

The RMRP TIS (October 2024) City of Aurora comments with Matrix Design Group Responses

Thank you for reviewing our TIS. Please see our responses below. We have included a traffic conformance letter from Kimley-Horn dated December 3, 2024, in the latest submission to further explain the first phase of the Rocky Mountain Rail Park development.

**1. Due to safety concerns arising from the railroad crossing's proximity (approximately 225 feet from the intersection), the City of Aurora will not allow a queue exceeding two vehicles in the southbound direction on Peterson Road. In anticipation of an Intergovernmental Agreement (IGA) between the County, CDOT, and the City, the traffic study should perform a threshold analysis to establish the maximum development density that will not surpass the acceptable queue length at the intersection. This density limit will be documented within the IGA to ensure ongoing safety and operational efficiency at this location.**

Matrix Response: We understand the City's concern regarding the queue backing to the UP railroad. The proposed design, with shared southbound right/through/left turn lane is consistent with development entitlements, approved by Adams County, which City was referral agency. The traffic conformance letter prepared by Kimley Horn, dated December 3, 2024, provides anticipated uses for near term developments and their associated trip generation. This letter concludes that the Petterson and Colfax intersection operates acceptably, and improvements as stipulated within the approved entitlements are appropriate. However, as outlined in the letter dated December 3, 2024, to the City, the developer is willing to enter into a development agreement with the City which considers construction of the southbound turn lane and associated terms. This letter to the City is attached for your reference.

**2. The City of Aurora strongly encourages RMRP to start the coordination process with UP/PUC to reduce delay in regard to the improvements within UP's ROW.**

Matrix Response: The developer coordinated with Aurora/PUC/Union Pacific in 2019. The decision was made during Field Diagnostic by PUC that no improvements were needed within Union Pacific Right of Way. However, as outlined in the letter dated December 3, 2024, to the City, the developer is willing to enter into a development agreement with the City which considers construction of the southbound turn lane within the UP ROW as a phased component of the broader road construction project, and associated terms. To reiterate, the application for improvements within the UP ROW must be submitted and managed by the City, as the applicant, as outlined within the UP Public Project Manual. The developer will assist the City with the coordination of the Railroad process.

**3. Misspelled. updates**

Matrix Response: Noted.

**4. Three WB-50 trucks in queue could actually require up to 195 ft, which would be far closer to the 225-ft distance. This shorter buffer could be problematic under higher or fluctuating traffic volumes, particularly if more than three trucks queue or if there are mixed vehicle types. Delays at the Colfax Avenue/Peterson Road intersection, such as a longer-than-expected queue or slower-moving trucks, could impact the clearance time for vehicles near the railroad crossing.**

Matrix Response: Per the MTIS prepared in 2020 and approved project entitlements, auxiliary lanes (WB acceleration lane) at Colfax and Peterson will be constructed.

**5. This section feels out of place**

Matrix Response: Noted.

**6. Update units to reflect employees**

Matrix Response: Updated.

**7. Provide the Trip Gen Version and provide if average rate is being used or if the fitted curve is being used.**

Matrix Response: Fitted curve equations have been included for the industrial park. For the paving plant, the approved assumptions from the MTIS 2020 were used in the north area TIS as stated on page 5 of the report.

**8. Discussion of south section should be included with this report. This report is only covering the North section. The report is also going to 2050. This report is implying that south section is not going to be built till after 2050.**

Matrix Response: The south section traffic has been added to the 2030 scenarios. Matrix studied Colfax Ave/Peterson Rd and Colfax Ave/Manilla Rd with the RMRP south traffic added. Moreover, Matrix revised the eastbound volumes on these intersections with the 2 percent annual growth recommended by the City of Aurora (email dated November 20, 2024). The queue analysis results, and intersection operation results were both consistent with the October 2024 TIA. Notwithstanding the above, project improvements are to be provided by the developer per the approved 2020 entitlements.

**9. Repeat comment. As discussed in last meeting. Eastbound is roughly 30 vehicles lower than counts taken in 2022 for Colfax/Manila. Colfax/Peterson eastbound is 8 vehicles lower than counts taken in 2022. We need to be conservative for this report.**

Matrix Response: Matrix revised the eastbound volumes on these intersections with the 2 percent annual growth recommended by the City of Aurora (email dated November 20, 2024). The queue analysis results, and intersection operation results were both consistent with the October 2024 TIA (In both AM and PM peak hours). Notwithstanding the above, project improvements are to be provided by the developer per the approved 2020 entitlements.

**10. The table doesn't include SB movement for Peterson. It should be included can reference text below.**

Matrix Response: The table reflects approved 2020 entitlements, which WB acceleration lane on Colfax will be constructed for this SB right movement. However, as outlined in the letter dated December 3, 2024, to the City, the developer is willing to enter into a development agreement with the City which considers construction of the southbound turn lane and associated terms.

**11. Page 149 has the 2030 PM queue for southbound to be 2.06 vehicles. This is dependent on the size of vehicle. Based on Invervehicle Spacing and Queue Characteristics study done in 2022 it showed that the average distance between vehicles stopped is 12'.**

**(<https://journals.sagepub.com/doi/abs/10.3141/1796-10?journalCode=trra>) Three WB-67's would be 201 feet long and the space between is 24'. That puts 3 vehicles at 225' and with a possibility of trucks bumpers being queued and be on the tracks.**

Matrix Response: 2030 Horizon year traffic as per the MTIS prepared in 2020 and approved project entitlements, are the basis of design for intersection improvements at Colfax and Petterson. However, as outlined in the letter dated December 3, 2024, to the City, the developer is willing to enter into a development agreement with the City which considers construction of the southbound turn lane and associated terms.

**12. conversation needs to be reference with a date**

Matrix Response: Noted.

**13. Discussion of the queue length being 3.13 vehicle for the southbound movement should be included. This puts the queues over the train tracks if all vehicles are WB 67.**

Matrix Response: 2030 Horizon year traffic as per the MTIS prepared in 2020 and approved project entitlements, are the basis of design for intersection improvements at Colfax and Petterson. However, as outlined in the letter dated December 3, 2024, to the City, the developer is willing to enter into a development agreement with the City which considers construction of the southbound turn lane and associated terms.

**14. A SB Right turn will be required for Colfax\ Peterson based on queue data provided and the proximity to the railroad line. Due to safety concerns arising from the railroad crossing's proximity (approximately 225 feet from the intersection), the City of Aurora will not allow a queue exceeding two vehicles in the southbound direction on Peterson Road. In anticipation of an Intergovernmental Agreement (IGA) between the County, CDOT, and the City, the traffic study should perform a threshold analysis to establish the maximum development density that will not surpass the acceptable queue length at the intersection. This density limit will be documented within the IGA to ensure ongoing safety and operational efficiency at this location.**

Matrix Response: The proposed design, with shared southbound right/through/left turn lane is consistent with development entitlements, approved by Adams County, which City was referral agency. A traffic letter prepared by Kimley Horn on December 3, 2024, provides anticipated uses for near term developments and their associated trip generation. This letter concludes that the Petterson and Colfax intersection operates acceptably, and improvements as stipulated within the approved entitlements are appropriate. However, as outlined in the letter dated December 3, 2024, to the City, the developer is willing to enter into a development agreement with the City which considers construction of the southbound turn lane and associated terms.

City of Aurora  
Development Services Department  
15151 E. Alameda Parkway, Suite 5200  
Aurora, CO 80012  
Attn: Jacob Cox, Director

Carolynne C. White  
Attorney at Law  
303.223.1197 direct  
cwhite@bhfs.com

**Subject: Rocky Mountain Rail Park – Offsite Improvements**

Dear Jacob,

On behalf of Rocky Mountain Rail Park (“**RMRP**”), this letter sets forth RMRP’s understanding of the historical discussions between RMRP and the City of Aurora (the “**City**”) regarding the offsite improvements to Colfax Road and Petterson Road, as well as a summary of critical terms which RMRP believes should be incorporated into a development agreement between RMRP and the City, to ensure that both parties’ objectives are met and concerns alleviated. This letter aims to assist RMRP in delivering appropriate design and construction guidance to its teams for immediate re-submission of the ISP and related documents to the City.

**Background**

On November 4, 2024, RMRP received the fifth round of comments from the City regarding its ISP submission. The comments reiterated the City’s concerns about the proposed intersection improvements, specifically highlighting the absence of a southbound right turn lane at the Petterson Road and Colfax Road intersection (the “**Turn Lane**”). The City’s continued focus on the Turn Lane and its repeated revisions to the background traffic in RMRP’s traffic impact study stemming from neighboring developments have led to additional ISP submissions, causing significant delays to the Rail Park.

The City continues to assert that the inclusion of the Turn Lane is a necessary pre-condition to its approval of RMRP’s ISP and Construction Drawings. However, this requirement is not justified for four reasons:

1. The Turn Lane is inconsistent with RMRP’s entitlements, which were approved by Adams County (the “**County**”) in 2020, during which review period the City was a referral agency.
2. RMRP has multiple traffic engineers that have conducted analyses of traffic volumes at the intersection, which support the proposed improvements without the Turn Lane. Furthermore, RMRP’s traffic engineer recently updated its previous analysis, which new analysis reaffirms the proposed design excluding the Turn Lane.
3. The Turn Lane requires a Colorado Department of Transportation (“**CDOT**”) right-of-way permit, and necessitates an agreement with the Union Pacific Railroad (the “**Railroad**”), each of which require specific, time consuming, processes initiated and managed by the City (not RMRP), CDOT, and the Railroad, respectively.

4. During a 2019 field diagnostic meeting between RMRP, City, CDOT, the Colorado Public Utilities Commission (the “**PUC**”), and the Railroad, the PUC determined that no improvements were necessary within the Railroad right-of-way.

Nevertheless, in the spirit of cooperation and to avoid further delays, RMRP is willing to enter into a development agreement to provide for the construction of the Turn Lane upon the following terms and conditions:

#### **Development Agreement Key Terms**

##### **To be provided by RMRP:**

- One plan set submission reflecting the Turn Lane for City submission to the Railroad, with the understanding that a sequenced approach to the construction is necessary.
- Financial security equivalent to \$2,400,000, which is double the construction amount of \$1,200,000 (\$800,000 for improvements at the Petterson Road and Colfax Road intersection within the CDOT right-of-way (as shown as Schedule C on the enclosed sequencing map, shaded in yellow) and \$400,000 for improvements within the Railroad right-of-way, including the Turn Lane (as shown as Schedule D on the enclosed sequencing map, shaded in blue)).
- An agreement for the City to retain RMRP’s financial security until the completion of mutually agreed construction triggers relating to (1) the completion of construction within CDOT right-of-way and (2) Railroad design approval of the Turn Lane (together, the “**Triggers**”).
- Coordination with the City regarding the CDOT access permit for the Petterson Road and Colfax Road improvements, specific to the RMRP project.
- Coordination with the City regarding the Railroad process, specific to the RMRP project.

##### **To be provided by the City:**

- Timely (2024) resolution of remaining ISP and associated TIS comments to facilitate the review and approval of construction drawings, along with approval of a phased construction approach, allowing RMRP’s Phase 1 construction (as shown as Schedule A and B on the enclosed sequencing map) to commence no later than Spring 2025.
- Acknowledgment of RMRP’s approved entitlements, including without limitations the improvements located within the CDOT rights-of-way along Colfax Road and other improvements as outlined in the RMRP Master Development Agreement, Exhibit C, with the County.

December 3, 2024

Page 3

- Prompt approval of RMRP's draft CDOT access permit, and submission of the access permit by the City to CDOT in 2024, along with proactive management of the access permit application process with CDOT.
- Application to the Railroad for roadway improvements associated with the Turn Lane, along with proactive management of the Railroad public projects process with the Railroad.
- Release of financial security to RMRP upon the satisfaction of the Triggers.

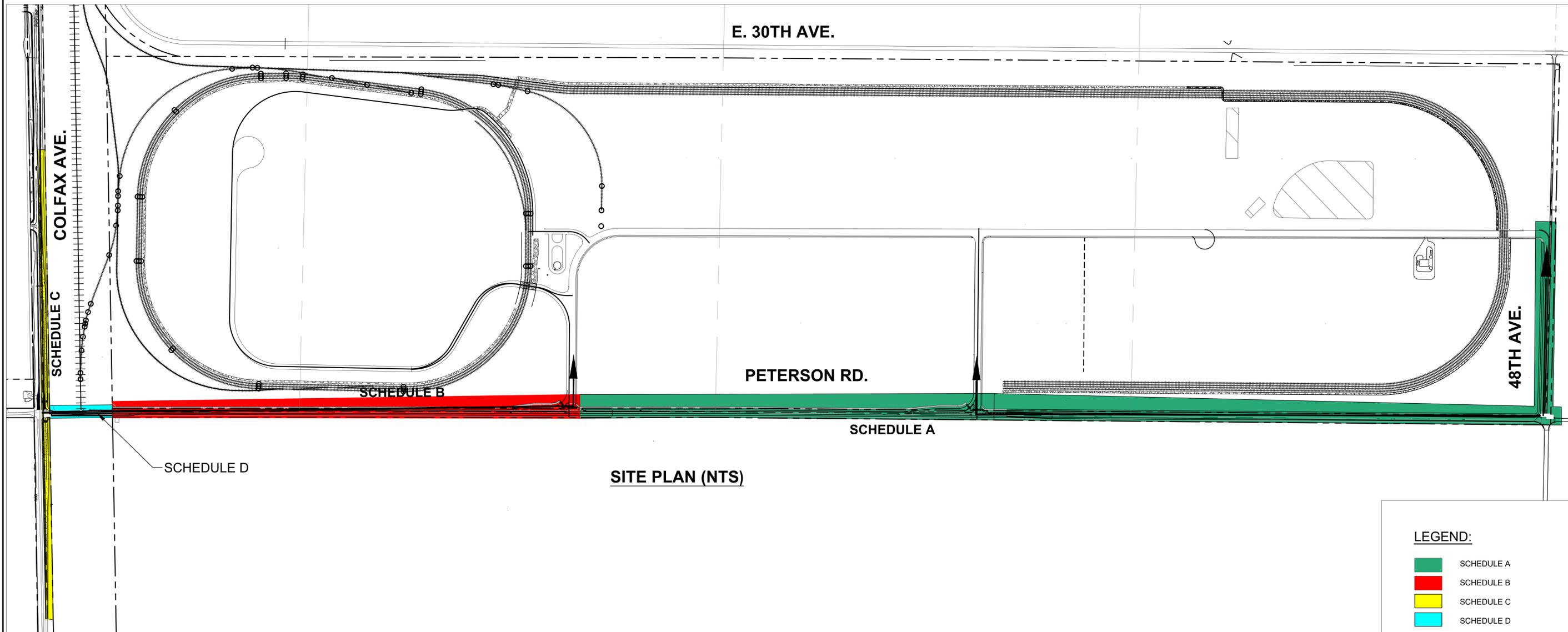
Once the City has had the opportunity to review this letter, we would like to schedule a follow-up meeting with the City, RMRP, and myself to discuss next steps. Thank you for your attention to these items.

