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UNITED STATES DEPARTMENT OF JUSTICE
AND
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 8

IN THE MATTER OF:

Central City, Clear Creek Superfund Site

Four Points Funding, LLC,

Purchaser

CERCLA Docket No. CERCLA-08-2023-0003

ADMINISTRATIVE SETTLEMENT AGREEMENT FOR REMOVAL ACTION BY BONA FIDE PROSPECTIVE PURCHASER

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I. GENERAL PROVISIONS

1. This Administrative Settlement Agreement for Removal Action by Bona Fide Prospective Purchaser (Settlement) is entered into voluntarily by the United States of America (United States) on behalf of the United States Environmental Protection Agency (EPA) and the prospective purchaser, Four Points Funding, LLC (Purchaser). This Settlement provides for the performance of a removal action by Purchaser and the payment for certain response costs incurred by the United States at or in connection with the property located in Idaho Springs, Colorado and as described in Appendix A, which is within the Central City/Clear Creek Superfund Site (Site).

2. This Settlement is entered into under the authority of the Attorney General to compromise and settle claims of the United States, consistent with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). EPA is proceeding under the CERCLA authority vested in the President of the United States and delegated to the Administrator of EPA and further delegated to the undersigned EPA Regional official.

3. EPA has notified the State of Colorado of this action.

4. The Purchaser represents that it is a bona fide prospective purchaser meeting the criteria in sections 101(40) and 107(r)(1) of CERCLA, that it has and will continue to comply with sections 101(40) and 107(r)(1) during its ownership of the Property, and thus qualifies for the protection from liability under CERCLA set forth in section 107(r)(1) of CERCLA with respect to the Property. Purchaser agrees to undertake all actions required by this Settlement. In exchange for Purchaser’s performance of the Work and payment for certain response costs, this Settlement resolves Purchaser’s potential CERCLA liability in accordance with the covenants not to sue in Section XV (Covenants by United States), subject to the reservations and limitations contained in Section XV. This Settlement is fair, reasonable, in the public interest, and consistent with CERCLA.

5. The United States and Purchaser recognize that this Settlement has been negotiated in good faith and that the actions undertaken by Purchaser in accordance with this Settlement do not constitute an admission of any liability. Purchaser does not admit and retains the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Settlement, the validity of the statement of facts and determinations in Sections IV (Statement of Facts) and V (Determinations). Purchaser agrees not to contest the basis or validity of this Settlement or its terms, or the United States’ right to enforce this Settlement.

II. PARTIES BOUND

6. This Settlement is binding upon the United States and upon Purchaser and its successors. Unless the United States otherwise consents, any change in ownership or business organization or other legal status of Purchaser does not alter Purchaser’s responsibilities under this Settlement. Except as provided in ¶ 54, Transfer of the Property or any portion thereof does not alter any of Purchaser’s obligations under this Settlement. Purchaser’s responsibilities under this Settlement cannot be assigned except under a modification executed in accordance with ¶ 97.

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7. Purchaser shall provide notice of this Settlement to officers, directors, employees, agents, contractors, subcontractors, or any person representing Purchaser with respect to the Property or the Work. Purchaser is responsible for ensuring that such persons act in accordance with the terms of this Settlement.

III. DEFINITIONS

8. Terms not otherwise defined in this Settlement have the meanings assigned in CERCLA or in regulations promulgated under CERCLA. Whenever the terms set forth below are used in this Settlement, the following definitions apply:

"BFPP" means a bona fide prospective purchaser meeting the criteria in sections 101(40) and 107(r)(1) of CERCLA, 42 U.S.C. §§ 9601(40) and 9607(r)(1).

"CDPHE" means the Colorado Department of Public Health and Environment and any successor departments or agencies of the State.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

"Day" or "day" means a calendar day. In computing any period under this Settlement, the day of the event that triggers the period is not counted and, where the last day is not a working day, the period runs until the close of business of the next working day. "Working day" means any day other than a Saturday, Sunday, or federal or State holiday.

"DOJ" means the United States Department of Justice.

"Effective Date" means the effective date of this Settlement as provided in Section XXVII.

"EPA" means the United States Environmental Protection Agency.

"Existing Contamination" means:

a. any hazardous substances, pollutants or contaminants present or existing on or under the Property prior to or as of the Effective Date;

b. any hazardous substances, pollutants or contaminants that migrated from the Property prior to the Effective Date; and

c. any hazardous substances, pollutants or contaminants present or existing at the Site as of the Effective Date that migrate onto, under or from the Property after the Effective Date.

"Fund" means the Hazardous Substance Superfund established under section 9507 of the Internal Revenue Code, 26 U.S.C. § 9507.

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"Future Response Costs" means all costs (including direct, indirect, payroll, contractor, travel, and laboratory costs) that the United States pays in supporting, developing, implementing, overseeing, or enforcing this Settlement, including: (a) in developing, reviewing and approving deliverables generated under this Settlement; (b) in overseeing Purchaser's performance of the Work; (c) in taking a response action described in ¶ 83 because of Purchaser's failure to take emergency action under ¶ 42; (d) in securing, implementing, monitoring, maintaining, or enforcing the requirements of Section VIII (Property Requirements); and (e) in enforcing this Settlement, including all costs paid under Section XII (Dispute Resolution) and all litigation costs. Future Response Costs also includes all Interest accrued on EPA's unreimbursed costs.

"Including" or "including" means "including but not limited to."

"Interest" means interest at the rate specified for interest on investments of the Fund, as provided under section 107(a) of CERCLA, compounded annually on October 1 of each year. The applicable rate of interest is the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. As of the date EPA signs this Settlement, rates are available online at https://www.epa.gov/superfund/superfund-interest-rates.

"National Contingency Plan" or "NCP" means the National Oil and Hazardous Substances Pollution Contingency Plan promulgated under section 105 of CERCLA, codified at 40 C.F.R. part 300, and any amendments thereto.

"Paragraph" or "¶" means a portion of this Settlement identified by an Arabic numeral or an upper- or lower-case letter.

"Parties" means the United States and Purchaser.

"Phase 1 Removal Work Plan" means the EPA-approved work plan for Phase 1 Work to be implemented by Purchaser.

"Phase 1 Work" means the Work that Purchaser will implement under the Phase 1 Removal Work Plan to be submitted and approved by EPA consistent with the Statement of Work (SOW) in Appendix B.

"Phase 2 Removal Work Plan" means the EPA-approved work plan for Phase 2 Work to be implemented by Purchaser.

"Phase 2 Work" means the Work that Purchaser will implement under a Phase 2 Removal Work Plan to be submitted and approved by EPA consistent with the SOW in Appendix 1.

"Post-Removal Site Control" means actions necessary to ensure the effectiveness and integrity of the response action to be performed under this Settlement consistent with sections 300.415(*l*) and 300.5 of the NCP and "Policy on Management of Post-Removal Site Control" (OSWER 9360.2-02, Dec. 3, 1990).

"Property" means that portion of the Site, located in Idaho Springs, Colorado, encompassing approximately 3.77 acres, to be acquired by Purchaser, which is described and depicted in Appendix A.

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"Purchaser" means Four Points Funding LLC, a Colorado limited liability company, as the prospective purchaser of the Property.

"RCRA" means the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k (also known as the Resource Conservation and Recovery Act).

"Residential Development" means "Plan Development, Block 57 Mixed Use Development, Former Golddigger Field, 11th Avenue and Idaho Street, Idaho Springs, CO 80452" dated 8/25/2021, and attached hereto as Appendix C.

"Section" means a portion of this Settlement identified by a Roman numeral.

"Settlement" means this Administrative Settlement Agreement for Removal Action by Bona Fide Prospective Purchaser, all appendixes attached hereto (listed in Section XX). If there is a conflict between a provision in Sections I through XXVII and a provision in any appendix, the provision in Sections I through XXVII controls.

"Site" means the Central City/Clear Creek Superfund Site, located Gilpin and Clear Creek Counties, Colorado, and depicted generally on the map attached as Appendix D.

"State" means the State of Colorado.

"Transfer" means to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

"Transferee" means the party to whom a Transfer is made.

"United States" means the United States of America and each department, agency, and instrumentality of the United States, including EPA.

"Waste Material" means (a) any "hazardous substance" under section 101(14) of CERCLA; (b) any pollutant or contaminant under section 101(33) of CERCLA; (c) any "solid waste" under section 1004(27) of RCRA; and (d) any "hazardous material" under Colorado law.

"Work" means all obligations of Purchaser under Sections VI (Coordination and Supervision) through IX (Indemnification and Insurance).

IV. STATEMENT OF FACTS

9. EPA added the Site to the National Priorities List in September 1983. It covers the 400 square mile drainage basin of Clear Creek and contains numerous inactive precious metal mines.

10. EPA conducted a Phase 1 Remedial Investigation/Feasibility Study (Phase I RI/FS) of the Site in 1985.

11. EPA divided the Site into operable units to effectively manage the cleanup.

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12. Operable unit 1 (OU1) was initially designated to address acid mine drainage from five mine tunnels using passive treatment. EPA issued a record of decision (ROD) to address OU1 in 1987.

