declares under penalty of perjury in the second degree, and any other applicable state or federal laws, that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.

I understand receipt of an access permit does not constitute permission to start access construction work.

Applicant's signature	Print name	Date

If the applicant is not the owner of the property, we require this application also to be signed by the property owner or their legally authorized representative (or other acceptable written evidence). This signature shall constitute agreement with this application by all owners-of-interest unless stated in writing. If a permit is issued, the property owner, in most cases, will be listed as the permittee.

Property owner signature	Print name	Date
		

WARRANTY DEED

THIS DEED, made this 30th day of May, 2006, between

[REDACTED]

of the said County of [REDACTED] and State of Colorado, Grantor, and

[REDACTED] a Colorado Limited Liability Company

whose legal address is: [REDACTED]

of the said County of [REDACTED] and State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of (\$ [REDACTED])
[REDACTED] dollars and Zero cents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained,
sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and
assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of
[REDACTED] and State of Colorado described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

also known by street and number as: [REDACTED] CO [REDACTED]

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining,
and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title,
interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises,
with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the
grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does
covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and
delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and
indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant,
bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former
and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature
soever, except general taxes for 2006 not yet due and payable and subsequent years; and those specific exceptions described
by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8a
(Title Review) of the Contract to Buy and Sell Real Estate relating to the above described property; distribution utility
easements (including cable TV); those specifically described rights of third parties not shown by the public records of which
Grantee has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8b (Matters not shown by
the Public Records) and Section 8c (Survey Review) of the Contract to Buy and Sell Real Estate relating to the above
described real property, inclusion of the property within any special tax district; and, the benefit and burdens of any
declaration and party wall agreements, if any.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and
peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the
whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender
shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of [REDACTED] and State of Colorado described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

also known by street and number as: [REDACTED]

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for 2006 not yet due and payable and subsequent years; and those specific exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8a (Title Review) of the Contract to Buy and Sell Real Estate relating to the above described property; distribution utility easements (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8b (Matters not shown by the Public Records) and Section 8c (Survey Review) of the Contract to Buy and Sell Real Estate relating to the above described real property, inclusion of the property within any special tax district; and, the benefit and burdens of any declaration and party wall agreements, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

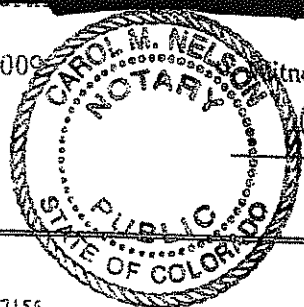
[REDACTED]

[REDACTED]

STATE OF Colorado)
) ss.
COUNTY OF [REDACTED])

The foregoing instrument was acknowledged before me this 30th day of May, 2006, by [REDACTED]

My commission expires: July 26, 2009. Witness my hand and official seal.



Carol M. Nelson
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

A tract of land located in the South Half of the Northwest Quarter of the Southwest Quarter (S½ NW¼ SW¼) of Section 4, Township 10 North, Range 10 East of the New Mexico Principal Meridian, [REDACTED] County, Colorado, being described as follows:

Beginning at a point on the northerly right-of-way boundary of U.S. Highway No. 50, whence the southeast corner (brass cap) of said Section 4 bears South 72°19.0' East 4848.6 feet, and whence the highway right-of-way marker (brass cap) at Station 2301+12 of the centerline survey of said highway bears South 89°35' East 127.0 feet, said beginning point being marked by a point in the easterly side of a 24 inch C.M.P. culvert and being witnessed by a 5/8 inch steel reinforcing bar 2 feet long driven into the ground and having a one inch aluminum cap which is North 89°35' West 3.0 feet from said beginning point;

thence from said beginning point proceeding around the tract herein described North 0°14.6' West 300.0 feet to a reinforcing bar as described above;

thence South 89°35' East 126.8 feet;

thence North 0°14.6' West 50.0 feet;

thence South 89°35' East 172 feet, more or less, to the westerly boundary of Colorado State Highway No. 291;

thence Southerly along said boundary 404.6 feet to the northerly boundary of U.S. Highway No. 50;