Sincerely,

A handwritten signature in black ink, appearing to read "Carolynne C. White". The signature is fluid and cursive, with the first name being the most prominent.

Carolynne C. White

**Roadway Sequencing Map**



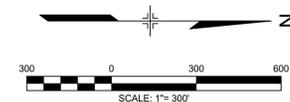
**SITE PLAN (NTS)**

**LEGEND:**

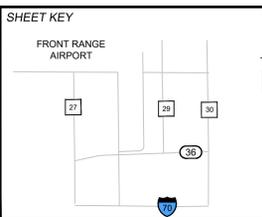
- SCHEDULE A
- SCHEDULE B
- SCHEDULE C
- SCHEDULE D

**AURORA SCHEDULE FOR INFRASTRUCTURE:**

- SCHEDULE A : PETERSON ROAD - NORTH OF RAIL PARK DRIVE UP TO AND INCLUDING 48TH AVE
- SCHEDULE B: PETERSON ROAD - NORTH OF UP ROW TO RAIL PARK DRIVE
- SCHEDULE C: COLFAX IMPROVEMENTS
- SCHEDULE D: UP ROW IMPROVEMENTS



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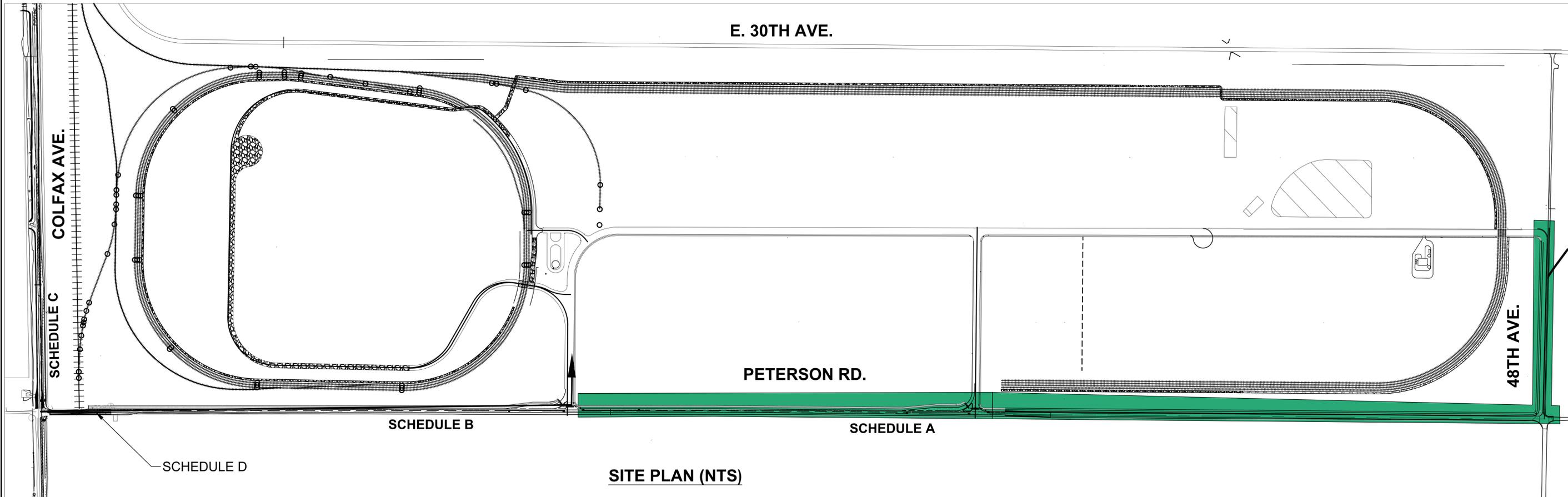
PREPARED BY:  
**Matrix**  
 Excellence by Design

**SEAL**  
**PRELIMINARY**  
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**ROCKY MOUNTAIN RAIL PARK**  
 CITY OF AURORA  
 ROAD & STORM PLANS  
**PHASING PLAN**

FOR AND ON BEHALVE OF MATRIX DESIGN GROUP, INC. PROJECT No. 21.1280.001	DESIGNED BY: KF DRAWN BY: RD CHECKED BY: JK	SCALE: HORIZ. N/A VERT. N/A	DATE ISSUED: AUGUST 2024 SHEET 28 OF ---	DRAWING No. PH01
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SCHEDULE A SCOPE OF WORK:



SITE PLAN (NTS)

PLANNED SCHEDULE A WORK:

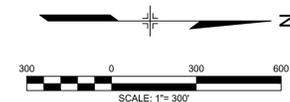
- GRADING STORM SEWER AND ROADWAY CONSTRUCTION.
- ALL PUBLIC ACCESS WILL BE THROUGH PETERSON AND COLFAX AVE, TO PETERSON AND RAIL PARK DRIVE
- SECONDARY ACCESS WILL BE MAINTAINED AT EITHER 48TH AND RAIL PARK DRIVE OR PETERSON AND 40TH AT ANY GIVEN POINT

LEGEND:

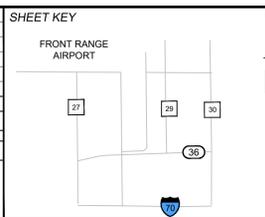
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SEAL

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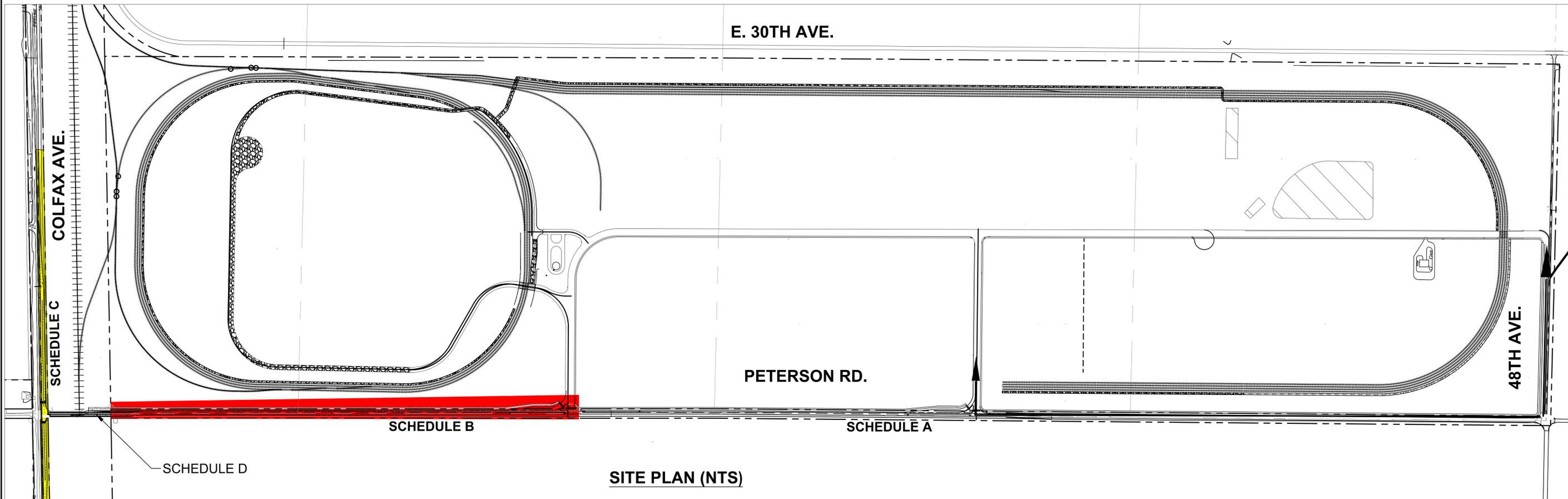
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CITY OF AURORA  
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CHECKED BY: JK	VERT: N/A		

SCHEDULE B AND C SCOPE OF WORK:



**SITE PLAN (NTS)**

**PLANNED SCHEDULE B AND C WORK:**

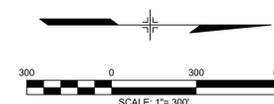
- GRADING STORM SEWER AND ROADWAY CONSTRUCTION.
- CITY OF AURORA PETERSON ROAD SOUTH OF RAIL PARK DRIVE
- CDOT COLFAX IMPROVEMENTS
- ALL PUBLIC ACCESS WILL BE THROUGH DETOUR TO 48TH AVE AND PETERSON
- INTERIM WORK WILL TIE INTO EXISTING IMPROVEMENTS AT UP ROW OR PETERSON.

**LEGEND:**

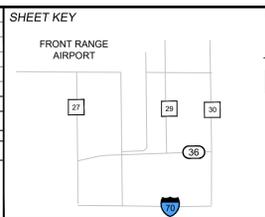
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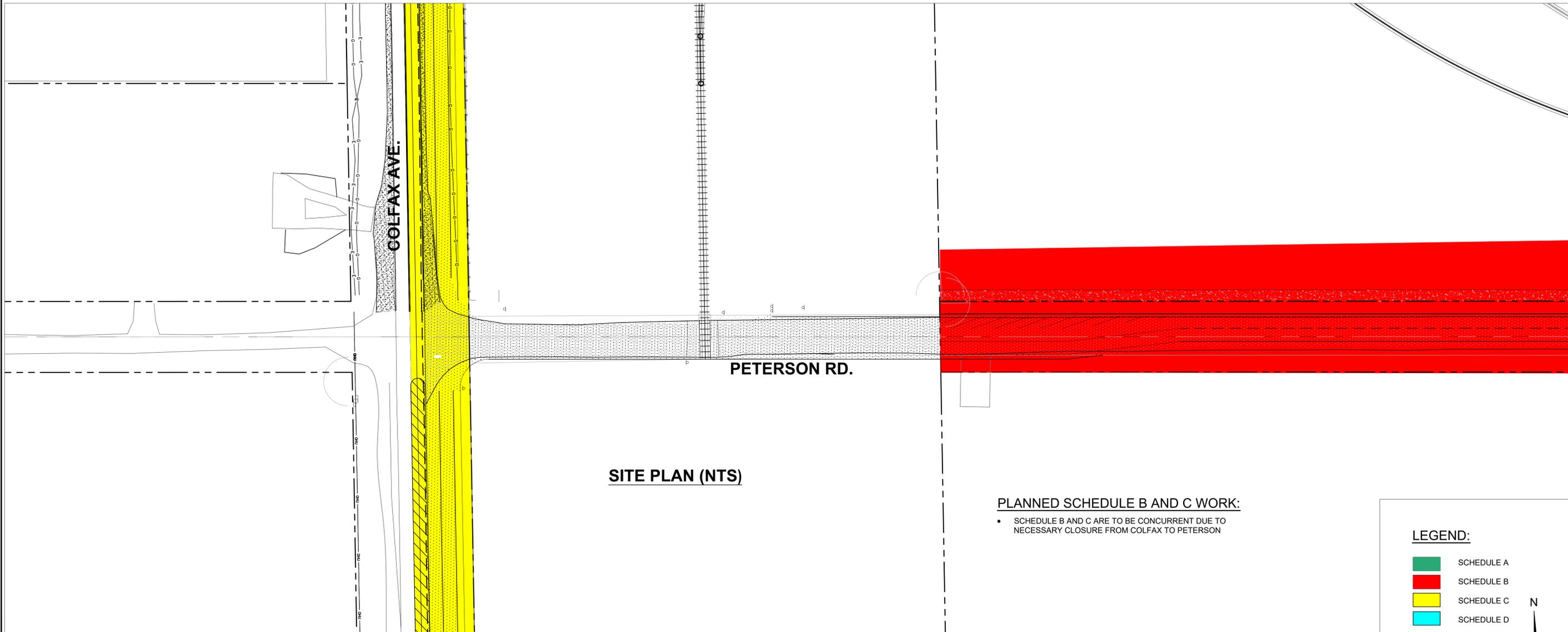
**ROCKY MOUNTAIN RAIL PARK**

CITY OF AURORA  
ROAD & STORM PLANS

**PHASING PLAN**

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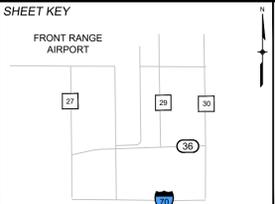
**SCHEDULE B AND C EXTENTS:**