13. The remedy for OU1 was ultimately incorporated into decision documents for operable unit 3 (OU3) and operable unit 4 (OU 4).

14. Operable unit 2 (OU2) includes mill tailings and mine waste rock piles associated with the five tunnels identified in OU1. EPA issued a ROD to address OU2 in 1988, and an explanation of significant differences (ESD) in 1999.

15. The remedy for OU2 includes slope stabilization and runoff controls at certain mine waste piles.

16. OU3 was designated to address widespread surface water impacts in the Clear Creek watershed. It includes two discharges that, while originally part of OU1, remained in need of additional remedial action. EPA issued a ROD for OU3 in 1991; amended the ROD in 2003, and issued two ESDs in 2005 and 2014.

17. The ROD for OU3 superseded the ROD for OU1.

18. The remedy for OU3 includes passive treatment of certain discharges, chemical treatment of others, and institutional controls.

19. Operable unit 4 (OU4) was designated to address sources of metals contamination in the North Fork of Clear Creek, including waste rock and sediment controls on tributaries to the North Fork. The remaining three discharges from OU1 were transferred to OU4 upon its creation. EPA issued an OU4 ROD in 2004. Thereafter, EPA issued two ROD amendments: one in 2006, one in 2010.

20. The long-term remedy for OU4 includes treatment of various discharges, sediment control, construction of an on-site repository, and improvements to the North Fork of Clear Creek.

21. EPA to date has not taken any CERCLA response action on the Property.

22. On April 4, 2022, EPA designated operable unit 5 (OU5), which will address potential exposures from heavy metals, primarily lead and arsenic, from mine waste in close proximity to residential areas within the 400 square mile drainage basin of Clear Creek.

23. Since designating OU5, EPA and CDPHE have been conducting a remedial investigation/feasibility study to determine the nature and extent of contamination in OU5. As of the date of this document, EPA has not issued a ROD for OU5.

24. The Property is within OU5. Portions of the Property may have been backfilled with historic mill waste that remains on the Property. The Purchaser anticipates developing the Property for residential purposes.

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25. Historic mill waste can contain heavy metals such as lead and arsenic.

26. Purchaser anticipates developing the Property from a school maintenance facility and former high school football fields into the Residential Development. Part of Purchaser's development includes re-grading the Property, utilizing currently buried mill waste for geotechnical fill, and ultimately covering the mill waste in accordance with the Phase 2 Work Plan.

V. DETERMINATIONS

27. Based on the Statement of Facts set forth above, and the administrative record, EPA has determined that:

a. The Site is a "facility" and the Property is a "facility" as defined by section 101(9) of CERCLA.

b. The contamination found at the Site, as identified in the Statement of Facts above, includes "hazardous substances" as defined by section 101(14) of CERCLA.

c. Purchaser is a "person" as defined by section 101(21) of CERCLA.

d. The conditions described in ¶¶ 24-26 of the Statement of Facts above constitute an actual or threatened "release" of a hazardous substance from the Site and the Property as defined by section 101(22) of CERCLA.

e. The removal action required by this Settlement is necessary to protect the public health or welfare or the environment.

VI. COORDINATION AND SUPERVISION

28. **Purchaser's Project Coordinator**

a. Purchaser's Project Coordinator will be responsible for administration of the Work required by this Settlement. Purchaser's Project Coordinator must have sufficient technical expertise to coordinate the Work. To the greatest extent possible, the Project Coordinator shall be present at the Property or readily available during the Work.

b. Notice or communication relating to this Settlement from EPA to Purchaser's Project Coordinator constitutes notice or communication to Purchaser.

29. **Procedures for Notice and Disapproval**

a. Within 10 days after the Effective Date, Purchaser shall designate a Project Coordinator and shall notify EPA of the name, title, contact information, and qualifications of the proposed Project Coordinator, whose qualifications shall be subject to EPA's review for verification based on objective assessment criteria (*e.g.*, experience, capacity, technical expertise) and to ensure there is no conflict of interest with respect to the project. Purchaser shall notify EPA of the names, titles, contact information, and qualifications of any

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contractors or subcontractors retained to perform the Work at least 7 days prior to commencement of such Work.

b. EPA may issue notices of disapproval regarding any proposed Project Coordinator, contractor, or subcontractor, as applicable. If EPA issues a notice of disapproval, Purchaser shall, within 7 days, submit to EPA a list of supplemental proposed project coordinators, contractors, or subcontractors, as applicable, including a description of the qualifications of each.

c. EPA may disapprove the proposed Project Coordinator, contractor, or subcontractor, based on objective assessment criteria (e.g., experience, capacity, technical expertise), if they have a conflict of interest regarding the project, or any combination of these factors.

d. Purchaser may change its Project Coordinator by following the procedures under ¶¶ 29.a and 29.b.

30. EPA designates Angela Zachman of the EPA Region 8 Superfund and Emergency Management Division as its Remedial Project Manager (RPM). The RPM has the authorities vested in an On Scene Coordinator as described in the NCP, including oversight of Purchaser's implementation of the Work, authority to halt, conduct, or direct any Work, or to direct any other removal action undertaken at the Property. The RPM's absence from the Site is not a cause for stoppage of work unless specifically directed by the RPM. EPA may change its RPM and will notify Purchaser of any such change.

VII. REMOVAL ACTION TO BE PERFORMED

31. Purchaser shall perform, at a minimum, all actions necessary to implement the Work as follows: Phase 1 and Phase 2 Work in accordance with the SOW in Appendix B. The actions to be implemented generally include, but are not limited to, the following:

a. Phase 1 Work

(1) In accordance with the SOW in Appendix B, and the Phase 1 Removal Work Plan to be submitted under 33.a, perform site characterization at the Property, including sampling soil for contaminants of concern.

b. Phase 2 Work

(1) Consistent with the SOW in Appendix B and the Phase 2 Removal Work Plan to be submitted under 33.b, either excavate for off-site disposal impacted soil above agreed upon cleanup standards for contaminants of concern, or cover impacted soils (including using them as geotechnical fill, if appropriate) with a cap comprising at least 18 inches of clean material.

32. For any regulation or guidance referenced in the Settlement, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or

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guidance. Such modifications, amendments, or replacements apply to the Work only after Purchaser receives notification from EPA of the modification, amendment, or replacement.

33. **Removal Work Plans.**

a. Phase 1 Removal Work Plan. Within 30 days after the Effective Date, Purchaser shall submit to EPA for approval in accordance with ¶ 38 (Deliverables: Specifications and Approval) a work plan for performing the Phase 1 of the removal action (the "Phase 1 Removal Work Plan") as described in ¶ 31.a.1. The Phase 1 Removal Work Plan must provide a description of, and an expeditious schedule for, the actions required by this Settlement.

b. Phase 2 Removal Work Plan. Within 30 days after completion of the Phase 1 Work Plan, Purchaser shall submit to EPA for approval in accordance with ¶ 38 (Deliverables: Specifications and Approval) a work plan for performing the Phase 2 of the removal action (the "Phase 2 Removal Work Plan") as described in ¶ 31.b.1. The Phase 2 Removal Work Plan must describe all community impact mitigation activities to be performed to: (a) reduce impacts (e.g., air emissions, dust, odor, traffic, noise, negative economic effects) to residential areas, schools, playgrounds, healthcare facilities, or recreational public areas frequented by community members ("Community Areas") during implementation of the Removal Action; (b) conduct monitoring in Community Areas of impacts from the implementation of the Removal Action; (c) communicate validated sampling data; and (d) make adjustments during the implementation of the Removal Action in order to further reduce negative impacts to affected Community Areas. The Phase 2 Removal Work Plan shall contain information about impacts to Community Areas that is sufficient to assist EPA's Community Involvement Coordinator in performing the evaluations described in the *Superfund Community Involvement Handbook*, OLEM 9230.0-51 (Mar. 2020). The Handbook is located at https://www.epa.gov/superfund/superfund-community-involvement-tools-and-resources#handbook. The Phase 2 Removal Work Plan must provide a description of, and an expeditious schedule for, the actions required by this Settlement.

34. **Health and Safety Plan.** Within 30 days after the Effective Date, Purchaser shall submit to EPA for review and comment a Health and Safety Plan ("HASP") that meets the requirements of 29 C.F.R. § 910.120 for developing the HASP and that describes all activities to be performed to protect on site personnel and area residents from physical, chemical, biological, and all other hazards related to the performance of Work at the Property under this Settlement. Purchaser shall develop the HASP in accordance with *EPA's Emergency Responder Health and Safety Manual*, OSWER 9285.3-12 (July 2005 and updates), available at https://response.epa.gov/site/site_profile.aspx?site_id=2810. In addition, Purchaser shall ensure that the HASP complies with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. part 1910. If EPA determines that it is appropriate, the HASP must also include contingency planning. Purchaser shall incorporate all changes to the HASP recommended by EPA and shall implement the HASP during the pendency of the Work. Purchaser shall update the HASP as necessary or appropriate during the course of the Work, and/or as requested by EPA.