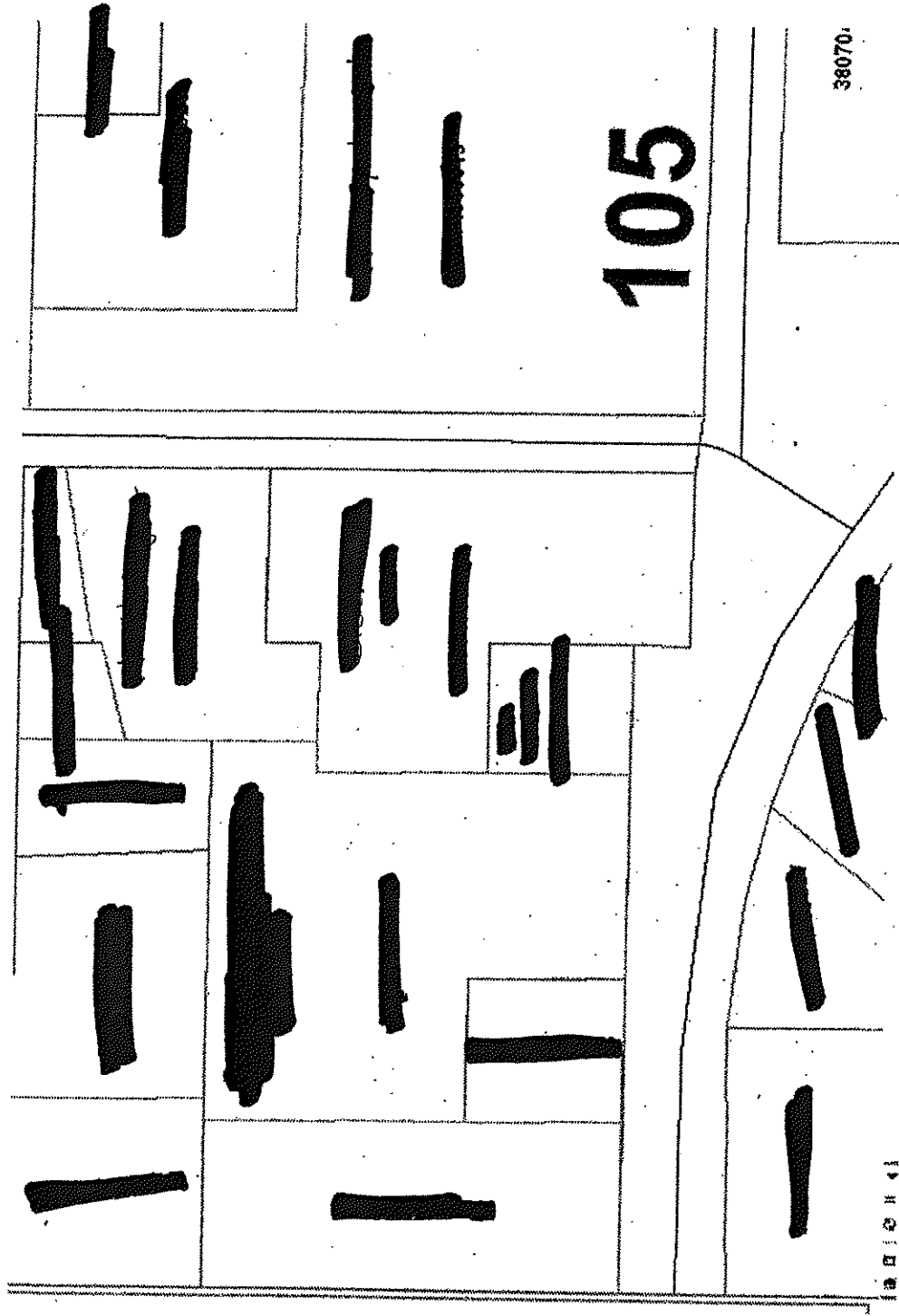
thence North 89°35' West along said northerly boundary 172 feet, more or less, to an offset in said boundary;