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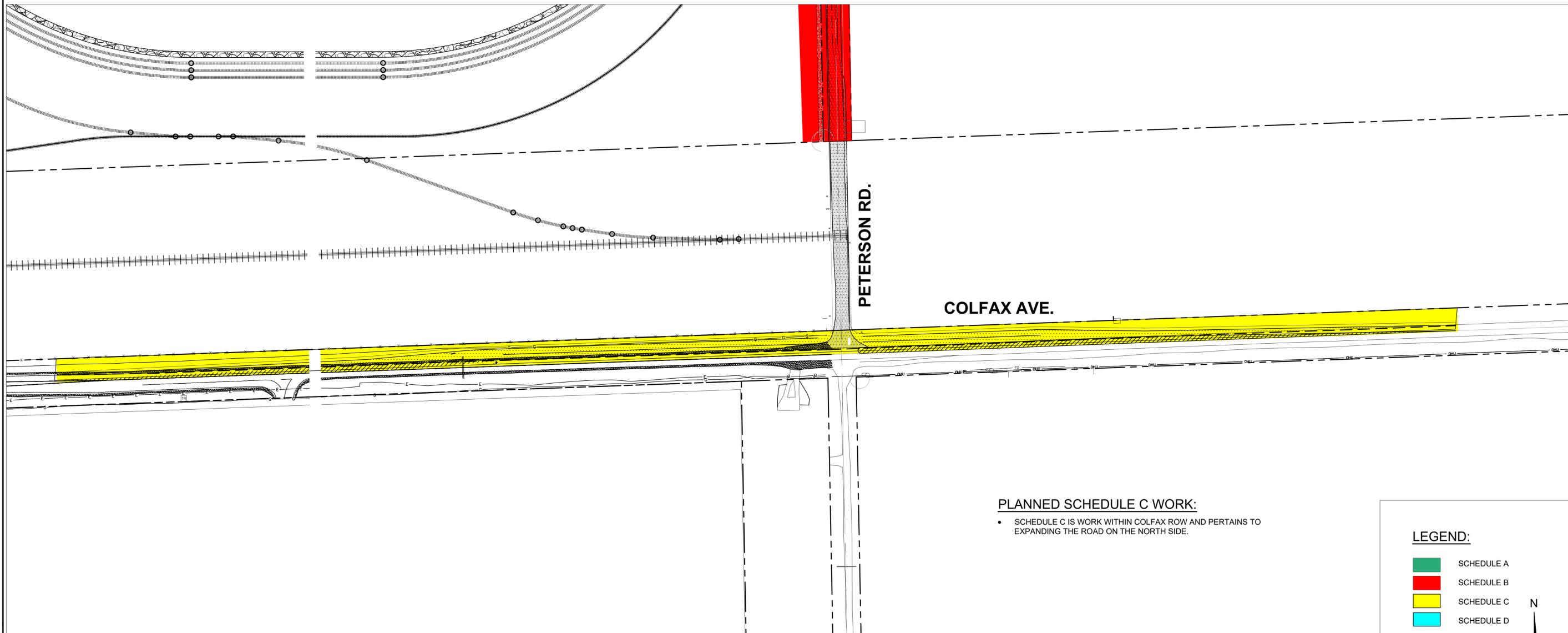
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ROCKY MOUNTAIN RESOURCES  
ROAD & STORM PLANS

**PHASING PLAN**

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CHECKED BY: JK	VERT: N/A	SHEET 1 OF ---	

SCHEDULE C EXTENTS:



**PLANNED SCHEDULE C WORK:**

- SCHEDULE C IS WORK WITHIN COLFAX ROW AND PERTAINS TO EXPANDING THE ROAD ON THE NORTH SIDE.

**LEGEND:**

- SCHEDULE A
- SCHEDULE B
- SCHEDULE C
- SCHEDULE D

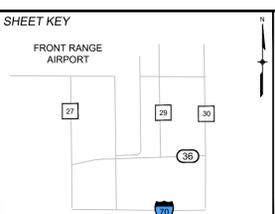


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**Matrix**  
Excellence by Design

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**CITY OF AURORA**

ROCKY MOUNTAIN RESOURCES  
ROAD & STORM PLANS

**PHASING PLAN**

DESIGNED BY: KF	SCALE: N/A	DATE ISSUED: JULY 2024	DRAWING No. PH01
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CHECKED BY: JK	VERT: N/A		

**Master Development Agreement for Rocky Mountain Rail Park**

After Recording Return To:  
Jill Jennings Golich, Director  
Adams County Community and Economic Development  
1st Floor, Suite W2000A  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## MASTER DEVELOPMENT AGREEMENT FOR ROCKY MOUNTAIN RAIL PARK

THIS MASTER DEVELOPMENT AGREEMENT FOR ROCKY MOUNTAIN RAIL PARK (“MASTER AGREEMENT”) is made and entered into by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS, State of Colorado, hereinafter “COUNTY,” and RAIL LAND COMPANY, LLC d/b/a ROCKY MOUNTAIN RAIL PARK, a Colorado limited liability company, hereinafter “DEVELOPER” (each a “PARTY,” or collectively, the “PARTIES”).

### RECITALS

WHEREAS, Developer is the owner of approximately 619.45 acres real property in the County of Adams, State of Colorado, as described in **Exhibit A** attached hereto, and by this reference made a part hereof (“PROPERTY”), commonly known as the Rocky Mountain Rail Park (“SUBDIVISION”);

WHEREAS, the Subdivision will facilitate the development of a rail park adjacent to the Colorado Air and Space Port (“CASP”), and is designed to allow rail delivery to individual end users and further the economic development of the County;

WHEREAS, the subdivision statutes of the State of Colorado, C.R.S. § 30-28-137, and the subdivision resolution of the County authorize the execution of an agreement between the County and Developer whereby Developer agrees to construct any required public improvements for the Subdivision, and to provide security for completion of the public improvements that are within the County’s jurisdiction;

WHEREAS, due to the size and complexity of the Subdivision, as well as economic cycles and market conditions that will impact the term of absorption, this Agreement provides for the completion of certain public improvements (“FUTURE IMPROVEMENTS”) within the Subdivision and outside of the Subdivision when warranted by development activities within the Subdivision;

WHEREAS this Master Agreement will serve to ensure that the Future Improvements are completed concurrently with, or before, the completion of development within the Subdivision that creates the impacts that create the demand for such improvements, and that security and warranties will be provided to the County according to the County’s adopted requirements, which are included in the form Development Agreement (“DA”) attached as **Exhibit B**;

WHEREAS, this Master Agreement is consistent with the purpose of Planned Unit Development (“PUD”) zoning for the Subdivision, which is to permit detailed development planning as development occurs to allow flexibility in adapting to market demands while protecting and promoting the public health, safety, and welfare of existing and future residents of Adams County, and relieving the County from the cost of completing the Future Improvements; and

WHEREAS, the Parties agree that the impacts of the Subdivision as approved will be fully addressed by this Master Agreement and the subsequent Development Agreements between the County, and the Parties acknowledge that surety may be required for Future Improvements as detailed in those subsequent Development Agreements.

NOW, THEREFORE, in consideration of the foregoing and upon approval and recordation of the final plat of the Subdivision, the parties hereto promise, covenant, and agree as follows:

1. **Incorporation of Recitals.** The Recitals above are fully incorporated herein and made a part hereof.

2. **Future Improvements.**

2.1 *Generally.* The Parties agree that the Future Improvements are not yet warranted and are likely to be influenced by specific development plans proposed by subsequent purchasers of individual lots within the Subdivision (“LOTS”). Future Improvements will be required if and when certain thresholds (“THRESHOLDS”) identified in Master Traffic Impact Study, as defined in Section 2.2, below, are met. If and when a Threshold is met, Developer shall design and construct the Future Improvements as set forth herein.

2.2 *Master Traffic Impact Study.* Developer submitted for review, and the County approved, a Master Traffic Impact Study (“MASTER STUDY”). The Master Study analyzes the entire Subdivision at full build-out of all Lots. The Master Study identifies the Future Improvements that are necessary to mitigate for impacts of the fully developed Subdivision and identifies traffic count Thresholds for when specific Future Improvements will be required (when thresholds are met or exceeded, such Future Improvements will be referred to herein as “TRIGGERED IMPROVEMENTS”). The Master Study was prepared at Developer’s sole cost and expense. A summary of the Future Improvements contemplated by the Master Study is attached as **Exhibit C**. To the extent of any conflict between the Master Study and Exhibit C, the Master Study shall control.

2.3 *Development of Lots.* THE DEVELOPER ACKNOWLEDGES THAT THE TIME REQUIRED FOR PROCESSING APPLICATIONS FOR LOT DEVELOPMENT PERMITS, AS DEFINED BELOW, MAY BE EXTENDED BY A REASONABLE PERIOD DUE TO THE ADDITIONAL PROCESSING REQUIREMENTS OF THIS SECTION, AND THAT SAID EXTENTION OF TIME IS NECESSARY TO ACCOMMODATE THE DEVELOPER’S REQUEST (AND THE COUNTY’S AGREEMENT) TO ALLOW FOR THE TIMING OF CONSTRUCTION OF FUTURE IMPROVEMENTS AS PROVIDED IN

THIS AGREEMENT. Along with any application for construction, building, or change-in-use permits for a Lot that may result in an increase in trip generation (each, a "LOT DEVELOPMENT PERMIT"), the Developer shall prepare a Traffic Impact Study ("TIS"), at the Developer's sole cost and expense, and submit the TIS to the County for review and approval (a TIS is not required for subsequent applications for Lot Development Permits that generate traffic that was previously accounted for in a prior TIS). The TIS shall be used to determine whether Triggered Improvements are required. The TIS must include a Trip Generation analysis for the subject Lot, address its cumulative impacts with all previously developed Lots, and provide analysis regarding whether the proposed development or use requires the construction of Triggered Improvements. Actual traffic counts shall be used (in lieu of Trip Generation calculations) for previously developed Lots, if Certificates of Occupancy have been issued for those Lots and a use is established such that their traffic impacts may be measured. If Triggered Improvements are not required, the Developer may apply for a Lot Development Permit in accordance with the County's Development Standards and Regulations. If Triggered Improvements are required, the TIS must identify them with particularity, and *in addition to all other applicable requirements for issuance of a Lot Development Permit*:

2.3.1 If the Triggered Improvements are to be dedicated to or otherwise under control of the County, then Developer shall submit an executed DA and collateral to the County as provided in Section 5, below.

2.3.2 If the Triggered Improvements are to be dedicated to another jurisdiction ("REGULATING JURISDICTION"), then County shall not issue the Lot Development Permit until after the Developer has submitted such application materials to the Regulating Jurisdiction as its adopted regulations require for construction of such Triggered Improvements; and the County shall not issue a Certificate of Occupancy for the development or use authorized by the Lot Development Permit until the Regulatory Jurisdiction has accepted the Triggered Improvements (preliminary acceptance, subject to Developer warranty, shall be considered acceptance for the purposes of this provision).

#### 2.4 *Drainage Improvements.*

2.4.1 SUB-AREAS FOR DRAINAGE PURPOSES. The Subdivision is separated into two distinct development areas, divided by Colfax Avenue. For the purposes of describing the drainage improvement, the "North Area" is defined as the area north of Colfax Avenue, and the "South Area" is defined as the area south of Colfax Avenue.

2.4.2 Prior to or simultaneously with the development of the first Lot in the North Area, Developer shall complete all required drainage improvements in the North Area and the swales to the east and west of the development (*i.e.*, Crooked Run and Crooked Run East). Alternatively, the County may administratively approve a series of temporary drainage improvements if it finds that they adequately address the demands of proposed

development, and allow for sequential construction of the permanent drainage system as approved for the Subdivision.

2.4.3 Prior to or simultaneously with the development of the first Lot in the South Area, Developer shall complete all required drainage improvements in the South Area.

3. **Engineering Services.** Developer shall furnish or cause to have furnished, without cost to the County, all engineering services in connection with the design and construction of Triggered Improvements that are required pursuant to this Master Agreement when construction of such Triggered Improvements is required. Developer shall obtain, or cause to have obtained the approval from the County or other applicable Regulating Jurisdiction for all construction plans and engineering reports in connection with the design and construction of said Triggered Improvements. It is the Developer's responsibility to satisfy the requirements of Section 2.3.2 by notifying the County of its application to a Regulating Jurisdiction and the subsequent acceptance by the Regulating Jurisdiction of completed Triggered Improvements. The Developer shall promptly provide such interim documentation (e.g., construction permits, inspection reports, etc.) regarding construction of Triggered Improvements as the County may request from time to time, provided such documentation is then available to the Developer.
4. **Drawings and Estimates.** At or before the time that a TIS associated with a Lot Development Permit identifies that one or more Triggered Improvements are required, Developer shall furnish, or cause to have furnished, drawings and cost estimates for the Triggered Improvements that are then warranted, to (and for approval by) the County or other Regulating Jurisdiction, as applicable. Nothing in this Section 4 shall be interpreted to require Developer to furnish more or less information to the Regulating Jurisdiction than it would otherwise require.
5. **Development Agreement.**
  - 5.1 *Generally.* DAs that are required by this Agreement shall be submitted in the form attached hereto as **Exhibit B**, in order to provide for construction and (as applicable) warranty of the Triggered Improvements then required, according to the drawings and materials approved by the County.
  - 5.2 *Cost of Construction Exhibit.* Developer shall attach to the DA the design and a corresponding Engineer's Opinion of Probable Cost ("EOPC") (together, the "COST OF CONSTRUCTION EXHIBIT") for the applicable Triggered Improvement, to detail the costs used in determining the Surety requirement as defined in the DA. Construction costs shall be estimated by a registered Colorado Engineer, who must sign and stamp the EOPC exhibit.
  - 5.3 *Public Improvement Construction Schedule Exhibit.* The Cost of Construction Exhibit shall include a completion deadline for all of the improvements included therein. Developer shall not commence construction prior to approval of the DA for that Lot and all prerequisites to

construction outlined in the DA, and receipt of the appropriate Grading Permit, Access Permit, and/or Right-of-Way ("ROW") Permit from the County.

5.4 *Provisions for Surety.* Surety to the County shall be in an amount equal to estimated cost to construct the Future Improvement plus twenty percent (20%) to cover administration and five percent (5%) per year of the term of the DA to cover inflation. Draws under any such Surety shall follow the procedures set out in the Surety and the requirements of the Adams County Development Standards and Regulations ("ACDS&R"), which shall be consistent with the DA. Release of Surety shall be in accordance with the requirements of the Adams County Development Standards and Regulations.

5.5 *Other Regulating Jurisdictions.* Developer shall follow such protocols as adopted by other Regulating Jurisdictions with regarding to permitting and surety for Future Improvements within their jurisdictions. The County will not require the Developer to provide Surety to the County for Future Improvements to be constructed in or for other Regulating Jurisdictions.