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35. **Quality Assurance, Sampling, and Data Analysis**

a. Purchaser shall use quality assurance, quality control, and other technical activities and chain of custody procedures for all samples consistent with EPA's *Environmental Information Quality Policy*, CIO 2105.1 (Mar. 31, 2021), available at https://www.epa.gov/irmpoli8/environmental-information-quality-policy, the most recent version of *Quality Management Systems for Environmental Information and Technology Programs – Requirements with Guidance for Use*, ASQ/ANSI E4:2014 (Feb. 2014), and *EPA Requirements for Quality Assurance Project Plans*, EPA QA/G-5 (EPA/240/B-01/02) (Mar. 2001), available at https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans.

b. Purchaser shall ensure that EPA personnel and its authorized representatives are allowed reasonable access to laboratories used by Purchaser in implementing this Settlement. In addition, Purchaser shall ensure that such laboratories analyze all samples submitted by EPA under the Quality Assurance Project Plan ("QAPP") for quality assurance monitoring, and that sampling and field activities are conducted in accordance with the Agency's *EPA QA Field Activities Procedure*, CIO 2105-P-02.0 (Sept. 24, 2014) available at http://www.epa.gov/irmpoli8/epa-qa-field-activities-procedures. Purchaser shall ensure that the laboratories it uses for the analysis of samples taken under this Settlement meet the competency requirements set forth in the *Policy to Assure Competency of Laboratories, Field Sampling, and Other Organizations Generating Environmental Measurement Data under Agency-Funded Acquisitions*, Directive No. FEM-2011-01 (Nov. 14, 2016), available at https://www.epa.gov/measurements/documents-about-measurement-competency-under-acquisition-agreements and that the laboratories perform all analyses according to EPA-accepted methods. Accepted EPA methods are documented on the EPA's "Superfund Contract Laboratory Program" website at https://www.epa.gov/clp, the "Hazardous Waste Test Methods / SW 846" website (*Test Methods for Evaluating Solid Waste, Physical/Chemical Methods)* at https://www.epa.gov/hw-sw846, the "Standard Methods for the Examination of Water and Wastewater" website at https://www.standardmethods.org/, and the "Air Toxics - Monitoring Methods" (40 C.F.R. part 136) website at https://www3.epa.gov/ttnamti1/airtox.html.

c. Upon request, Purchaser shall provide split or duplicate samples to EPA or its authorized representatives. Purchaser shall notify EPA not less than seven days prior to any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA has the right to take any additional samples that EPA deems necessary. Upon request, EPA may provide to Purchaser split and/or duplicate samples of any samples in connection with EPA's oversight sampling.

d. Purchaser shall submit to EPA all sampling and tests results and other data obtained or generated by or on behalf of Purchaser or in connection with the implementation of this Settlement.

36. In accordance with the Phase 1 Removal Work Plan and Phase 2 Removal Work Plan schedules, or as otherwise directed by EPA, Purchaser shall submit to EPA for review and approval, in accordance with Paragraph 39, a proposal for Post-Removal Site Control, which must include but not be limited to: a list of intrusive and non-intrusive site inspections and institutional controls for Waste Material left in place, including a Restrictive Notice on the

Property. Upon EPA approval, Purchaser shall either conduct Post-Removal Site Control activities, or obtain a written commitment from another party for conduct of such activities until such time as EPA determines that no further Post-Removal Site Control is necessary. Purchaser shall provide EPA with documentation of all Post-Removal Site Control commitments.

37. **Community Involvement.** EPA has the lead responsibility for implementing community involvement activities at the Site, including the preparation of a community involvement plan, in accordance with the NCP and EPA guidance. As requested by EPA, Purchaser shall participate in community involvement activities, including participation in (a) the preparation of information regarding the Work for dissemination to the public (including compliance schedules and progress reports), with consideration given to the specific needs of the community, including translated materials and mass media and/or Internet notification, and (b) public meetings that may be held or sponsored by EPA to explain activities at or relating to the Site.

38. **Deliverables: Specifications and Approval**

a. **General Requirements for Deliverables.** Purchaser shall submit all deliverables to EPA, with a copy to CDPHE project manager Kyle Sandor, kyle.sandor@state.co.us, in electronic form, unless otherwise specified by the RPM.

b. **Technical Specifications for Deliverables.** Sampling and monitoring data should be submitted in standard regional Electronic Data Deliverable ("EDD") format. Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes.

39. **Approval of Deliverables.** After review of the Phase 1 and Phase 2 Removal Work Plans, respectively, and any other deliverable required to be submitted for EPA approval under this Settlement, EPA shall: (a) approve, in whole or in part, the deliverable; (b) approve the submission upon specified conditions and/or require revisions to the deliverable; (c) disapprove, in whole or in part, the deliverable and require revisions to the deliverable; or (d) any combination of the foregoing. If EPA requires revisions, EPA will provide a deadline for the resubmission, and Purchaser shall submit the revised deliverable by the required deadline. Once approved or approved with conditions, Purchaser shall implement the Removal Work Plan or other deliverables in accordance with the EPA-approved schedule. Upon approval or subsequent modification by EPA of any deliverable, or any portion thereof: (1) such deliverable, or portion thereof, and any subsequent modifications, will be incorporated into and enforceable under this Settlement; and (2) Purchaser shall take any action required by such deliverable, or portion thereof. Purchaser shall not commence or perform any Work except in conformance with the terms of this Settlement.

40. **Off-Site Shipments**

a. Purchaser may ship hazardous substances, pollutants, and contaminants from the Site to an off-site facility only if it complies with section 121(d)(3) of CERCLA and 40 C.F.R. § 300.440. Purchaser will be deemed to be in compliance with CERCLA § 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if Purchaser obtains a prior determination from

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EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b).

b. Purchaser may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, it provides written notice to the appropriate state environmental official in the receiving facility's state and to the RPM. This written notice requirement will not apply to any off-site shipments when the total quantity of all such shipments does not exceed 10 cubic yards. The written notice must include the following information, if available: (1) name and location of the receiving facility; (2) type and quantity of Waste Material to be shipped; (3) schedule for the shipment; and (4) method of transportation. Purchaser also shall notify the state environmental official referenced above and the RPM of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Purchaser shall provide the written notice after the award of the contract for the Removal Action and before the Waste Material is shipped.

c. Purchaser may ship Investigation Derived Waste ("IDW") from the Site to an off-site facility only if it complies with section 121(d)(3) of CERCLA, 40 C.F.R. § 300.440, EPA's *Guide to Management of Investigation Derived Waste*, OSWER 9345.3-03FS (Jan. 1992) available at https://semspub.epa.gov/work/03/136166.pdf, and any IDW-specific requirements contained in the Action Memorandum. Wastes shipped off-site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 C.F.R. § 261.4(e) shipped off-site for treatability studies, are not subject to 40 C.F.R. § 300.440.

41. **Permits**

a. As provided in CERCLA § 121(e), and section 300.400(e) of the NCP, no permit is required for any portion of the Work conducted entirely on-site (*i.e.*, within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal or state permit or approval, Purchaser shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals.

b. Purchaser may seek relief under the provisions of Section XI (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval referenced in ¶ 41.a required for the Work, provided that it has submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals.

c. Nothing in this Settlement constitutes a permit issued under any federal or state statute or regulation.

42. **Emergency Response.** If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from the Property that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Purchaser shall: (a) immediately take all appropriate action to prevent, abate, or minimize such release or threat of release; (b) immediately notify the RPM of

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the incident or Property conditions; and (c) take such actions in consultation with the RPM or authorized EPA officer and in accordance with all applicable provisions of this Settlement, including the Health and Safety Plan, and any other applicable deliverable approved by EPA.

43. **Release Reporting.** Upon the occurrence of any event during performance of the Work that Purchaser is required to report under CERCLA § 103 or section 304 of the Emergency Planning and Community Right-to-Know Act ("EPCRA"), 42 U.S.C. § 11004, Purchaser shall immediately orally notify the RPM or, in the event of their unavailability, the EPA Regional Duty Officer at 303-293-1788, and the National Response Center at (800) 424-8802. Purchaser shall also submit a written report to EPA within seven days after the onset of such event that describes (a) the event and (b) all measures taken and to be taken: (1) to mitigate any release or threat of release; (2) to mitigate any endangerment caused or threatened by the release; and (3) to prevent the reoccurrence of any such a release or threat of release. The reporting requirements are in addition to the reporting required by CERCLA § 103 and EPCRA § 304.