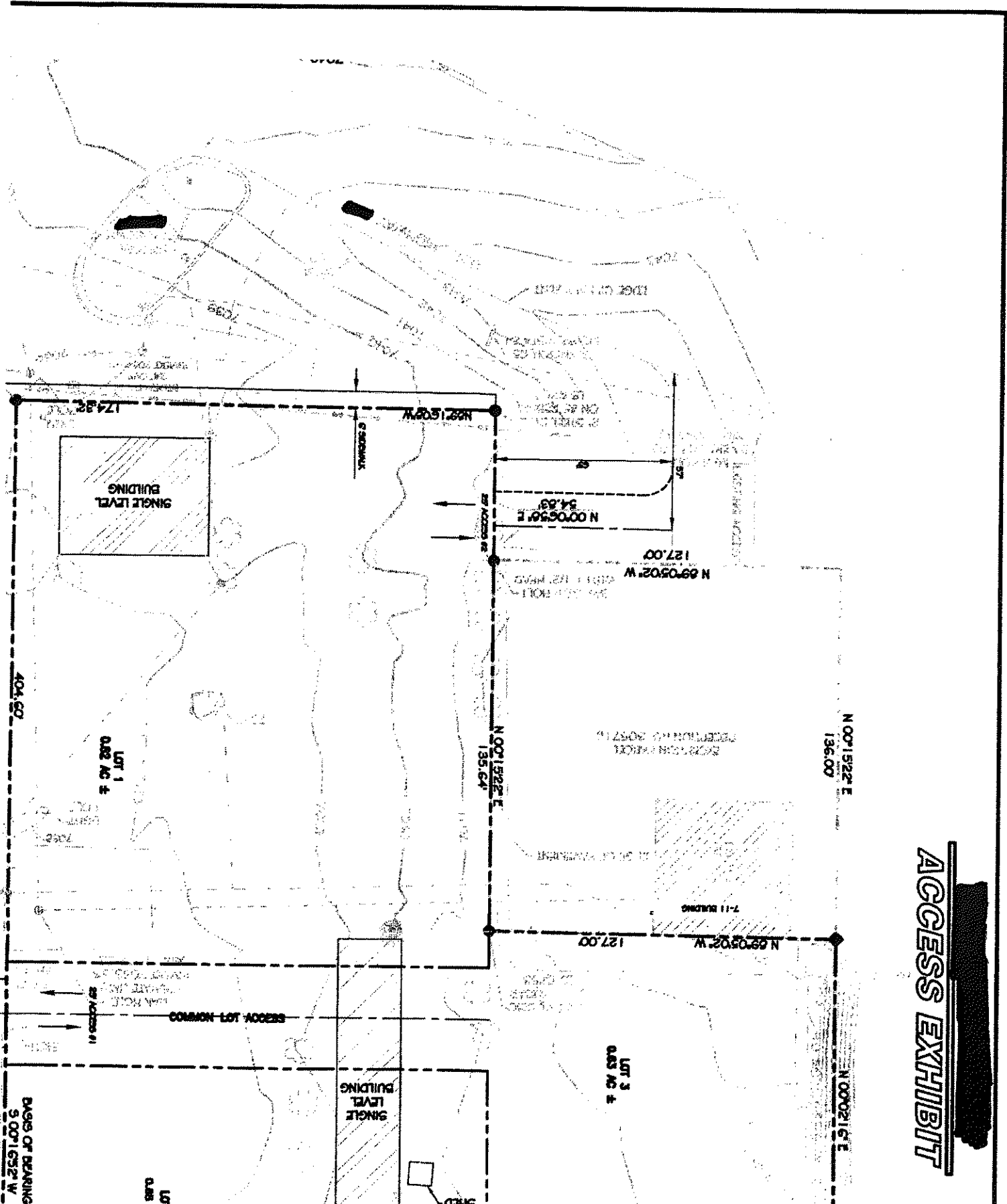
thence North 0°26' East along said offset 54.6 feet to the highway right-of-way marker (brass cap) of Station 2301+12;

thence North 89°35' West along said boundary 127.0 feet to the point of beginning.

EXCEPT THAT part conveyed to [REDACTED], Inc., in Warranty Deed recorded August 10, 1999, as Reception No. 305716.

ASSESSOR'S MAP





ACCESS EXHIBIT