6. **Public Land Dedication.** Pursuant to Section 5-05-05-02-01, ACDS&R, Developer shall pay cash-in-lieu for 30.9725 acres of regional parks (representing five percent of the land area of the Subdivision), totaling one million five hundred thirty-nine thousand seven hundred ninety-eight and no / 100 dollars (**\$1,539,798.00**). Pursuant to Section 5-05-05-03(3), ACDS&R, the payment of cash-in-lieu for regional parks shall be split into four payments. The first payment is due prior to recording the final plat, the second payment is due prior to the issuance of a Building Permit which would constitute greater than 25 percent of the development, the third payment is due prior to the issuance of a Building Permit which would constitute greater than 50 percent of the development, and the fourth payment is due prior to the issuance of a Building Permit which would constitute greater than 75 percent of the development. The cash-in-lieu set out in this Section 6 shall represent the maximum cash-in-lieu required from the Subdivision for regional parks; however, if the County amends the ACDS&R at any time prior to the fourth payment, to provide for: (a) a lower cash-in-lieu payment for property that is comparable to the Subdivision due to either industrial or PUD zoning that allows comparable uses; or (b) an appeal or individual calculation methodology to reduce amounts due based on the individual characteristics of a development, then Developer may apply for a reduction of its total payment according to such updated or amended County regulations and apply that reduction to the balance due to the County.

7. **Default by Developer.** A default by Developer under this Master Agreement shall exist after notice and an opportunity to cure of not less than 10 days, as hereinafter provided, if: (a) Developer fails to cure any noncompliance specified in any written notice of noncompliance from the County within a reasonable time after receipt of the notice of noncompliance; (b) Developer otherwise breaches or fails to comply with any obligation of Developer under this Agreement; or (c) Developer becomes insolvent, files a voluntary petition in bankruptcy, is adjudicated a bankrupt pursuant to an involuntary petition in bankruptcy, or a receiver is appointed for Developer. An administrative determination by the County that the Developer is in default shall be appealable to the Board of County Commissioners.

8. **Protection of Innocent Purchasers.** This Agreement is entered into pursuant to the requirements of the ACDS&R and C.R.S. § 30-28-137(1)(b). It is therefore subject to the provisions of C.R.S. § 30-28-137.
9. **Successors and Assigns.** This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of Developer, and shall be deemed a covenant running with the real property as described in **Exhibit A** attached hereto.

10. **Assignability.**

- 10.1 *Assignment to District.* County acknowledges that the Rocky Mountain Rail Park Metro District (“DISTRICT”) has been formed for the purpose of constructing and maintaining certain improvements within the Property. The County hereby consents to the performance by the District of any of the obligations of the Developer hereunder. Upon the assignment by the Developer of all or a portion of the Developer’s obligations hereunder to the District and the assumption of such obligation by the District, the Developer shall be released from such assigned obligation, and the County will accept performance of such assigned obligation from the District.
- 10.2 *Assignment to Others.* Developer may assign its rights and obligations under this Agreement to a party who is the successor or assignee of Developer in its capacity as developer of the Subdivision without the consent of the County; provided, however, that: (a) Developer notifies the County of the assignment and of the name and address of the successor developer; and (b) the successor Developer assumes the obligations of Developer under this Agreement. Unless otherwise agreed by County, Developer shall remain liable for performance of the obligations of Developer under this Agreement. The County shall release a surety furnished by Developer if the County accepts new security from any successor Developer of the Subdivision.

11. **Miscellaneous.**

- 11.1 *Notices.* Any notice or communication required under this Agreement must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice will be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section, designate additional persons to whom notices or communications will be given and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

If to the County:

Board of County Commissioners  
County of Adams  
4430 South Adams County Parkway  
Brighton, CO 80601  
Attention: Chair

With a required copy to:  
Adams County Attorney  
4430 South Adams County Parkway  
Brighton, CO 80601  
Attention: County Attorney

If to Owner:

Rail Land Company, LLC  
d/b/a Rocky Mountain Rail Park  
4601 DTC Boulevard, Suite 130  
Denver, CO 80237

With a required copy to:  
Fairfield and Woods, P.C.  
1801 California Street, Suite 2600  
Denver, Colorado 80203  
Attention: Rita Connerly, Esq.

- 11.2 *Further Assurances.* At any time, and from time to time, upon request of either Party, the other Party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting Party any and all further instruments, certificates, or documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete, or perfect the right of the Parties under this Agreement.
- 11.3 *Binding Effect.* Subject to Section 9, above, this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 11.4 *Headings for Convenience.* All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.
- 11.5 *Severability.* If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, it shall not affect the validity of this Agreement as a whole or any part thereof other than the part declared to be invalid and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.

- 11.6 *No Waiver of Governmental Immunity.* Nothing contained in this Agreement shall constitute a waiver of the governmental immunity under applicable state law.
- 11.7 *Consent to Jurisdiction and Venue.* Personal jurisdiction and venue for any civil action commenced by either party to this Agreement with respect to this Agreement or a surety shall be proper only if such action is commenced in the District Court for Adams County, Colorado.
- 11.8 *Third-Party Beneficiaries.* This Master Agreement is intended to provide for the construction of infrastructure to support development within unincorporated Adams County, Colorado, and while non-parties are named in this Master Agreement, it is intended only for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person, organization, entity, or political subdivision.
- 11.9 *Force Majeure.* Neither party shall be liable for failure to perform hereunder if such failure is the result of Force Majeure and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any Force Majeure. "Force Majeure" shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, acts of terrorism, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, pandemic disease, or action of government authorities.
- 11.10 *Entire Agreement.* This Agreement, and any agreement or document referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof and all other prior understandings or agreements shall be deemed merged in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[Signature Pages Follow]

RAIL LAND COMPANY, LLC,  
a Colorado limited liability company

By: *Meggy M [Signature]*  
Authorized Signatory

STATE OF COLORADO                    }  
  } ss.  
CITY AND COUNTY OF DENVER        }

The foregoing instrument was acknowledged before me this 31 day of August,  
2020, by *Breanna Taylor* as authorized signatory for Rail Land Company, LLC, a Colorado limited  
liability company.

My commission expires: 5/15/2023

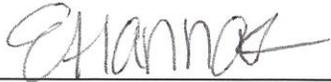
Address: 4601 DTC Blvd. Sk10 Aleksandra Comerford  
Denver, CO 80237  
Notary Public

ALEKSANDRA COMERFORD  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20194017513  
MY COMMISSION EXPIRES MAY 15, 2023

APPROVED BY resolution at the meeting of September 1st, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

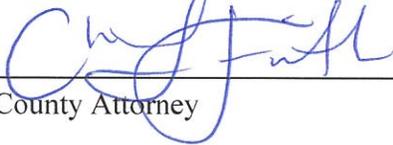


\_\_\_\_\_  
Clerk of the Board



\_\_\_\_\_  
Chair

APPROVED AS TO FORM:



\_\_\_\_\_  
County Attorney

**EXHIBIT A**

**LEGAL DESCRIPTION  
ROCKY MOUNTAIN RAIL PARK**

**EXHIBIT "A"**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO  
SHEET 1 OF 2

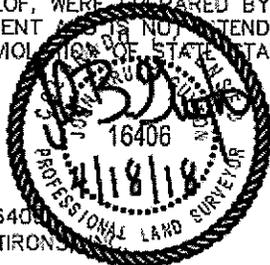
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

CONSIDERING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 35 TO BEAR NORTH 89°24'01" WEST, A DISTANCE OF 2657.29 FEET BETWEEN THE EAST QUARTER CORNER OF SECTION 35, BEING A FOUND #6 REBAR WITH 2 1/2" ALUMINUM CAP, "LS 5112 T3S R64W 35 36 1/4 1991" AND THE CENTER QUARTER OF SECTION 35, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, "T3S R67W [SIC] CENTER 1/4 SEC 35 1992 LS 10734" WITH ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 35; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 35, NORTH 00°24'15" WEST, A DISTANCE OF 986.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°24'15" WEST, A DISTANCE OF 1644.15 FEET TO THE SOUTH QUARTER CORNER OF SECTION 26; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, NORTH 00°54'59" WEST, A DISTANCE OF 849.46 FEET TO POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST COLFAX AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 87°56'25" EAST, A DISTANCE OF 2449.51 FEET; THENCE SOUTH 01°03'37" EAST, A DISTANCE OF 949.60 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE ALONG SAID SECTION LINE, SOUTH 89°43'06" EAST, A DISTANCE OF 184.57 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PETERSON ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°12'00" EAST, A DISTANCE OF 1653.32 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 89°31'02" WEST, A DISTANCE OF 2630.74 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 35, SAID POINT ALSO BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,545,869 SQ. FT. OR 150.27 ACRES MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON  
COLORADO P.L.S. #16406  
CHAIRMAN/CEO, FLATIRONS

FSI JOB NO. 18-71,096

**Flatirons, Inc.**  
*Surveying, Engineering & Geomatics*



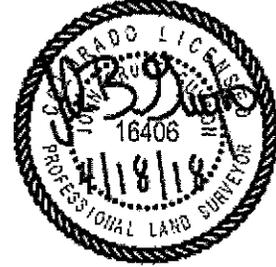
3825 IRIS AVE, STE 395  
 BOULDER, CO 80301  
 PH: (303) 443-7001  
 FAX: (303) 443-9830  
 www.FlatironsInc.com

JOB NUMBER: 18-71,096 DRAWN BY: M. VOYLES DATE: APRIL 17, 2018 (PARCEL 1)  
THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

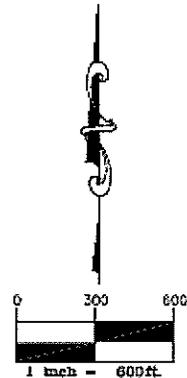
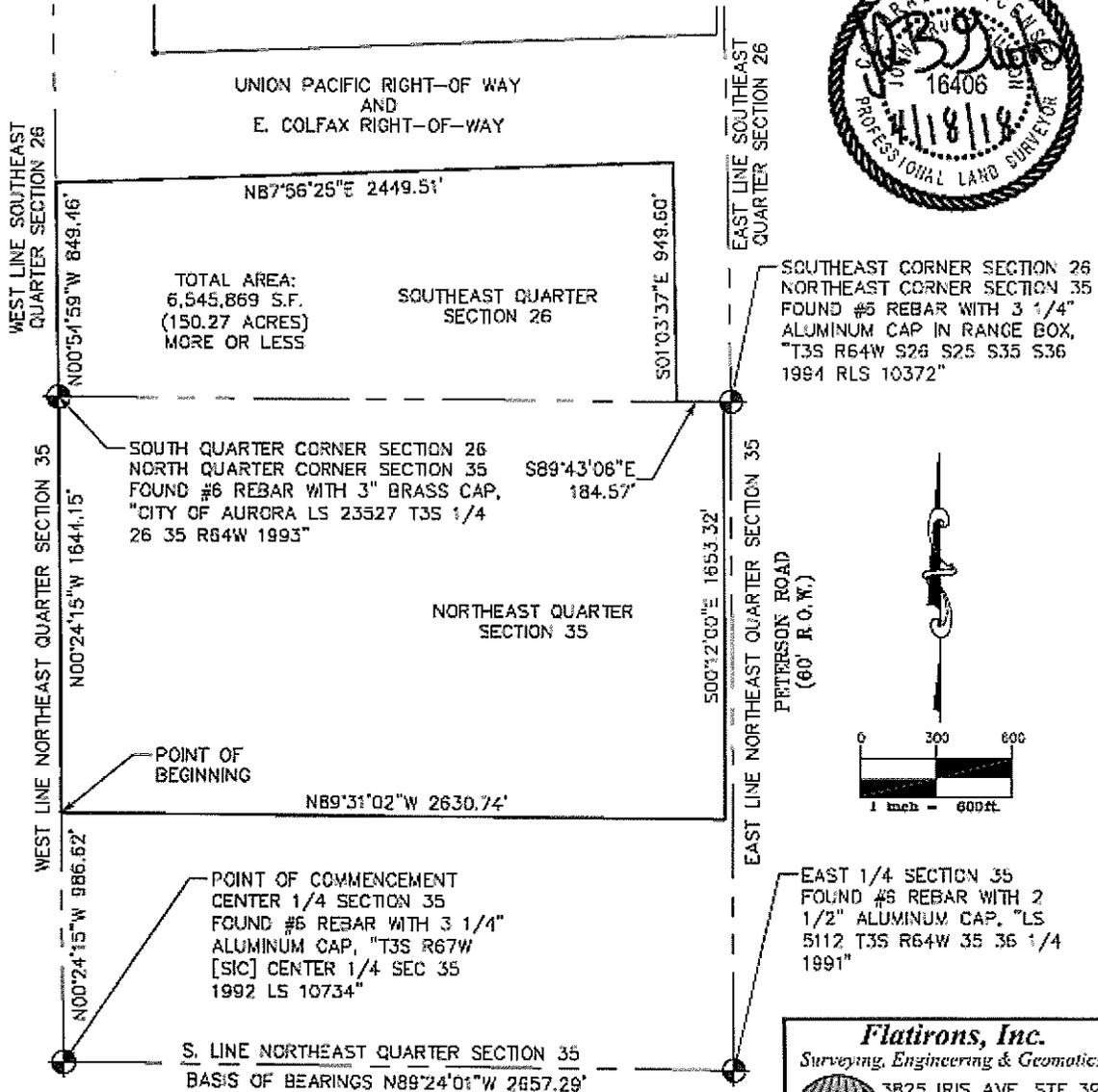
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# EXHIBIT "A"

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO  
SHEET 2 OF 2



BY:AVOYLES FILE:71096\_LEGAL DESCRIPTIONS.DWG DATE:4/18/2018 12:48 PM



**Flatirons, Inc.**  
 Surveying, Engineering & Geomatics  
  
 3825 IRIS AVE, STE 395  
 BOULDER, CO 80301  
 PH: (303) 443-7001  
 FAX: (303) 443-9830  
[www.FlatironsInc.com](http://www.FlatironsInc.com)

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# EXHIBIT "A"

LOCATED IN THE EAST HALF OF SECTIONS 26 AND 23, TOWNSHIP 3 SOUTH,  
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO  
SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTIONS 26 AND 23, TOWNSHIP 3 SOUTH,  
RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 35 AS BEARING NORTH  
89°24'01" WEST, A DISTANCE OF 2657.29 FEET BETWEEN THE EAST QUARTER CORNER OF SECTION  
35, BEING A FOUND #6 REBAR WITH 2 1/2" ALUMINUM CAP, "LS 5112 T3S R64W 35 36 1/4 1991"  
AND THE CENTER QUARTER OF SECTION 35, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP,  
"T3S R67W [SIC] CENTER 1/4 SEC 35 1992 LS 10734" WITH ALL BEARINGS SHOWN HEREON ARE  
RELATIVE THERETO.