44. **Progress Reports.** Commencing upon EPA's approval of the Removal Work Plan and until issuance of a notice of completion of work under ¶ 46, Purchaser shall submit written progress reports to EPA on a monthly basis, or as otherwise directed in writing by the RPM. These reports must describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

45. **Final Report.** Within 30 days after completion of all Work required by this Settlement, other than continuing obligations listed in ¶ 46, Purchaser shall submit for EPA review and approval a final report regarding the Work.

a. The final report must:

(1) summarize the actions taken to comply with this Settlement;

(2) conform to the requirements of section 300.165 of the NCP ("OSC Reports");

(3) list the quantities and types of materials removed off-site or handled on-site;

(4) describe the removal and disposal options considered for those materials;

(5) identify the ultimate destination(s) of those materials;

(6) include the analytical results of all sampling and analyses performed; and

(7) include all relevant documentation generated during the Work (e.g., manifests, invoices, bills, contracts, and permits) and an estimate of the total costs incurred to complete the Work.

b. The final report must also include the following certification signed by a responsible corporate official of Purchaser or Purchaser's Project Coordinator: "I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

46. **Notice of Completion of Work**

a. If after reviewing the final report under ¶ 45, EPA determines that all Work, other than the continuing obligations, has been fully performed in accordance with this Settlement, EPA will provide written notice to Purchaser. A notice of completion of work is not a protectiveness determination and does not affect the following continuing obligations:

(1) obligations under the Post Removal Site Controls Plan;

(2) obligations under Section VIII (Property Requirements);

(3) payment of Future Response Costs; and

(4) obligations under Section XVIII (Records).

b. If EPA determines that any Work other than the continuing obligations has not been completed in accordance with this Settlement, EPA will notify Purchaser and provide a list of the deficiencies. Purchaser shall promptly correct all such deficiencies. Purchaser shall submit a modified final report upon completion of the deficiencies.

47. **Compliance with Applicable Law.** Nothing in this Settlement affects Purchaser's obligations to comply with all applicable state and federal laws and regulations, except as provided in section 121(e) of CERCLA and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-site actions required under this Settlement shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws. Purchaser shall include ARARs selected by EPA in the Phase 1 and Phase 2 Removal Work Plans. EPA deems the activities conducted in accordance with this Settlement, if approved by EPA, to be consistent with the NCP as provided under section 300.700(c)(3).

VIII. PROPERTY REQUIREMENTS

48. **Notices.** Purchaser shall provide all legally required notices with respect to the discovery or release of any hazardous substance at the Property that occurs after the Effective Date.

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49. **Non-Interference and Access.** Purchaser shall refrain from using the Property in any manner that EPA determines will pose an unacceptable risk to public health or welfare or the environment due to exposure to Waste Material, or interfere with or adversely affect the implementation, integrity, or protectiveness of the response action. Upon acquisition of the Property, Purchaser shall provide full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration at the Property (including the cooperation and access necessary for the installation, integrity, operation, and maintenance of any complete or partial response actions or natural resource restoration at the Property). Commencing on the Effective Date, Purchaser shall provide EPA, the State, and their representatives, including contractors, and subcontractors, access to the Property at all reasonable times to conduct any activity regarding the Settlement at the Property, including the following:

a. implementing the Work and overseeing compliance with the Settlement;

b. conducting investigations of contamination at or near the Property;

c. assessing the need for planning, implementing, or monitoring additional response actions at or near the Property;

d. implementing a response action by persons performing under EPA oversight;

e. determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under this Settlement or an EPA decision document for the Site; and

f. implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions and any institutional controls.

50. **Appropriate Care.** Commencing on the Effective Date, Purchaser shall exercise appropriate care with respect to hazardous substances found at the Property by taking reasonable steps to stop any continuing release; prevent any threatened future release; and prevent or limit human, environmental or natural resource exposure to any previously released hazardous substance.

51. **Land, Water, or Other Resource Use Restrictions**

a. Purchaser shall: (1) remain in compliance with any land use restrictions established in connection with any response action at the Property; (2) implement, maintain, monitor, and report on institutional controls, including recording a restrictive notice at the direction of EPA; and (3) not impede the effectiveness or integrity of any institutional control employed at the Property in connection with a response action.

52. **Notice to Successors-in-Title**

a. Purchaser shall within 15 days after the Effective Date, submit to EPA for approval a notice to be filed in the appropriate land records office regarding the Property. The notice must: (1) include a proper legal description of the Property; (2) provide notice to all

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successors-in-title that: (i) the Property is part of, or affected by, the Site, and (ii) Purchaser has entered into an Administrative Settlement Agreement requiring implementation of this removal action and compliance with the property requirements in Section VIII (Property Requirements), and (3) identify the name, CERCLA docket number, and Effective Date of this Settlement. Purchaser shall record the notice within 10 days after EPA's approval of the notice and submit to EPA, within 10 days thereafter, a certified copy of the recorded notice.

b. Purchaser shall, prior to entering into a contract to Transfer any of the Property, or 60 days prior to transferring any of the Property, whichever is earlier:

(1) notify the proposed Transferee that EPA has selected a removal action regarding the Property, that Purchaser has entered into an Administrative Settlement Agreement requiring implementation of such removal action and compliance with the requirements at the Property in this Section (identifying the name, CERCLA docket number, and the Effective Date of this Settlement); and

(2) notify EPA and the State of the name and address of the proposed Transferee and provide EPA and the State with a copy of the above notice that it provided to the proposed Transferee, and notify EPA if Purchaser seeks termination of its obligations in accordance with ¶ 54.

53. For so long as Purchaser is an owner or operator of any of the Property, Purchaser shall require that Transferees and other parties with rights to use any of the Property provide access and cooperation to EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight. Purchaser shall require that Transferees and other parties with rights to use any of the Property implement and comply with any land use restrictions and institutional controls on the Property in connection with any response action, and not contest EPA's authority to enforce any land use restrictions and institutional controls on any of the Property.

54. Upon sale or other conveyance of any of the Property, Purchaser shall require that each Transferee or other holder of an interest in any of the Property agrees to comply with Section XVIII (Records) and this Section and not contest EPA's authority to enforce any land use restrictions and institutional controls on any of the Property. After EPA's issuance of a notice of completion of work under ¶ 46 and Purchaser's written demonstration to EPA that a Transferee or other holder of an interest in any of the Property agrees to comply with the requirements of this ¶ 54, EPA will notify Purchaser that its obligations under this Settlement, except obligations under Section XVIII, are terminated with respect to any of the Property.

55. Purchaser shall provide a copy of the Restrictive Notice to be negotiated in accordance with this Settlement to any current lessee, sublessee, and other party with rights to use any of the Property as of the Effective Date.

56. Notwithstanding any provision of this Settlement, EPA retains all of its access authorities and rights, as well as all of its rights to require land, water, or other resource use

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restrictions and institutional controls, including related enforcement authorities, under CERCLA, RCRA, and any other applicable statute or regulations.

IX. INDEMNIFICATION AND INSURANCE

57. **Indemnification**

a. The United States does not assume any liability by entering into this Settlement or by virtue of any designation of Purchaser as EPA's authorized representatives under section 104(e)(1) of CERCLA. Purchaser shall indemnify and save and hold harmless the United States and its officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Purchaser, its officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Purchaser's behalf or under its control, in carrying out activities under this Settlement, including any claims arising from any designation of Purchaser as EPA's authorized representatives under section 104(e)(1) of CERCLA. Further, Purchaser agrees to pay the United States all costs it incurs, including attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Purchaser, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on its behalf or under its control, in carrying out activities under this Settlement. The United States shall not be held out as a party to any contract entered into by or on behalf of Purchaser in carrying out activities under this Settlement. Purchaser and any such contractor may not be considered an agent of the United States.

b. The United States shall give Purchaser notice of any claim for which the United States plans to seek indemnification under this ¶ 57, and shall consult with Purchaser prior to settling such claim.

58. Purchaser covenants not to sue and shall not assert any claim against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between Purchaser and any person for performance of Work or other activities on or relating to the Site, including claims on account of construction delays. In addition, Purchaser shall indemnify and save and hold the United States harmless with respect to any claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Purchaser and any person for performance of work on or relating to the Site, including claims on account of construction delays.

59. **Insurance.** Purchaser shall secure, by no later than 15 days before commencing any on-site Work, the following insurance: (a) commercial general liability insurance with limits of liability of $1 million per occurrence; (b) automobile liability insurance with limits of liability of $1 million per accident; and (c) umbrella liability insurance with limits of liability of $5 million in excess of the required commercial general liability and automobile liability limits. The insurance policy must name EPA as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Purchaser under this Settlement. Purchaser shall maintain this insurance until the first anniversary after issuance of EPA's notice of

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completion of work under ¶ 46. In addition, for the duration of this Settlement, Purchaser shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Purchaser in furtherance of this Settlement. Prior to commencement of the Work, Purchaser shall provide to EPA certificates of such insurance and a copy of each insurance policy. Purchaser shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. If Purchaser demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering all of the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Purchaser need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Purchaser shall ensure that all submittals to EPA under this Paragraph identify the Central City/Clear Creek Superfund Site and the CERCLA docket number for this action.