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 35; THENCE ALONG THE WEST LINE OF  
THE NORTHEAST QUARTER OF SECTION 35, NORTH 00°24'15" WEST, A DISTANCE OF 2630.77 FEET TO  
THE SOUTH QUARTER CORNER OF SECTION 26; THENCE ALONG THE WEST LINE OF THE SOUTHEAST  
QUARTER OF SECTION 26, NORTH 00°54'59"W, A DISTANCE OF 1349.52 FEET TO POINT ON THE  
NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID NORTH  
RIGHT-OF-WAY LINE, NORTH 87°56'25"E, A DISTANCE OF 400.05 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 00°54'59"W, A DISTANCE OF 1292.35 FEET; THENCE NORTH 00°54'42"W, A DISTANCE  
OF 2647.11 FEET; THENCE NORTH 00°38'13"W, A DISTANCE OF 2646.37 FEET; THENCE NORTH  
00°38'12"W, A DISTANCE OF 2643.27 FEET; TO A POINT ON THE NORTH LINE OF THE NORTHEAST  
QUARTER OF SECTION 23; THENCE ALONG SAID NORTH LINE, THENCE SOUTH 89°37'39"E, A DISTANCE  
OF 2229.51 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PETERSON ROAD; THENCE  
ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 00°33'11"E, A DISTANCE OF 2646.70 FEET;
- 2) THENCE SOUTH 00°33'13"E, A DISTANCE OF 2646.16 FEET;
- 3) THENCE SOUTH 01°04'21"E, A DISTANCE OF 2650.03 FEET;
- 4) THENCE SOUTH 01°04'25"E, A DISTANCE OF 1191.58 FEET TO A POINT ON SAID NORTH  
RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE,  
SOUTH 87°56'25" WEST, A DISTANCE OF 2232.37 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 20,437,415 SQ. FT. OR 469.18 ACRES MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR  
AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING  
MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE  
REQUEST OF THE CLIENT AND ARE INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR  
SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON  
COLORADO P.L.S. #16406  
CHAIRMAN/CEO, FLATIRONS

FSI JOB NO. 18-71,096

JOB NUMBER: 18-71,096 DRAWN BY: M. VOYLES DATE: APRIL 17, 2018 (PARCEL 2)  
THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS  
NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD  
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
*Surveying, Engineering & Geomatics*



3825 IRIS AVE, STE 395  
BOULDER, CO 80301  
PH: (303) 443-7001  
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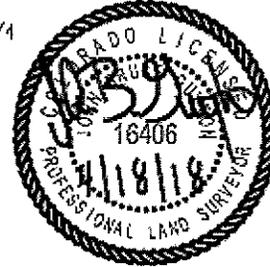
BY: MVOYLES FILE: 71096\_LEGAL DESCRIPTIONS.DWG DATE: 4/18/2018 1:04 PM

# EXHIBIT "A"

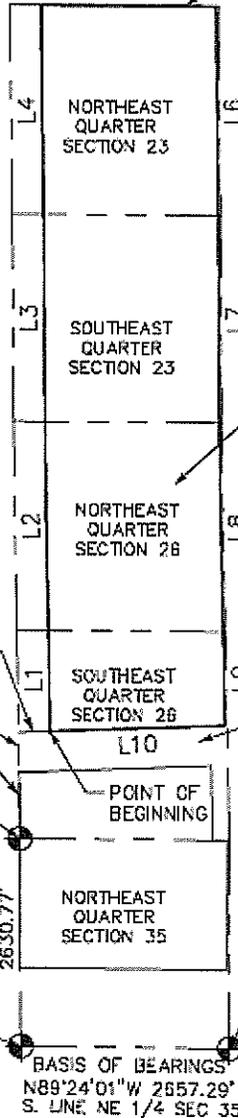
LOCATED IN THE EAST HALF OF SECTIONS 26 AND 23, TOWNSHIP 3 SOUTH,  
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 2

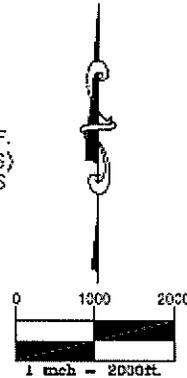
N LINE NE 1/4  
SEC. 23



PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	1292.35	N00°54'59"W
L2	2647.11	N00°54'42"W
L3	2646.37	N00°38'13"W
L4	2643.27	N00°38'12"W
L5	2229.51	S89°37'39"E
L6	2646.70	S00°33'11"E
L7	2646.16	S00°33'13"E
L8	2650.03	S01°04'21"E
L9	1191.58	S01°04'25"E
L10	2232.37	S87°56'25"W



TOTAL AREA:  
70,437,415 S.F.  
(169.18 ACRES)  
MORE OR LESS



SOUTH QUARTER CORNER SECTION 26  
NORTH QUARTER CORNER SECTION 35  
FOUND #6 REBAR WITH 3" BRASS  
CAP, "CITY OF AURORA LS 23527 T3S  
1/4 26 35 R64W 1993"

POINT OF COMMENCEMENT  
CENTER 1/4 SECTION 35  
FOUND #6 REBAR WITH 3  
1/4" ALUMINUM CAP, "T3S  
R67W [SIC] CENTER 1/4  
SEC 35 1992 LS 10734"

BASIS OF BEARINGS  
N89°24'01"W 2657.29'  
S. LINE NE 1/4 SEC 35

EAST 1/4 SECTION 35  
FOUND #6 REBAR WITH 2  
1/2" ALUMINUM CAP, "LS  
5112 T3S R64W 35 36  
1/4 1991"

BY: MVOYLES FILE: 71096\_LEGAL DESCRIPTIONS.DWG DATE: 4/18/2018 1:07 PM

JOB NUMBER: 18-71,096 DRAWN BY: M. VOYLES DATE: APRIL 17, 2018 (PARCEL 2)  
THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS  
NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD  
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
Surveying, Engineering & Geomatics  
3825 IRIS AVE, STE 395  
BOULDER, CO 80301  
PH: (303) 443-7001  
FAX: (303) 443-9830  
[www.FlatironsInc.com](http://www.FlatironsInc.com)

**EXHIBIT B**

**FORM OF DEVELOPMENT AGREEMENT**

---

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between \_\_\_\_\_, a \_\_\_\_\_ corporation qualified to do business in Colorado (“Developer”), whose address is \_\_\_\_\_ and the Board of County Commissioners of the County of Adams, State of Colorado (“County”), whose address is 4430 S. Adams County Parkway, Brighton, CO 80601.

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, within the Rocky Mountain Rail Park Subdivision, such real property as described in Exhibit “A” attached hereto, and by this reference made a part hereof.

WHEREAS, Real property within the Rocky Mountain Rail Park Subdivision is subject to the terms of that certain Master Development Agreement for Rocky Mountain Rail Park, dated \_\_\_\_\_, 2020 and recorded in the Public Records of Adams County on \_\_\_\_\_, 2020 at Reception No. \_\_\_\_\_ (“Master Agreement”).

WHEREAS, this Development Agreement implements the requirements of the Master Agreement.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit “B” attached hereto, and by this reference made a part hereof (“Improvements”).
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit “B” for approval by the County. Upon request, the Developer shall furnish one set of reproducible “as built” drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit “B”.

4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B". The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.
5. **Warranties of Developer.** Developer warrants that the Improvements shall be installed in good workmanlike manner and in substantial compliance with the Plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Developer shall remain in effect until Preliminary Acceptance of the improvements by the County.
6. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$<XXXXXX>, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of preliminary acceptance.

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the Department of Public Works.

7. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.

9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

(General description of construction.) See Exhibit "B" for description, estimated quantities and estimated construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

(General description of right-of-way).

Name/s  
Developer

By: \_\_\_\_\_  
Name, Title

State of Colorado                    }  
  } ss:  
County of \_\_\_\_\_            }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_, on behalf of the \_\_\_\_\_.

[SEAL]

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

APPROVED BY resolution at the meeting of \_\_\_\_\_, 20\_\_.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \_\_\_\_\_. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

**EXHIBIT A**  
**TO DEVELOPMENT AGREEMENT**

**Legal Description:**

**EXHIBIT B**  
**TO DEVELOPMENT AGREEMENT**

**Public Improvements:** Street Name/s

<u>Description</u>	<u>Est. Quantity</u>	<u>Est. Unit Cost</u>	<u>Est. Construct. Cost</u>
--------------------	----------------------	-----------------------	-----------------------------

**Construction Completion Date:**

Initials or signature of Developer: \_\_\_\_\_

**EXHIBIT C**

**FUTURE IMPROVEMENTS**

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**EXHIBIT C**

**Table 9 – Summary of Short-Term 2030 and Long-Term 2045 Intersection Improvements**

<b>Intersection</b>	<b>Improvements</b>	<b>Project Threshold ADT / Planning Year Needed</b>
Colfax Avenue & Manilla Road	<ul style="list-style-type: none"> <li>• Construct Eastbound Left Turn Lane (400-ft + 220-ft Taper) *</li> <li>• Construct Westbound Left Turn Lane (770-ft + 220-ft Taper) *</li> <li>• Construct Northbound to Eastbound Acceleration Lane (740-ft + 220-ft Taper) *</li> </ul>	<ul style="list-style-type: none"> <li>• ## / 2030</li> <li>• # / 2030</li> <li>• 250 ADT / 2030</li> </ul>
Colfax Avenue & Petterson Road	<ul style="list-style-type: none"> <li>• Construct Eastbound Left Turn Lane (685-ft + 220-ft Taper) *</li> <li>• Construct Westbound Right Turn Deceleration Lane (380-ft + 220-ft Taper) *</li> <li>• Construct Southbound to Westbound Acceleration Lane (740-ft + 220-ft Taper) *</li> </ul>	<ul style="list-style-type: none"> <li>• 90 ADT NP / 2030</li> <li>• 2,050 ADT NP / 2030</li> <li>• 496 ADT NP / 2030</li> </ul>
Colfax Avenue South Parcel West Access	<ul style="list-style-type: none"> <li>• Construct Eastbound Right Turn Deceleration Lane (380-ft + 220-ft Taper) *</li> <li>• Construct Westbound Left Turn Lane (390-ft + 220-ft Taper) *</li> </ul>	<ul style="list-style-type: none"> <li>• 322 ADT SP / 2030</li> <li>• 794 ADT SP / 2030</li> </ul>
Colfax Avenue South Parcel East Right-in/Right-out Access	<ul style="list-style-type: none"> <li>• Construct Eastbound Right Turn Deceleration Lane (380-ft + 220-ft Taper) *</li> </ul>	<ul style="list-style-type: none"> <li>• 642 ADT SP / 2030</li> </ul>
I-70 Westbound Ramps & Manilla Rd	<ul style="list-style-type: none"> <li>• Construct Southbound Right Turn Lane (275-ft + 160-ft Taper)</li> <li>• Construct Westbound Right Turn Lane (100-ft + 160-ft Taper) *</li> <li>• Traffic Signal</li> </ul>	<ul style="list-style-type: none"> <li>• # / 2030</li> <li>• 682 ADT / 2030</li> <li>• ### / 2045</li> </ul>
I-70 Eastbound Ramps & Manilla Rd	<ul style="list-style-type: none"> <li>• Construct Eastbound Left Turn Lane (275-ft + 160-ft Taper) *</li> </ul>	<ul style="list-style-type: none"> <li>• # / 2030</li> </ul>

# Improvement Warranted Based on Existing Traffic;

## Improvement Not Related to Project;

### = Long Term Improvement Not Needed with Full Project Development

\* = These improvements are within CDOT jurisdiction and will be either funded or constructed as required by CDOT. County will advise developer if an access permit triggers these improvements.

NP = North Parcel; SP = South Parcel;

Notes:

- SIA's submitted with individual development plans may include fair share reimbursement in accordance with Adams County Standards.
- The timing of the City of Aurora improvements will be in accordance with Aurora requirements.
- The County and Developer acknowledge that fair share reimbursement is allowed for required offsite County improvements in accordance with the Adams County Development Standards and Regulations, Section 5-02-04. Reimbursement may be provided for in the Development Agreements pursuant to this Master Agreement.



December 3, 2024

Mr. Brian Fallin  
Rail Land Company  
6200 S Syracuse Way  
Suite 450  
Greenwood Village, Colorado 80111

Re: Rocky Mountain Rail Park (North) – Traffic Conformance Letter  
Adams County, Colorado

Dear Mr. Fallin,

This letter documents the results of a traffic study including trip generation comparison and intersection analysis at Colfax Avenue (SH-36) and Peterson Road for the Rocky Mountain Rail Park development areas Lot 1a and Lots 2-5 to be located in Adams County, Colorado. These three (3) lots are planned to be completed as the first phase of the Rocky Mountain Rail Park development. Lot 1a is planned to occupy approximately 6 acres, Lot 2, 3, and 4 (East Campus) with approximately 60 acres, and Lot 5 with 10 acres.

### TRIP GENERATION

The original traffic study assumed the northern lots would generate trips similar to an Industrial Park land use (ITE Land Use Code 130). The trip generation was determined using the most recent *Trip Generation Report* published by the Institute of Transportation Engineers (ITE) at the time of the original study (10<sup>th</sup> Edition). The original traffic study assumed the industrial park generated approximately 5.82 trips per acre per day with 0.88 trips per acre for the morning peak hour and 0.84 trips per acre for the afternoon peak hour. Whereas the southern lot assumed a 131-acre paving operation plant with client specific information. Therefore, each acre would generate approximately 5.22 daily trips per acre and 0.72 peak hour trips per acre.

The proposed Lot 1a, Lot 2-4, and Lot 5 have evolved and have client specific data. Lot 1a is planned to have at most 5,000 tons of cement to transload per day for 150 weekdays per year. The trucks can hold 25 tons per load and will work 9 hour shifts from 3 am to 12 pm. Therefore, approximately 200 trucks trips max occur per day with a uniform 44 trips per hour during the work hours. Of note, no afternoon peak hour trips will occur with Lot 1a. Likewise, the East Campus (includes Lots 2, 3, and 4) is planned to include office and manufacturing facilities, and the trip generation was provided by the developer. Lastly, Lot 5 is planned to have at most 10-tractor trailer loads per day for five days a week. Therefore, assuming the truck traffic uniformly over working hours, there is approximately two (2) trips per peak hour to be conservative. **Table 1** below summarizes the proposed trips compared to the original trips studied in the master traffic study for the proposed lots.

**Table 1: RMRP Lots 1a, 2-5 Trip Generation Comparison**

Land Use and Intensity	Lot	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
<b>Original Land Use – ITE 10<sup>th</sup> Ed</b>								
Paving Operations 131 Acres	1a	684	72	22	94	22	72	94
<b>Paving Operations (Pro-Rated) 6 Acres</b>		<b>32</b>	<b>5</b>	<b>1</b>	<b>6</b>	<b>1</b>	<b>5</b>	<b>6</b>
<b>Industrial Park 60 Acres</b>	2, 3, 4	<b>354</b>	<b>45</b>	<b>9</b>	<b>54</b>	<b>9</b>	<b>42</b>	<b>51</b>
Industrial Park (ITE 130) 277 Acres	5	1,612	210	34	244	47	186	233
<b>Industrial Park (Pro-Rated) 10 Acres</b>		<b>60</b>	<b>7</b>	<b>2</b>	<b>9</b>	<b>1</b>	<b>7</b>	<b>8</b>
<b>Total Original Trips</b>		<b>446</b>	<b>57</b>	<b>12</b>	<b>69</b>	<b>11</b>	<b>54</b>	<b>65</b>
<b>Proposed Lot 1a, 2-5 – User Specific</b>								
<b>Lot 1a Operations</b>		400	22	22	44	0	0	0
<b>East Campus (Lots 2,3, 4)</b>		450	57	7	64	7	57	64
<b>Lot 5 Operations</b>		20	2	0	2	2	0	2
<b>Total New Trips</b>		<b>870</b>	<b>81</b>	<b>29</b>	<b>110</b>	<b>9</b>	<b>57</b>	<b>66</b>
<b>Net Difference in Trips</b>		<b>+424</b>	<b>+24</b>	<b>+17</b>	<b>+41</b>	<b>-2</b>	<b>+3</b>	<b>+1</b>

As shown in the table, the proposed development areas are anticipated to generate 110 morning peak hour trips and 66 afternoon peak hour trips. Therefore, the new development program is anticipated to generate an increase in 41 morning peak hour trips and an increase in one (1) afternoon peak hour trip compared to the same development areas from the original traffic study.

Additionally, a comparison of the overall trips approved in the Rocky Mountain Rail Park traffic study and the number of trips proposed to be generation with the first phase of lots is provided in **Table 2**. As shown in the table, there are 228 morning peak hour trips and 261 afternoon peak hour trips remaining from the approved trip generation for the overall site.

**Table 2: RMRP Overall Trip Generation Comparison**

Land Use and Intensity	Daily	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
<b>Overall RMRP</b>	2,296	282	56	338	69	258	327
<b>Lots 1a, 2-5</b>	870	81	29	110	9	57	66
<b>Remaining Trips for RMRP</b>	1,426	201	27	228	60	201	261

**INTERSECTION VOLUMES**

The intersection analysis for Colfax Avenue (SH-36) and Peterson Road used the 2030 background traffic volumes from the original Rocky Mountain Rail Park Traffic Impact Study prepared in August 2020 by Kimley-Horn and Associates. Likewise, the proposed trip distribution assumed the same 90% to/from the west and 10% to/from the east as the original study. The applicable traffic study excerpts are attached for reference.

**TRAFFIC OPERATIONS ANALYSIS METHODOLOGY**

Kimley-Horn’s analysis of traffic operations in the site vicinity was conducted to determine potential capacity deficiencies at the project key intersection for the 2030 opening horizon. The acknowledged source for determining overall capacity is the Highway Capacity Manual<sup>1</sup>.

Capacity analysis results are listed in terms of Level of Service (LOS). LOS is a qualitative term describing operating conditions a driver will experience while traveling on a particular street or highway during a specific time interval. It ranges from A (very little delay) to F (long delays and congestion). For intersections and roadways, standard traffic engineering practice recommends LOS D as the minimum threshold for acceptable operations for intersections and LOS E for movements. **Table 3** below shows the definition of level of service for signalized and unsignalized intersections.

**Table 3 – Level of Service Definitions**

Level of Service	Signalized Intersection Average Total Delay (sec/veh)	Unsignalized Intersection Average Total Delay (sec/veh)
A	≤ 10	≤ 10
B	> 10 and ≤ 20	> 10 and ≤ 15
C	> 20 and ≤ 35	> 15 and ≤ 25
D	> 35 and ≤ 55	> 25 and ≤ 35
E	> 55 and ≤ 80	> 35 and ≤ 50
F	> 80	> 50

Transportation Research Board, *Highway Capacity Manual*, Sixth Edition, Washington DC, 2016.

Calculations for the level of service at the key intersection identified for the study are attached. The traffic analysis is based on the recommended lane geometry and intersection control identified in the original traffic study. Synchro traffic analysis software was used to analyze the study area key intersection drives for level of service. The Synchro Highway Capacity Manual (HCM) methodology reports were used to analyze intersection delay and level of service.

**Colfax Avenue and Peterson Road**

The intersection of Colfax Avenue and Peterson Road operates under stop control on the northbound and southbound approaches of Peterson Road. Consistent with the original traffic study, the eastbound left, westbound right, and southbound to westbound acceleration lane were included in the analysis. The movements at this intersection are anticipated to operate with LOS B or better during both peak hours with Lots 1a, 2, 3, 4, and 5. Therefore, further improvements or modifications are not anticipated to be needed at this intersection based on these lots. **Table 4** provides the results of the level of service at this intersection.

**Table 4 – Colfax Ave & Peterson Rd LOS Results**

Scenario	AM Peak Hour		PM Peak Hour	
	Delay	LOS	Delay	LOS
	(sec/veh)		(sec/veh)	
<b>2030 Total Scenario</b>				
Northbound Approach	0.0	A	0.0	A
Eastbound Left	8.0	A	7.6	A
Westbound Left	0.0	A	0.0	A
Southbound Approach	10.2	B	9.7	A

<sup>1</sup> Transportation Research Board, *Highway Capacity Manual*, Sixth Edition, Washington DC, 2016.

A vehicle queue analysis was conducted for the study intersection. The queueing analysis was performed using Synchro presenting the results of the 95<sup>th</sup> percentile queue lengths. Results are shown in the following **Table 5**. As shown in the table below, the development will provide the 895-foot eastbound left turn lane with a 220-foot taper to meet the Colorado Department of Transportation (CDOT) turn lane standards. Of note, the southbound approach has a reported queue of less than one (1) vehicle which equates to 50 feet to account of semi-truck traffic.

**Table 5 – Colfax Ave & Peterson Rd Queue Results**

Intersection Turn Lane	Existing Turn Lane Length (feet)	2030 Calculated Queue (feet)	2030 Recommended Length (feet)
Eastbound Left	DNE	50'	895'+220'
Westbound Left	DNE	50'	Shared
Southbound Approach	~175' <sup>1</sup>	50'	~175' <sup>1</sup>

<sup>1</sup> Distance between SH-36 and railroad tracks; DNE = Does Not Exist; **Blue** Text = Recommendation

**CONCLUSIONS AND RECOMMENDATIONS**

Based on the trip generation comparison and the intersection analysis presented in this report, Kimley-Horn and Associates, Inc. believes that Lots 1a, 2, 3, 4, and 5 will be successfully incorporated into the future roadway network identified in the original Rocky Mountain Rail Park Traffic Impact Study, completed in August 2020. The following outlines the conclusions from our traffic analysis:

- Lots 1a, 2, 3, 4, and 5 are anticipated to generate an increase in 41 morning peak hour trips and an increase in one (1) afternoon peak hour trip compared to the same development areas in the original traffic study.
- Lots 1a and 2-5 account for 110 morning peak hour trips and 66 afternoon peak hour trips. Therefore, there are 228 morning peak hour trips and 261 afternoon peak hour trips remaining from trips approved in the original traffic study.
- The intersection of Colfax Avenue and Peterson Road operates acceptably with Lots 1a, 2-5. Consistent with the original traffic study, the eastbound left turn lane, westbound right turn lane, and southbound to westbound acceleration lane will be provided. Additionally, the reported queue lengths will be accommodated within the recommended turn lanes.

If you have any questions or require anything further, please feel free to call.

Sincerely,  
 KIMLEY-HORN AND ASSOCIATES, INC.

*Mary Gormley*  
 Mary Gormley, P.E.  
 Project Traffic Engineer



## Original Traffic Study Excerpts

T R A F F I C I M P A C T S T U D Y

**Rocky Mountain Rail Park**

Adams County, Colorado

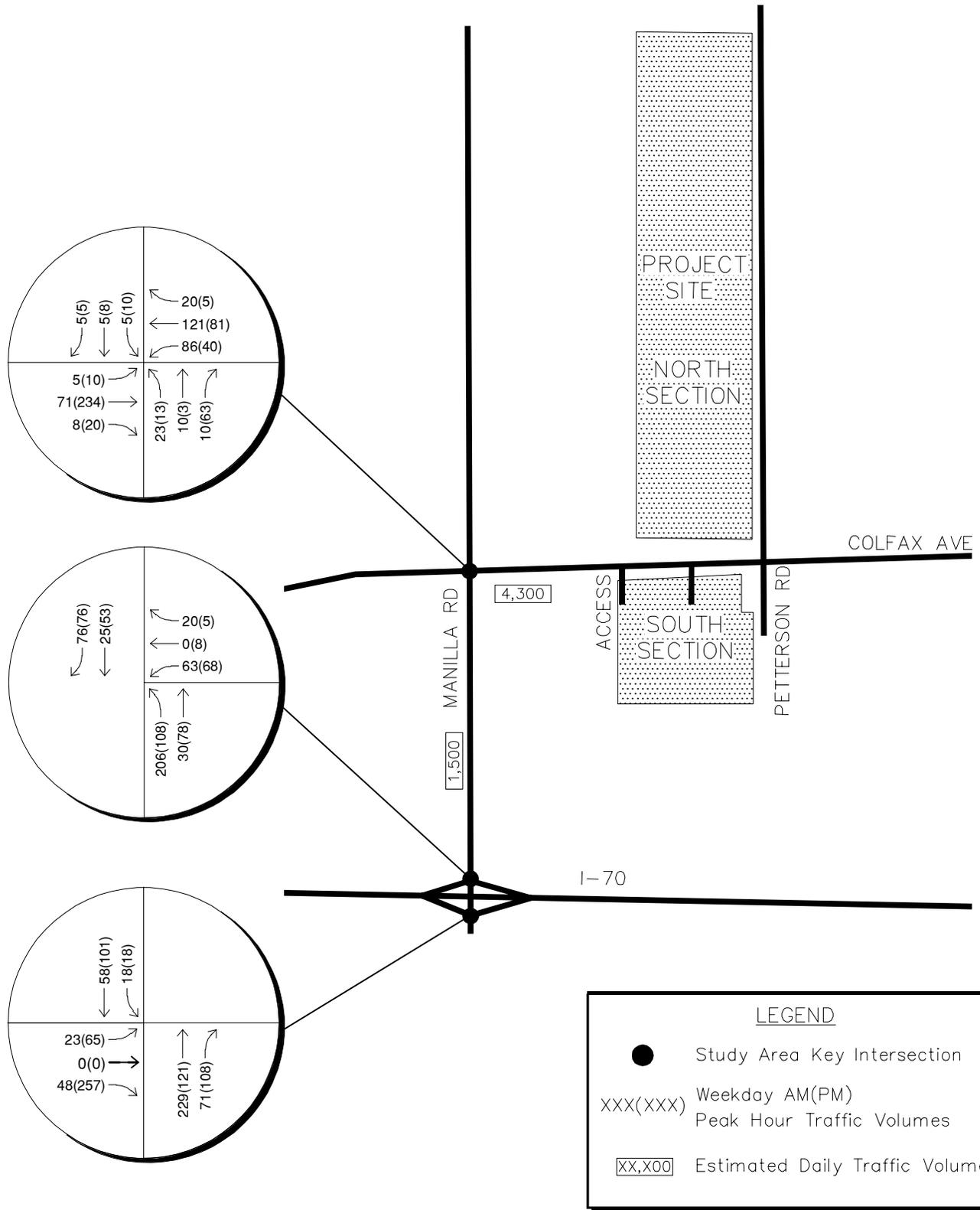
**Prepared for**  
**Rocky Mountain Resources, LLC**  
4601 DTC Boulevard, Suite 120  
Denver, CO 80237

**Prepared by**  
**Kimley-Horn and Associates, Inc.**  
4582 South Ulster Street  
Suite 1500  
Denver, Colorado 80237  
(303) 228-2300



August 2020

*This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.*



ROCKY MOUNTAIN RAIL PARK  
 ADAMS COUNTY, COLORADO  
 2030 BACKGROUND TRAFFIC VOLUMES

FIGURE 4

information provided in the ITE *Trip Generation Manual, 10<sup>th</sup> Edition*, 2017. **Table 1** summarizes the estimated trip generation for the proposed development. The trip generation worksheet is included in **Appendix C**.