X. PAYMENT FOR RESPONSE COSTS

60. **Payments for Future Response Costs**

a. **Periodic Bills.** On a periodic basis, EPA will send Purchaser a bill for Future Response Costs, including a standard cost summary listing direct costs paid by EPA and DOJ and related indirect costs. Purchaser may initiate a dispute under Section XII regarding a Future Response Cost billing, but only if the dispute relates to one or more of the following issues: (1) whether EPA has made an arithmetical error; (2) whether EPA has included a cost item that is not within the definition of Future Response Costs; or (3) whether EPA has paid excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. Purchaser shall specify in the Notice of Dispute the contested costs and the basis for the objection.

b. **Payment of Bill.** Purchaser shall pay the bill, or if it initiates dispute resolution under Section XII, the uncontested portion of the bill, if any, within 30 days after receipt of the bill. Purchaser shall pay the contested portion of the bill determined to be owed, if any, within 30 days after the determination regarding the dispute. Each payment for: (1) the uncontested bill or portion of bill, if late, and (2) the contested portion of the bill determined to be owed, if any, must include an additional amount for Interest accrued from the date of receipt of the bill through the date of payment.

61. **Payment Instructions.** Purchaser shall make all payments at https://www.pay.gov using the "EPA Miscellaneous Payments Cincinnati Finance Center" link and include references to the CERCLA docket number and Site/Spill ID number listed in ¶ 95 and the purpose of the payment. Purchaser shall send notices of this payment to EPA and include these references. EPA will deposit the amounts paid under ¶ 60 in the Fund.

XI. FORCE MAJEURE

62. "Force Majeure," for purposes of this Settlement, means any event arising from causes beyond the control of Purchaser, of any entity controlled by Purchaser, or of Purchaser's contractors that delays or prevents the performance of any obligation under this Settlement

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despite Purchaser's best efforts to fulfill the obligation. Given the need to protect public health and welfare and the environment, the requirement that Purchaser exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. "Force majeure" does not include financial inability to complete the Work, or increased cost of performance.

63. If any event occurs for which Purchaser will or may claim a force majeure, Purchaser shall notify EPA's RPM by email. The deadline for the initial notice is 2 days after the date Purchaser first knew or should have known that the event would likely delay performance. Purchaser shall be deemed to know of any circumstance of which any contractor of, subcontractor of, or entity controlled by Purchaser knew or should have known. Within 7 days thereafter, Purchaser shall send a further notice to EPA that includes: (a) a description of the event and its effect on Purchasers' completion of the requirements of the Settlement; (b) a description of all actions taken or to be taken to prevent or minimize the delay; (c) the proposed extension of time for Purchaser to complete the requirements of the Settlement; (d) a statement as to whether, in the opinion of Purchaser, such event may cause or contribute to an endangerment to public health or welfare or the environment; and (e) all available proof supporting its claim of force majeure. Failure to comply with the notice requirements herein regarding an event precludes Purchaser from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under ¶ 62 and whether Purchaser has exercised best efforts under ¶ 62, EPA may, in its unreviewable discretion, excuse in writing Purchaser's failure to submit timely or complete notices under this Paragraph.

64. EPA will notify Purchaser of its determination whether Purchaser is entitled to relief under ¶ 62, and, if so, the duration of the extension of time for performance of the obligations affected by the force majeure. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. Purchaser may initiate dispute resolution under Section XII regarding EPA's determination within 15 days after receipt of the determination. In any such proceeding, Purchaser has the burden of proving that it is entitled to relief under ¶ 62 and that its proposed extension was or will be warranted under the circumstances.

65. The failure by EPA to timely complete any activity under this Settlement is not a violation of the Settlement, provided, however, that if such failure prevents Purchaser from meeting one or more deadlines under this Settlement, Purchaser may seek relief under this Section.

XII. DISPUTE RESOLUTION

66. Unless otherwise provided in this Settlement, Purchaser shall use the dispute resolution procedures of this Section to resolve any dispute arising under this Settlement.

67. A dispute will be considered to have arisen when Purchaser sends EPA a timely written notice of dispute ("Notice of Dispute"). A notice is timely if sent within 30 days after

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receipt of the EPA notice or determination giving rise to the dispute or within 15 days in the case of a force majeure determination. Disputes arising under this Settlement must in the first instance be the subject of informal negotiations between EPA and Purchaser. The period for informal negotiations may not exceed 60 days after the dispute arises unless EPA otherwise agrees. If the parties cannot resolve the dispute by informal negotiations, the position advanced by EPA is binding unless Purchaser initiates formal dispute resolution under ¶ 68.

68. **Formal Dispute Resolution**

a. **Statement of Position.** Purchaser may initiate formal dispute resolution by submitting to EPA, within seven days after the conclusion of informal dispute resolution under ¶ 67, an initial Statement of Position regarding the matter in dispute. EPA's responsive Statement of Position is due within 20 days after receipt of the initial Statement of Position. All statements of position must include supporting factual data, analysis, opinion, and other documentation. A reply, if any, is due within 10 days after receipt of the response. If appropriate, EPA may extend the deadlines for filing statements of position for up to 15 days and may allow the submission of supplemental statements of position.

b. **Formal Decision.** The Director of the Superfund & Emergency Management Division, EPA Region 8, will issue a formal decision resolving the dispute ("Formal Decision") based on the statements of position and any replies and supplemental statements of position. The Formal Decision is binding on Purchaser and shall be incorporated into and become an enforceable part of this Settlement.

69. **Escrow Account**. For disputes regarding a Future Response Costs billing, Purchaser shall: (a) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation ("FDIC"); (b) remit to that escrow account funds equal to the amount of the contested Future Response Costs; and (c) send to EPA copies of the correspondence and of the payment documentation (e.g., the check) that established and funded the escrow account, including the name of the bank, the bank account number, and a bank statement showing the initial balance in the account. EPA may, in its unreviewable discretion, waive the requirement to establish the escrow account. Purchaser shall cause the escrow agent to pay the amounts due to EPA under ¶ 60, if any, by the deadline for such payment in ¶ 60. Purchaser is responsible for any balance due under ¶ 60 after the payment by the escrow agent.

70. The initiation of dispute resolution procedures under this Section does not extend, postpone, or affect in any way any requirement of this Settlement, except as EPA agrees. Stipulated penalties with respect to the disputed matter will continue to accrue, but payment is stayed pending resolution of the dispute, as provided in ¶ 73.

XIII. STIPULATED PENALTIES

71. Unless the noncompliance is excused under Section XI (Force Majeure), Purchaser is liable to the United States for the following stipulated penalties:

72. Stipulated Penalty Amounts- Payments, Deliverables, Milestones

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a. The following stipulated penalties shall accrue per violation per day for failure to comply with any of the obligations identified in Paragraph 72.b:

Period of Noncompliance	Penalty Per Noncompliance Per Day
1st through 14th day	$750
15th through 30th day	$1,500
31st day and beyond	$3,000

b. **Obligations**

(1) Payment of any amount due under Section X (Payment of Response Costs).

(2) Submission of Phase 1 and Phase 2 Removal Work Plans.

(3) Compliance with the Restrictive Notice.

(4) Submission of timely deliverables pursuant to this Settlement.

73. **Accrual of Penalties**

a. Stipulated penalties accrue from the date performance is due, or the day a noncompliance occurs, whichever is applicable, until the date the requirement is completed or the final day of the correction of the noncompliance. Nothing in this Settlement prevents the simultaneous accrual of separate penalties for separate non-compliances with this Settlement. Stipulated penalties accrue regardless of whether Purchaser has been notified of its noncompliance, and regardless of whether Purchaser has initiated dispute resolution under Section XII, provided, however, that no penalties will accrue as follows:

(1) with respect to a submission that EPA determines requires revision under ¶ 39, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Purchaser of any need for revision; or

(2) with respect to a matter that is the subject of dispute resolution under Section XII, during the period, if any, beginning on the 21st day after the later of the date that EPA's Statement of Position is received or the date that Purchaser's reply thereto (if any) is received until the date of the Formal Decision under ¶ 68.

b. If EPA requires revision under ¶ 39, stipulated penalties for revisions to an original deliverable submission accrue during the specified period allowed for resubmission, but are not payable unless the resubmission is disapproved in whole or in part; provided that, if the original deliverable submission was so deficient as to constitute a bad faith lack of effort by Purchaser, the stipulated penalties applicable to the original deliverable submission are due and payable notwithstanding any subsequent resubmission.

74. **Demand and Payment of Stipulated Penalties.** EPA may send Purchaser a demand for stipulated penalties. The demand will include a description of the noncompliance and will specify the amount of the stipulated penalties owed. Purchaser may initiate dispute resolution under Section XII regarding the demand. Purchaser shall pay the amount demanded or, if Purchaser initiates dispute resolution, the uncontested portion of the amount demanded, within 30 days after receipt of the demand. Purchaser shall pay the contested portion of the penalties determined to be owed, if any, within 30 days after the resolution of the dispute. Each payment for: (a) the uncontested penalty demand or uncontested portion, if late, and (b) the contested portion of the penalty demand determined to be owed, if any, must include an additional amount for Interest accrued from the date of receipt of the demand through the date of payment. Purchaser shall make payment at https://www.pay.gov using the link for "EPA Miscellaneous Payments Cincinnati Finance Center," including a reference to the CERCLA docket number and Site/Spill ID number listed in ¶ 95, and the purpose of the payment. Purchaser shall send a notice of this payment to DOJ and EPA. The payment of stipulated penalties and Interest, if any, does not alter any obligation by Purchaser under this Settlement.