**Table 1 – Rocky Mountain Rail Park Project Traffic Generation**

Land Use	Quantity	Units	Daily	AM			PM		
				In	Out	Total	In	Out	Total
<b>North Section</b>									
Industrial Park (130)	554	Employees	1,612	210	34	244	47	186	233
Paving Operation Plant (Client Data) - Truck Trips	131	Acres	534	22	22	44	22	22	44
Paving Operation Plant (Client Data) - Employees	131	Acres	150	50	0	50	0	50	50
<b>North Section Total Trips</b>			<b>2,296</b>	<b>282</b>	<b>56</b>	<b>338</b>	<b>69</b>	<b>258</b>	<b>327</b>
<b>South Section</b>									
Industrial Park (130)									
<b>South Section Total Trips</b>	<b>300</b>	<b>Employees</b>	<b>874</b>	<b>114</b>	<b>18</b>	<b>132</b>	<b>25</b>	<b>101</b>	<b>126</b>
<b>Total Trips</b>			<b>3,170</b>	<b>396</b>	<b>74</b>	<b>470</b>	<b>94</b>	<b>359</b>	<b>453</b>

#### 4.2 Trip Distribution

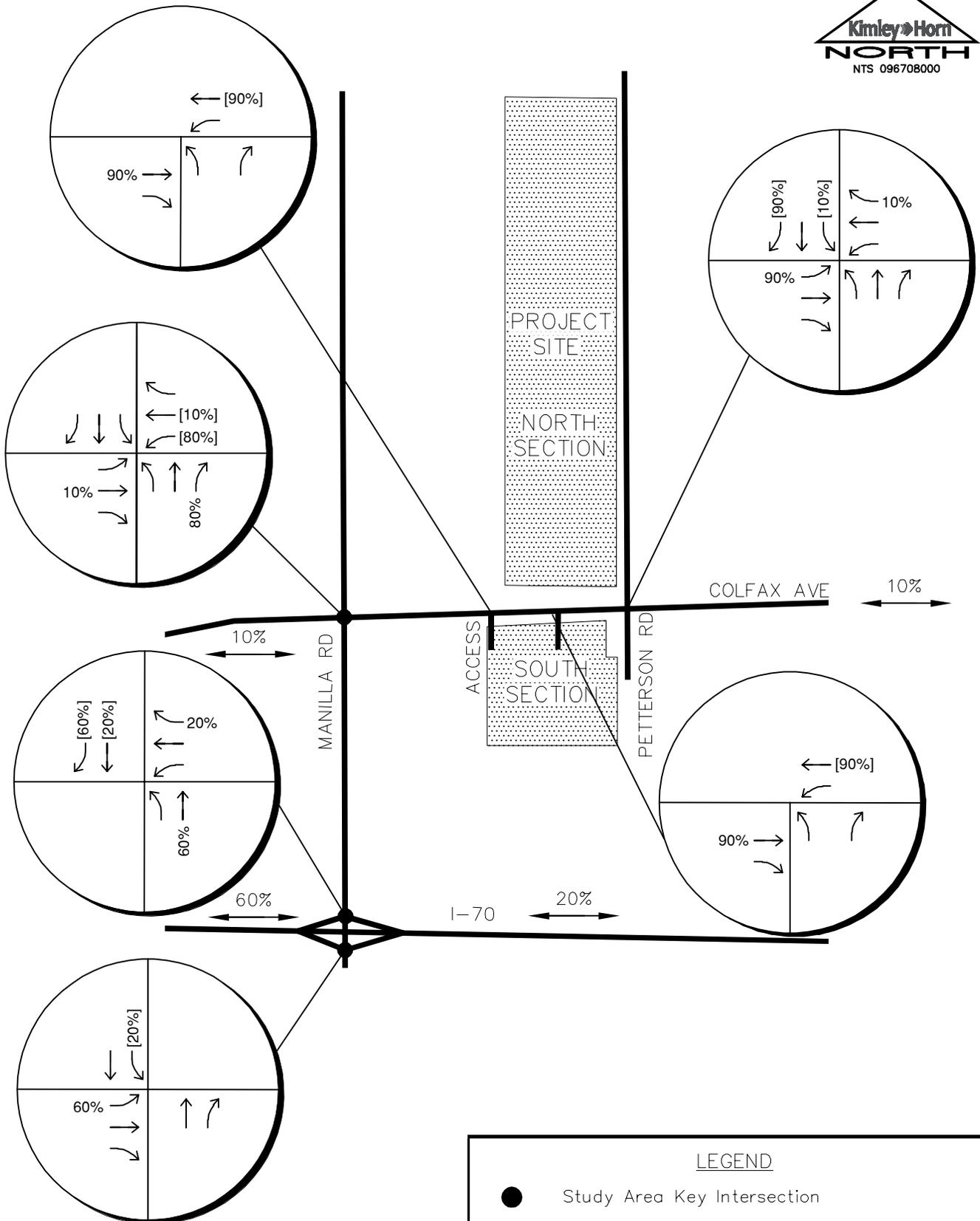
Distribution of site traffic on the street system was based on the area street system characteristics, existing traffic patterns, existing and anticipated surrounding demographic information, and the proposed access system for the project. The directional distribution of traffic is a means to quantify the percentage of site-generated traffic that approaches the site from a given direction and departs the site back to the original source. The project trip distribution for the North Section of the project is illustrated in **Figure 6** while the South Section is shown in **Figure 7**.

#### 4.3 Traffic Assignment

Traffic assignment was obtained by applying the project trip distribution to the estimated traffic generation of the development shown in **Table 1**. Project traffic assignment for Rocky Mountain Rail Park is shown in **Figure 8**.

#### 4.4 Total (Background Plus Project) Traffic

Site traffic volumes were added to the background volumes to represent estimated traffic conditions for the short term 2030 horizon and long term 2045 horizon. These total traffic volumes for the site are illustrated for the 2030 and 2045 horizon years in **Figures 9** and **10**, respectively.



**LEGEND**

- Study Area Key Intersection
- XX%[XX%] Entering[Exiting] Trip Distribution Percentage

ROCKY MOUNTAIN RAIL PARK  
 ADAMS COUNTY, COLORADO  
 PROJECT TRIP DISTRIBUTION:  
 NORTH SECTION

FIGURE 6

**Table 9 – Summary of Short-Term 2030 and Long-Term 2045 Intersection Improvements**

Intersection	Improvements	Project Threshold ADT
Colfax Avenue & Manilla Road	<ul style="list-style-type: none"> <li>Construct Eastbound Left Turn Lane (400-ft + 220-ft Taper) *</li> <li>Construct Westbound Left Turn Lane (770-ft + 220-ft Taper) *</li> <li>Construct Northbound to Eastbound Acceleration Lane (740-ft + 220-ft Taper) *</li> </ul>	<ul style="list-style-type: none"> <li>##</li> <li>#</li> <li>250 ADT</li> </ul>
Colfax Avenue & Petterson Road	<ul style="list-style-type: none"> <li>Construct Eastbound Left Turn Lane (685-ft + 220-ft Taper) *</li> <li>Construct Westbound Right Turn Deceleration Lane (380-ft + 220-ft Taper) *</li> <li>Construct Southbound to Westbound Acceleration Lane (740-ft + 220-ft Taper) *</li> </ul>	<ul style="list-style-type: none"> <li>90 ADT NP</li> <li>2,050 ADT NP</li> <li>496 ADT NP</li> </ul>
Colfax Avenue South Parcel West Access	<ul style="list-style-type: none"> <li>Construct Eastbound Right Turn Deceleration Lane (380-ft + 220-ft Taper) *</li> <li>Construct Westbound Left Turn Lane (390-ft + 220-ft Taper) *</li> </ul>	<ul style="list-style-type: none"> <li>322 ADT SP</li> <li>794 ADT SP</li> </ul>
Colfax Avenue South Parcel East Right-in/Right-out Access	<ul style="list-style-type: none"> <li>Construct Eastbound Right Turn Deceleration Lane (380-ft + 220-ft Taper) *</li> </ul>	<ul style="list-style-type: none"> <li>642 ADT SP</li> </ul>
I-70 Westbound Ramps & Manilla Rd	<ul style="list-style-type: none"> <li>Construct Southbound Right Turn Lane (275-ft + 160-ft Taper)</li> <li>Construct Westbound Right Turn Lane (100-ft + 160-ft Taper) *</li> <li>Traffic Signal</li> </ul>	<ul style="list-style-type: none"> <li>#</li> <li>682 ADT</li> <li>###</li> </ul>
I-70 Eastbound Ramps & Manilla Rd	<ul style="list-style-type: none"> <li>Construct Eastbound Left Turn Lane (275-ft + 160-ft Taper) *</li> </ul>	<ul style="list-style-type: none"> <li>#</li> </ul>

# Improvement Warranted Based on Existing Traffic;

## Improvement Not Related to Project;

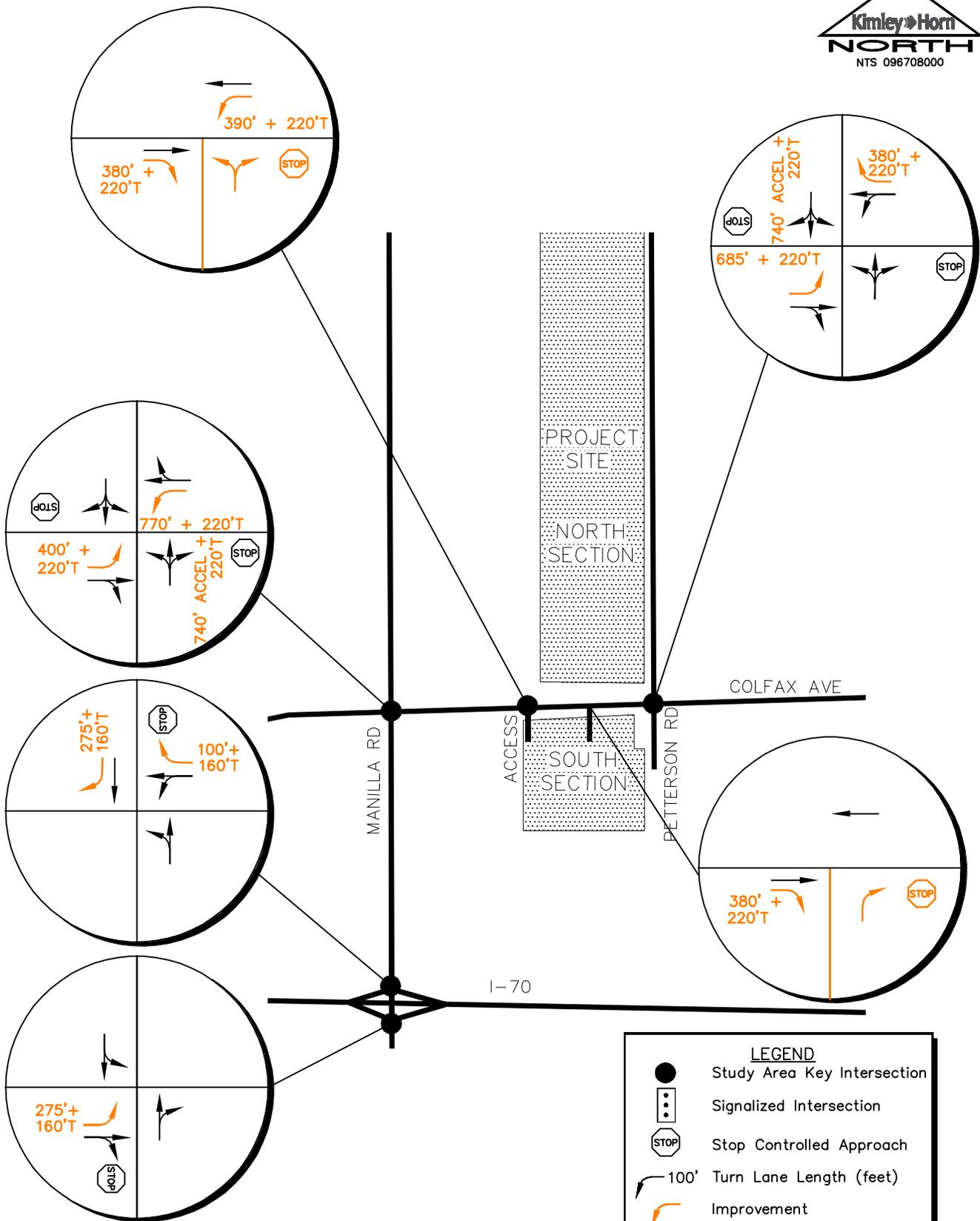
### = Long Term Improvement Not Needed with Full Project Development

\* = These improvements are within CDOT jurisdiction and will be either funded or constructed as required by CDOT. County will advise developer if an access permit triggers these improvements.

NP = North Parcel; SP = South Parcel;

Notes:

- The timing of the City of Aurora improvements will be in accordance with Aurora requirements.
- The County and Developer acknowledge that fair share reimbursement is allowed for required offsite County improvements in accordance with the Adams County Development Standards and Regulations, Section 5-02-04. Reimbursement may be provided for in the Development Agreements pursuant to this Master Agreement.
- All improvements needed by near-term study horizon 2030 other than signalization of the I-70 WB Ramp which was found to be needed by 2045.



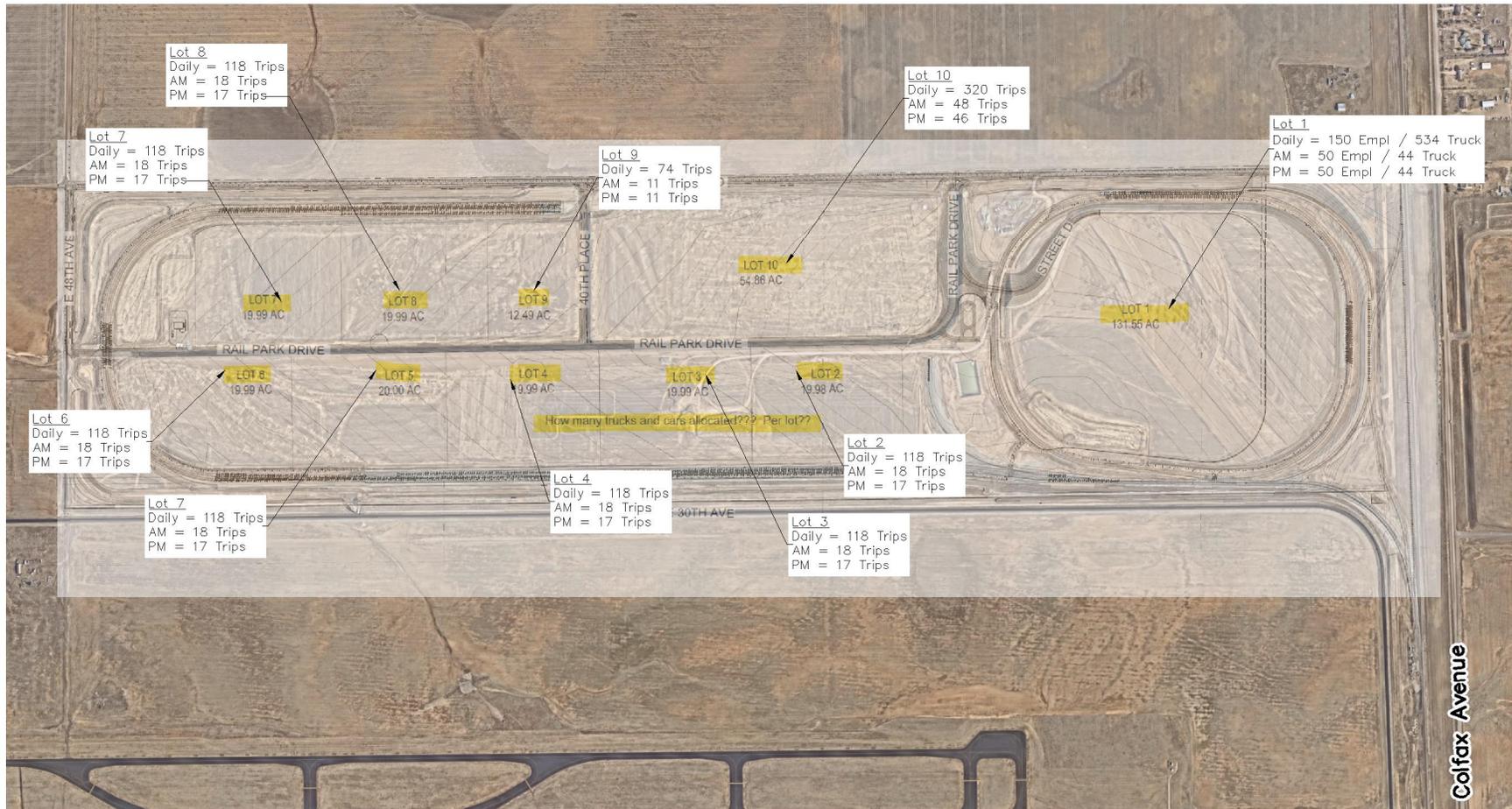
**LEGEND**

- Study Area Key Intersection
- ⋮ Signalized Intersection
- ⊠ STOP Stop Controlled Approach
- ↪ 100' Turn Lane Length (feet)
- ↪ Improvement
- T Taper

ROCKY MOUNTAIN RAIL PARK  
 ADAMS COUNTY, COLORADO  
 2030 RECOMMENDED  
 LANE CONFIGURATIONS AND CONTROL

FIGURE 11

## Original Trip Generation



**FIGURE 1**  
 Rocky Mountain Rail Park  
 Adams County, Colorado  
 Original Trip Generation Breakdown Per Lot

## Proposed Trip Generation

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December 2, 2022

Mr. Robert Wahl  
JHL Constructors  
9100 E Panorama Dr Ste 300  
Englewood, CO

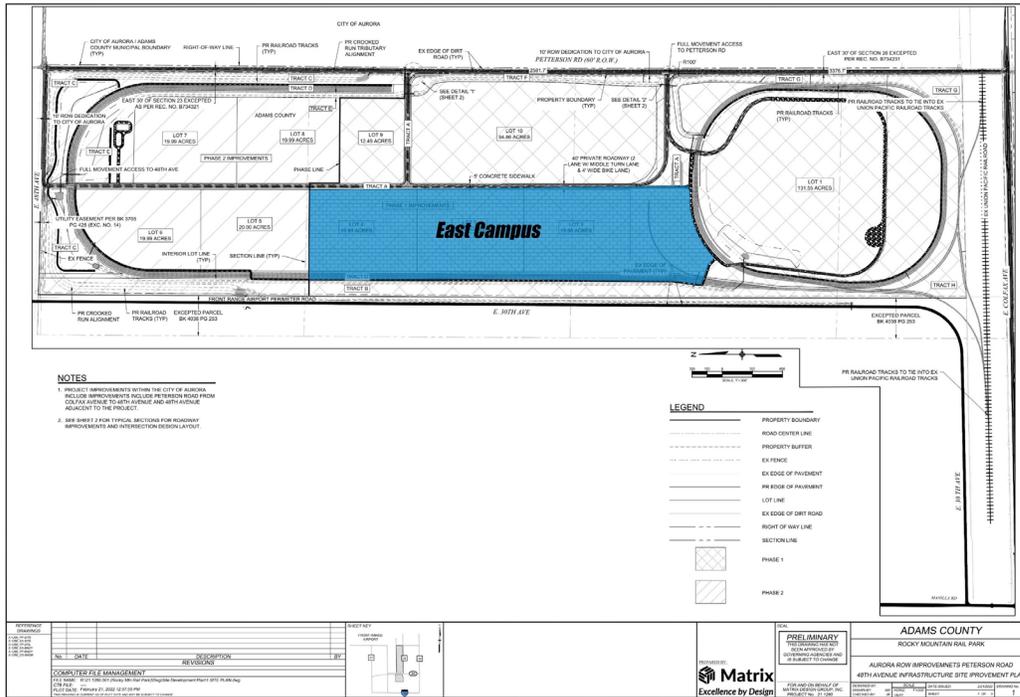
**RE: Rocky Mountain Rail Park East Campus Traffic Analysis**

This memo serves as an addendum to the *Rocky Mountain Rail Park (RMRP) Master Traffic Impact Study (MTIS)* dated January 2020, and the *Rocky Mountain Rail Park – North Area Memorandum* dated July 2022. The purpose of this addendum is to demonstrate the impact of known land uses for the three lots located along the west side of the RMRP North Area (known as the East Campus) and to study the internal accesses within the development. The *Northeast Area Transportation Study Refresh (NEATS)* demand model was used as the basis of both *Rocky Mountain Rail Park (RMRP) MTIS* and *Colorado Transport TIS* and was also used in this memo as the basis of 2040 background conditions.

## Study Area

Rocky Mountain Rail Park North is a proposed rail-served industrial park that will be located on the northwest corner of Colfax Avenue and Peterson Road in Adams County, Colorado. The proposed development is 469 acres that consists of industrial park and a concrete and asphalt batch plant, while the entire project (north and south area) includes 691 acres of industrial park and concrete batch plant. The East Campus development consists of 59.95 Acres of offices and manufacturing facilities. Figure 1 shows the location of the East Campus in RMRP North.

Figure 1- RMRP Site Plan



## Trip Generation

The developable area of the RMRP North Section consists of 131 Acres of paving operation plant and 147.74 Acres of industrial park, plus 59.95 Acres of offices and manufacturing (known as the East Campus development). Trip rates for the East Campus development were obtained from the developer. For the remainder of the industrial park, it was assumed that there would be three employees per acre. Given that the paving plant's size has not changed since the previous study, the daily and peak hour trips were directly imported from RMRP MTIS. Table 1 shows the trips that are expected to be generated by RMRP North Area in the horizon year. For more information see Appendix B – Trip Generation.

Table 1 Rocky Mountain Rail Park North Area Trip Generation

ITE Land Use and Code	Size	Units	East Campus Trip Generation								
			Weekday			AM Peak Hour			PM Peak Hour		
			Total	Entering	Exiting	Total	Entering	Exiting	Total	Entering	Exiting
East Campus	59.95	Acres	449	225	225	64	57	7	64	7	57
130 - Industrial Park	147.4	Acres	1776	888	888	219	188	31	230	46	184
Paving Operation Plant - Truck Trips	131	Acres	534			44	22	22	44	22	22
Paving Operation Plant - Employees	131	Acres	150			50	50	0	50	0	50
<b>Total</b>			<b>2909</b>			<b>377</b>	<b>317</b>	<b>60</b>	<b>388</b>	<b>75</b>	<b>313</b>

Since the exact land uses of the industrial park were unknown during the process of preparing the *Rocky Mountain Rail Park – North Area Memorandum*, to obtain the daily and peak hours trips for the project it was assumed that there would be 3 employees per acre in the industrial park. This assumption was made after receiving comments from the CDOT. As shown in Table 2 the total number of daily trips and peak hours trips are very close to what was assumed prior to knowing any detailed information regarding the East Campus developments.

**Conclusion and Recommendations**

By obtaining more information regarding the land uses within the Rocky Mountain Rail Park North Area, the previous memorandum was revised to observe the impact of East Campus development on the internal and external roads. Using the trip generation data that was received from the East Campus developer showed the previous trip rate assumptions hold true at this stage. The daily traffic and turn lane requirements remained the same as in the previous memorandum. Finally, the internal road trips were studied for the first time and documented in this memo. The internal roads shown in this memo would accommodate the traffic and no exclusive turn-lanes are required.

Please feel free to contact me if you have any questions at [Scott.Barnhart@matrixdesigngroup.com](mailto:Scott.Barnhart@matrixdesigngroup.com) or at (719) 575-0100.

Thank you.



Scott D. Barnhart, P.E., PTOE  
Executive Associate of Transportation Services

**Attachments:**

- Appendix A – Traffic Counts
- Appendix B – Trip Generation Calculations
- Appendix C – Horizon Year Conditions Analyses
- Appendix D – Transport Colorado Subarea 1 Total Volumes

## Intersection Capacity Analysis Outputs

Intersection												
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	73	86	0	0	227	8	0	0	0	3	0	26
Future Vol, veh/h	73	86	0	0	227	8	0	0	0	3	0	26
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	630	-	-	-	-	380	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	7	7	7	7	7	7	7	7	7	7	7	7
Mvmt Flow	79	93	0	0	247	9	0	0	0	3	0	28

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	256	0	0	93	0	0	517	507	93	498	498	247
Stage 1	-	-	-	-	-	-	251	251	-	247	247	-
Stage 2	-	-	-	-	-	-	266	256	-	251	251	-
Critical Hdwy	4.17	-	-	4.17	-	-	7.17	6.57	6.27	7.17	6.57	6.27
Critical Hdwy Stg 1	-	-	-	-	-	-	6.17	5.57	-	6.17	5.57	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.17	5.57	-	6.17	5.57	-
Follow-up Hdwy	2.263	-	-	2.263	-	-	3.563	4.063	3.363	3.563	4.063	3.363
Pot Cap-1 Maneuver	1280	-	-	1471	-	-	461	461	951	475	467	780
Stage 1	-	-	-	-	-	-	742	690	-	746	693	-
Stage 2	-	-	-	-	-	-	728	687	-	742	690	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1280	-	-	1471	-	-	423	432	951	453	438	780
Mov Cap-2 Maneuver	-	-	-	-	-	-	423	432	-	453	438	-
Stage 1	-	-	-	-	-	-	696	647	-	700	693	-
Stage 2	-	-	-	-	-	-	702	687	-	696	647	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	3.7	0	0	10.2
HCM LOS			A	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1280	-	-	1471	-	-	726
HCM Lane V/C Ratio	-	0.062	-	-	-	-	-	0.043
HCM Control Delay (s)		0	8	-	-	0	-	10.2
HCM Lane LOS		A	A	-	-	A	-	B
HCM 95th %tile Q(veh)		-	0.2	-	-	0	-	0.1

Intersection												
Int Delay, s/veh	1.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗			↖	↗		↕			↕	
Traffic Vol, veh/h	8	307	0	0	126	1	0	0	0	6	0	51
Future Vol, veh/h	8	307	0	0	126	1	0	0	0	6	0	51
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	630	-	-	-	-	380	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	7	7	7	7	7	7	7	7	7	7	7	7
Mvmt Flow	9	334	0	0	137	1	0	0	0	7	0	55

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	138	0	0	334	0	0	517	490	334	489	489	137
Stage 1	-	-	-	-	-	-	352	352	-	137	137	-
Stage 2	-	-	-	-	-	-	165	138	-	352	352	-
Critical Hdwy	4.17	-	-	4.17	-	-	7.17	6.57	6.27	7.17	6.57	6.27
Critical Hdwy Stg 1	-	-	-	-	-	-	6.17	5.57	-	6.17	5.57	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.17	5.57	-	6.17	5.57	-
Follow-up Hdwy	2.263	-	-	2.263	-	-	3.563	4.063	3.363	3.563	4.063	3.363
Pot Cap-1 Maneuver	1415	-	-	1198	-	-	461	472	697	481	472	898
Stage 1	-	-	-	-	-	-	655	623	-	854	774	-
Stage 2	-	-	-	-	-	-	825	773	-	655	623	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1415	-	-	1198	-	-	431	469	697	479	469	898
Mov Cap-2 Maneuver	-	-	-	-	-	-	431	469	-	479	469	-
Stage 1	-	-	-	-	-	-	651	619	-	849	774	-
Stage 2	-	-	-	-	-	-	774	773	-	651	619	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.2	0	0	9.7
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1415	-	-	1198	-	-	822
HCM Lane V/C Ratio	-	0.006	-	-	-	-	-	0.075
HCM Control Delay (s)	0	7.6	-	-	0	-	-	9.7
HCM Lane LOS	A	A	-	-	A	-	-	A
HCM 95th %tile Q(veh)	-	0	-	-	0	-	-	0.2