75. Nothing in this Settlement limits the authority of the United States: (a) to seek any remedy otherwise provided by law for Purchaser's failure to pay stipulated penalties or interest; or (b) to seek any other remedies or sanctions available by virtue of Purchaser's noncompliance with this Settlement or of the statutes and regulations upon which it is based including penalties under section 106(b) of CERCLA provided, however, that the United States may not seek civil penalties under section 106(b) for any noncompliance for which a stipulated penalty is provided herein, except in the case of a willful noncompliance with this Settlement.

76. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued under this Settlement.

XIV. CERTIFICATION

77. Purchaser certifies to the best of its knowledge and belief that after thorough inquiry and as of the date of Purchaser's signature (a) it is a BFPP; (b) it has fully and accurately disclosed to EPA all information known to Purchaser and all information in the possession or control of its officers, directors, employees, contractors, and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site; and (c) it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any documents and electronically stored information relating to the Site.

XV. COVENANTS BY UNITED STATES

78. **Covenants for Purchaser.** Subject to ¶ 81, the United States covenants not to sue or to take administrative action against Purchaser under sections 106 and 107(a) of CERCLA for Existing Contamination, the Work, and payments under Section X (Payment for Response Costs).

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79. The covenants under ¶ 78: (a) take effect upon the Effective Date; (b) are conditioned on (1) the satisfactory performance by Purchaser of the requirements of this Settlement; and (2) the veracity of the information provided to EPA by Purchaser relating to Purchaser's involvement with the Site and the certification made by Purchaser in ¶ 77; (c) extend to the successors of Purchaser but only to the extent that the successor of Purchaser is assuming all obligations under this Settlement and the alleged liability of the successor of Purchaser is based solely on its status as a successor of Purchaser; and (d) do not extend to any other person.

80. Nothing in this Settlement constitutes a covenant not to sue or not to take action or otherwise limits the ability of the United States or EPA to seek or obtain further relief from Purchaser if the information provided to EPA by Purchaser relating to Purchaser's involvement with the Site or the certification made by Purchaser in ¶ 77 is false or in any material respect inaccurate.

81. **General Reservations.** Notwithstanding any other provision of this Settlement, the United States reserves, and this Settlement is without prejudice to, all rights against Purchaser regarding the following:

a. liability for failure by Purchaser to meet a requirement of this Settlement;

b. liability resulting from an act or omission that causes exacerbation of Existing Contamination by Purchaser, its successors, assigns, lessees, or sublessees;

c. liability resulting from the disposal, release, or threat of release of hazardous substances, pollutants or contaminants at or in connection with the Site after the Effective Date, not within the definition of Existing Contamination;

d. liability arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of the Site, except as provided in clause c of the definition of Existing Contamination;

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

f. liability for any releases associated with any underground storage tanks within the Property boundaries; and

g. criminal liability.

82. With respect to any claim or cause of action asserted by the United States, Purchaser shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination and that Purchaser has complied with all the requirements of CERCLA §§ 101(40) and 107(r).

83. Subject to ¶ 78, nothing in this Settlement limits any authority of the United States or EPA to take, direct, or order all appropriate action to protect public health and welfare and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or to request a Court to order such action. Further,

except as specifically provided in this Settlement, nothing in this Settlement shall prevent the United States from seeking legal or equitable relief to enforce the terms of this Settlement or from taking other legal or equitable action as it deems appropriate and necessary.

XVI. COVENANTS BY PURCHASER

84. **Covenants by Purchaser**

a. Subject to ¶ 85, Purchaser covenants not to sue and shall not assert any claim or cause of action against the United States under CERCLA, RCRA § 7002(a), the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, the State Constitution, State law, or at common law regarding Existing Contamination, the Work, payments under Section X (Payment for Response Costs), and this Settlement.

b. Subject to ¶ 85, Purchaser covenants not to seek reimbursement from the Fund through CERCLA or any other law for the costs regarding the Existing Contamination, the costs of the Work, payments under Section X (Payment for Response Costs), or any claim arising out of response actions at or in connection with the Site.

85. **Purchaser's Reservation.** The covenants in ¶ 84 do not apply to any claim or cause of action brought, or order issued, after the Effective Date by the United States to the extent such claim, cause of action, or order is within the scope of a reservation under ¶¶ 81.a through 81.f.

XVII. EFFECT OF SETTLEMENT; CONTRIBUTION

86. Except as provided in Section 83 (Covenants by Purchaser), each of the Parties expressly reserves any and all rights (including under section 113 of CERCLA), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

87. The Parties agree that: (a) this Settlement constitutes an administrative settlement under which Purchaser has, as of the Effective Date, resolved liability to the United States within the meaning of sections 113(f)(2) and 113(f)(3)(B) of CERCLA; and (b) Purchaser is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement. The "matters addressed" in this Settlement are the Work, payments under Section X and all response actions taken or to be taken and all response costs incurred or to be incurred in connection with Existing Contamination by the United States or any other person, except the State. However, if the United States exercises rights under the reservations in ¶¶ 81.a through 81.f, the "matters addressed" in this Settlement will no longer include those response costs or response actions or natural resource damages that are within the scope of the exercised reservation.

88. Purchaser shall, with respect to any suit or claim brought by it for matters related to this Settlement, notify DOJ and EPA in writing no later than 60 days prior to the initiation of

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such suit or claim. Purchaser shall, with respect to any suit or claim brought against it for matters related to this Settlement, notify DOJ and EPA in writing within 10 days after service of the complaint or claim upon Purchaser. In addition, Purchaser shall notify DOJ and EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement.

89. Nothing in this Settlement diminishes the right of the United States under sections 113(f)(2) and (3) of CERCLA to pursue any person not a Party to this Settlement to obtain additional response costs or response actions and to enter into settlements that give rise to contribution protection pursuant to section 113(f)(2).

XVIII. RECORDS

90. **Retention of Records and Information**

a. Purchaser shall retain, and instruct their contractors and agents to retain, the following documents and electronically stored data ("Records") until 10 years after a notice of completion of the work under ¶ 46 ("Record Retention Period"):

(1) All records regarding Existing Contamination or any release or threat of release of hazardous substances, pollutants or contaminants at or from the Site.

(2) All records regarding Purchaser's liability and the liability of any other person under CERCLA regarding the Site;

(3) All reports, plans, permits, and documents submitted to EPA in accordance with this Settlement, including all underlying research and data; and

(4) All data developed by, or on behalf of, Purchaser in the course of performing the Work.

b. At the end of the Record Retention Period, Purchaser shall notify EPA that it has 90 days to request Purchaser's Records subject to this Section. Purchaser shall retain and preserve its Records subject to this Section until 90 days after EPA's receipt of the notice. These record retention requirements apply regardless of any corporate record retention policy.

91. Purchaser shall provide to EPA, upon request, copies of all Records and information required to be retained under this Section. Purchaser shall also comply, as required by law, with any authorized request for information or administrative subpoena issued by EPA or the State.

92. **Privileged and Protected Claims**

a. Purchaser may assert that all or part of a record requested by EPA is privileged or protected as provided under federal law, in lieu of providing the record, provided that Purchaser complies with ¶ 92.b, and except as provided in ¶ 92.c.

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b. If Purchaser asserts a claim of privilege or protection, it shall provide EPA with the following information regarding such record: title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a record, Purchaser shall provide the record to EPA in redacted form to mask the privileged or protected portion only. Purchaser shall retain all records that it claims to be privileged or protected until EPA has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Purchaser's favor.

c. Purchaser shall not make any claim of privilege or protection regarding: (1) any data regarding the Site, including all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological or engineering data, or the portion of any other record that evidences conditions at or around the Site; or (2) the portion of any record that Purchaser is required to create or generate in accordance with this Settlement.

93. **Confidential Business Information Claims**. Purchaser is entitled to claim that all or part of a record submitted to EPA under this Section is Confidential Business Information ("CBI") that is covered by section 104(e)(7) of CERCLA and 40 C.F.R. § 2.203(b). Purchaser shall segregate all records or parts thereof submitted under this Settlement which it claims are CBI and label them as "claimed as confidential business information" or "claimed as CBI." Records that Purchaser properly labels in accordance with the preceding sentence will be afforded the protections specified in 40 C.F.R. part 2, subpart B. If the records are not properly labeled when they are submitted to EPA, or if EPA notifies Purchaser that the records are not entitled to confidential treatment under the standards of section 104(e)(7) of CERCLA or 40 C.F.R. part 2, subpart B, the public may be given access to such records without further notice to Purchaser.

94. Notwithstanding any provision of this Settlement, EPA retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XIX. NOTICES AND SUBMISSIONS

95. All agreements, approvals, consents, deliverables, modifications, notices, notifications, objections, proposals, reports, waivers, and requests specified in this Settlement must be in writing unless otherwise specified. Whenever a notice is required to be given or a report or other document is required to be sent by one Party to another under this Settlement, it must be sent as specified below. All notices under this Section are effective upon receipt, unless otherwise specified. In the case of emailed notices, there is a rebuttable presumption that such notices are received on the same day that they are sent. Any Party may change the method, person, or address applicable to it by providing notice of such change to all Parties.

As to DOJ: *via email to*:
eescdcopy@usdoj.gov
Re: DJ#90-11-3-12771

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As to EPA:	*via email to*: zachman.angela@epa.gov Re: Site/Spill ID # 0813
As to the EPA Regional Financial Management Officer:	*via email to*: johnson.karren@epa.gov Re: Site/Spill ID # 0813
As to Purchaser:	*via email to*: stephanie@fourpointsfunding.com kevin@fourpointsfunding.com CarlaCole@spaceincco.com

XX. APPENDIXES

96. The following appendixes are attached to and incorporated into this Settlement.

"Appendix A" is the Property description

"Appendix B" is the SOW.

"Appendix C" is the Residential Property Development Plan.

"Appendix D" is the Site map.

XXI. MODIFICATIONS

97. If the RPM determines a modification to any approved deliverable submitted to EPA after the Effective Date is appropriate, the RPM may make such modification in writing or by oral direction. EPA will promptly memorialize in writing any oral modification, but the modification has as its effective date the date of the RPM's oral direction, unless otherwise indicated. Any other requirements of this Settlement may be modified by mutual agreement of the Parties, and any such modification has as its effective date the date of signature by all Parties.

98. If Purchaser seeks permission to deviate from any approved deliverable or the SOWs/Removal Work Plans, Purchaser's Project Coordinator shall submit a written request to the RPM outlining the proposed modification and its basis. Purchaser may not proceed with a requested modification under this Paragraph until receiving approval under ¶ 97.

99. No informal advice, guidance, suggestion, or comment by the RPM or other EPA representatives regarding any deliverable submitted by Purchaser shall relieve Purchaser of its obligation to obtain any formal approval required by this Settlement, or to comply with all requirements of this Settlement, unless it is formally modified.

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XXII. SIGNATORIES

100. Each undersigned representative of the United States and the undersigned representative of Purchaser certifies that the signatory is authorized to enter into the terms and conditions of this Settlement and to execute and legally bind Purchaser to this Settlement.

XXIII. DISCLAIMER

101. This Settlement is in no way a finding by EPA as to the risks to public health and welfare and the environment that may be posed by contamination at the Property or the Site or a representation by EPA that the Property or the Site is fit for any particular purpose.

XXIV. ENFORCEMENT

102. The Parties agree that the United States District Court for the District of Colorado ("Court") will have jurisdiction, including under section 113(b) of CERCLA for any judicial enforcement action brought with respect to this Settlement.

103. Notwithstanding ¶ 78 of this Settlement, if Purchaser fails to comply with the terms of this Settlement, the United States may file a lawsuit for breach of this Settlement, or any provision thereof, in the Court. In any such action, Purchaser consents to and agrees not to contest the exercise of personal jurisdiction over it by the Court. Purchaser further acknowledges that venue in the Court is appropriate and agrees not to raise any challenge on this basis.

104. If the United States files a civil action as contemplated by ¶ 103 to remedy breach of this Settlement, the United States may seek, and the Court may grant as relief, the following: (a) an order mandating specific performance of any term or provision in this Settlement, without regard to whether monetary relief would be adequate; and (b) any additional relief that may be authorized by law or equity.

XXV. INTEGRATION

105. This Settlement constitutes the entire agreement among the Parties regarding the subject matter of the Settlement and supersedes all prior representations, agreements, and understandings, whether oral or written, regarding the subject matter of the Settlement.

XXVI. PUBLIC COMMENT

106. This Settlement is subject to a 30-day public comment period, after which the United States may withdraw its consent or seek to modify this Settlement if comments received disclose facts or considerations that indicate that this Settlement is inappropriate, improper, or inadequate.

XXVII. EFFECTIVE DATE

107. The effective date of this Settlement is the date upon which EPA issues written notice to Purchaser that the United States, after review of and response to any public comments received, will not withdraw consent or seek to modify this Settlement.

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Signature Page for Administrative Settlement Agreement regarding the Central City/Clear Creek Superfund Site

IT IS SO AGREED:

6/6/2023 | 3:45 PM EDT ______________ Dated

DocuSigned by:
Stephanie Copeland
BAC5867A53764F8...

Purchaser
Stephanie Copeland
Partner, Chairman
Four Points Funding, L.L.C.
345 Lincoln Ave., #206
Steamboat Springs, Colorado 80487

DocuSign Envelope ID: D09F86CF-EEE5-456B-849A-C21D9539E779

Signature Page for Administrative Settlement Agreement regarding the Central City/Clear Creek Superfund Site

IT IS SO AGREED:

U.S. ENVIRONMENTAL PROTECTION AGENCY:

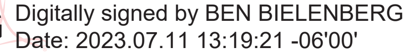
CHRISTOPHER THOMPSON

____
Dated

Christopher Thompson
Associate Regional Counsel for Enforcement
U.S. Environmental Protection Agency
Region 8

7/11/2023
Dated

BEN BIELENBERG



Ben Bielenberg
Acting Director
Superfund and Emergency Management Division
U.S. Environmental Protection Agency
Region 8

DocuSign Envelope ID: D09F86CF-EEE5-456B-849A-C21D9539E779

Signature Page for Administrative Settlement Agreement regarding the Central City/Clear Creek Superfund Site

IT IS SO AGREED:

U.S. DEPARTMENT OF JUSTICE:

ELLEN MAHAN Digitally signed by ELLEN MAHAN
Date: 2023.07.25 13:33:08 -04'00'

Ellen M. Mahan
Deputy Section Chief
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section

Appendix A
Property Description

Four Points Funding, L.L.C is the owner of the following described property: Blocks 56, 57, 66 and S, part of Blocks 45 and 55, a part of vacated Miner Street, a part of Idaho Street, a part of Nancarrow Placer M.S. No 1345 and vacated streets and alleys therein, City of Idaho Springs, County of Clear Creek, State of Colorado more particularly described as follows:

Beginning on the Northerly line of Interstate 70 being CDOT monument 384; thence along said line North 68°11'17" West, a distance of 160.79 feet to the East line of Lot 23, Nancarrow Mobile Home Addition; thence along said line North 09°38'08" East, a distance of 92.76 feet to the South line of Miner Street; thence along said South Line the following eight (8) courses;

1. South 72°29'32" East, a distance of 19.94 feet;
2. South 65°20'48" East, a distance of 13.72 feet;
3. South 72°56'33" East, a distance of 5.30 feet to a point of curvature;
4. along the arc of a non-tangent curve to the left 70.62 feet, having a radius of 503.25 feet, a central angle of 08°02'24" and a chord which bears South 76°57'49" East a distance of 70.56 feet;
5. South 80°51'22" East, a distance of 189.07 feet;
6. South 78°36'56" East, a distance of 280.68 feet;
7. South 80°19'27" East, a distance of 121.04 feet;
8. South 71°20'51" East, a distance of 1.90 feet to the centerline of Idaho Street established by Ordinance recorded in Book 79, at page 526 and a point of curvature;

thence along said centerline being the arc of a non-tangent curve to the right 35.48 feet, having a radius of 458.37 feet, a central angle of 04°26'04" and a chord which bears South 62°34'38" East a distance of 35.47 feet to the intersection of said centerline and the East line of Lot 9, said Block 55; thence along said centerline South 09°41'19" West, a distance of 110.22 feet to the intersection of a vacated alley; thence along said centerline South 80°18'41" East, a distance of 176.00 feet to the intersection of said centerline and the east line said Block 56 extended; thence along said line South 09°'41'19" West, a distance of 25.99 feet; thence South 80°18'41" East, a distance of 48.68 feet; thence South 09°41'19" West, a distance of 24.01 feet; thence South 80°18'41" East, a distance of 255.32 feet to the East line of said Block 45; thence along said line South 09°41'19" West, a distance of 41.23 feet to said Northerly line of Interstate 70; thence along said line the following eight (8) courses;

1. South 82°40'13" West, a distance of 135.16 feet;
2. North 80°18'47" West, a distance of 233.31 feet;
3. South 47°30'17" East, a distance of 5.80 feet;
4. North 70°17'17" West, a distance of 221.04 feet;
5. North 68°11'17" West, a distance of 298.32 feet;
6. North 52°50'15" West, a distance of 47.52 feet;
7. North 80°18'47" West, a distance of 117.60 feet;
8. North 43°26'26" West a distance of 38.70 feet to the Point of Beginning.

Containing a calculated area of 164,075 square feet or 3.77 acres, has laid out, subdivided and platted the same into lots and streets as herein shown under the name and style of Block 57/Former Golddigger Field, and does hereby grant and convey to the City of Idaho Springs all such streets and avenues, alleys, parks and all utility and drainage easements over and across said lots at locations shown on the accompanying plat for construction, operation and maintenance of utilities and drainage facilities.

APPENDIX B

ADMINISTRATIVE SETTLEMENT AGREEMENT AND
ORDER ON CONSENT

Central City, Clear Creek Superfund Site
Gilpin and Clear Creek Counties
Colorado

Statement of Work for Development

General Expectations

1. This Statement of Work (SOW) sets forth the procedures and requirements for implementing the Work contained herein. Terms shall have the same definition as that included in the Administrative Settlement Agreement for Removal Action by Bona Fide Prospective Purchaser (AOC), Four Points Funding, LLC, Purchaser (Purchaser)

2. All Work shall be completed in a manner consistent with federal, state, and local regulations and in accordance with the AOC.

Phase 1 Removal Action Work Plan

1. In accordance with the AOC, Purchaser shall submit for EPA approval (1) Phase 1 Removal Work Plan, including a quality assurance project plan (QAPP), that identifies the anticipated use of the Property and areas within the Property that will be disturbed during the future development; and (2) a Health and Safety Plan (HASP).

2. Subject to location and project specific criteria, the following general considerations will need to be incorporated into the Phase 1 Removal Work Plan:

   a. Initial property characterization (sampling) shall include decision units on the property not to exceed 0.25 acres.
   b. Each decision unit, at a minimum, will be sampled at two different depths: ground surface to 12-inches and 12-inches to 2 feet below ground surface (bgs). Each composite sample will consist of 30 aliquots that will be randomly obtained from each sampling polygon at each of the two depths.

3. During implementation of the Phase 1 Removal Work Plan, comparison values will be the EPA Regional Screening Levels for any contaminants of concern.

4. After EPA approval of the Phase 1 Removal Work Plan, Purchaser shall provide

written notice to the Agencies regarding sampling activities at least 10 days prior to field work. This notice should include a description of anticipated work days, work times, and number of field personnel.

Phase 2 Removal Work Plan

1. In accordance with the AOC, Purchaser shall submit for EPA approval the Phase 2 Removal Work Plan, including, if necessary, updates to the QAPP and/or HASP. The Phase 2 Removal Work Plan will delineate the response actions that will be taken to manage soils exceeding applicable land use action levels.

2. During implementation of the Phase 2 Removal Work Plan, the same action levels as the Phase 1 Removal Work Plan apply. In addition, the following construction specifications apply:

    a. Soils with concentrations that exceed the applicable land use action levels can be managed one of two ways:
        i. encapsulate the soils on site under an engineered cap or soil cover, incorporating a delineation barrier along with at least 18 inches of soil that is compliant with the applicable land use action level; or
        ii. properly segregate and dispose soils at an appropriate Transfer Storage or Disposal Facility in compliance with all applicable regulations.
    b. Engineered Caps and Covers include (but are not limited to): (a) asphalt, cement or other impervious material; or (b) at least 18 inches of soil compliant with all applicable land use action levels.
    c. For decision units where excavation work occurs, including, but not limited to underground utility corridors, basement or foundation work:
        i. If the subject decision unit where the excavation work occurs and all contiguous decision units have soil concentrations below the subject decision unit's applicable land use action level, no additional characterization is needed.
        ii. If the subject decision unit or any contiguous decision unit have soil concentrations above the subject decision unit's applicable land use action level, once the full excavation depth has been attained, soils representing the floor and walls of the excavated areas or soils to remain accessible at the surface should be characterized. If concentrations remain above the applicable land use action levels, backfilling shall incorporate a delineation barrier along with at least 18 inches of soil that is compliant with the applicable land use action level.
    d. Where soils exceeding applicable land use action levels are consolidated, and covered or capped in place, pursuant to a response action plan, Purchaser shall draft and submit to EPA a plan to comply with Paragraph 50 of the AOC (Appropriate Care) in order to ensure the cover or cap is maintained and to ensure adequate controls exist to address management of

soils due to future erosion or excavation that occurs in the covered or capped areas.

3. Purchaser shall provide written notice to the Agencies regarding Phase 2 Removal Work response activities at least 10 days prior to taking a response action. This notice should include a description of anticipated work, the anticipated start date and anticipated duration.

Final Report

1. In accordance with the AOC, Purchaser shall submit for EPA approval a final report. In order to summarize the actions taken to comply with the AOC, the final report should include information regarding:

a. Detailed description of all aspects of soil and water management tasks,
b. Description of soil management,
c. Description of water management,
d. Geo-referenced as-built drawings (or electronic GIS files),
    i. The as-built drawings should indicate locations of temporary or permanent above ground and below ground structures, areas of soil excavation, backfill, and cover materials and other similar features
e. Description and figures documenting the location of material in exceedance of the overall applicable land use action levels, and
f. A plan to comply with Paragraph 50 of the AOC (Appropriate Care), which should include addressing maintenance activities for areas with material in excess of the applicable land use action levels.

PLANNED DEVELOPMENT

BLOCK 57 MIXED-USE DEVELOPMENT

FORMER GOLDDIGGER FIELD

11TH AVENUE AND IDAHO STREET, IDAHO SPRINGS, CO 80452

OWNER:
CLEAR CREEK SCHOOL DISTRICT
PO BOX 3339
IDAHO SPRINGS, CO
80452

DATE ISSUED: AUGUST 18, 2021
DATE REVISED: NOV 14, 2022 "FINAL"
PREPARED BY: SPACE INC
CONTACT: CARLA POKRYWKA COLE
PHONE: 720.234.6121

LEGAL DESCRIPTION

PARCEL A:
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 45 IN THE CITY, FORMERLY TOWN OF IDAHO SPRINGS, EXCEPT THAT PORTION OF LOTS 1 AND 3 CONVEYED TO THE DEPARTMENT OF HIGHWAY BY QUITCLAIM DEED RECORDED SEPTEMBER 12, 1957 IN BOOK 258 AT PAGE 63, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

PARCEL B:
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 56 IN THE CITY, FORMERLY TOWN OF IDAHO SPRING, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

PARCEL C:
LOTS 9 THROUGH 12, INCLUSIVE, BLOCK 55 IN THE CITY, FORMERLY TOWN OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

PARCEL D:
BLOCK 57, IN THE CITY, FORMERLY TOWN OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

PARCEL E:
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK S IN THE CITY, FORMERLY TOWN OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

PARCEL F:
LOTS 1 AND 2, BLOCK 66 IN THE CITY, FORMERLY TOWN OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

PARCEL G:
LOTS 3 THROUGH 5, BLOCK 66 IN THE CITY, FORMERLY TOWN OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

TOGETHER WITH A PORTION OF MINER STREET AND A PORTION OF 9TH AVENUE SOUTH OF MINER STREET AND A PORTION OF 10TH AVENUE SOUTH OF MINER STREET AS VACATED BY ORDINANCE RECORDED OCTOBER 20, 1959 IN BOOK 265 AT PAGE 147.

PARCEL H:
A TRACT OR PARCEL OF LAND IN THE NANCARROW PLACER, SURVEY NO. 1345, IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 73 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN CLEAR CREEK COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON LINE 10 AND 11 OF THE CITY OF IDAHO SPRINGS SURVEY NO. 332, FROM WHICH POINT CORNER NO. 11 BEARS NORTH 87°20' WEST, A DISTANCE OF 175.30 FEET;

1. SOUTH 68°00' EAST, A DISTANCE OF 194.10 FEET;
2. SOUTH 70°06' EAST, A DISTANCE OF 221.00 FEET, TO A POINT ON LINE 9 AND 10 OF SAID SURVEY NO.332;
3. NORTH 47°19 WEST, A DISTANCE OF 201.80 FEET TO CORNER NO. 10 OF SAID IDAHO SPRINGS SURVEY NO. 332;
4. ALONG LINES 10 AND 11 OF THE SAID IDAHO SPRINGS SURVEY NO. 332, NORTH 87°20'WEST, A DISTANCE OF 239.70 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, COUNTY OF CLEAR CREEK, STATE OF COLORADO.

1.0 DEFINITIONS

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Allowable Development" shall mean the Project as approved by Council and Planning Commission during the Planned Development and Final Development Plan processes.
"Area Median Income" "AMI" shall mean the median income for Idaho Springs, CO. specifically, as most recently determined by the Secretary of Housing and Urban Development under Section 8(f)(3)of the United States Housing Act of 1937, as amended.
"City" shall mean the City of Idaho Springs.
"Community-based organizations" shall mean any for-profit or non-profit organizations or business not noted elsewhere in this agreement
"Comprehensive Plan" shall mean a policy document that provided guidance to City Council, Planning Commission, City Staff residents, businesses, and developers to facilitate informed decisions about the current and future needs of the community. The 2017 City of Idaho Springs Comprehensive Plan designates the Site referred to in this document as "Commercial-2" .
"Contract" shall mean a contract related to use, maintenance, or operation of the Development or part thereof.
"Contractor" shall mean a prime contractor, a subcontractor, or any other business entering into a contract related to the use, maintenance, or operation of the Development or part thereof. "Contractor" shall not include Tenants or construction contractors. "Contractor" shall not include consultants, which are defined as businesses retained solely to provide expert advice or to produce a written work product.
"Developer" shall mean Four Points Funding
"Development" shall mean the Block57/Former Golddigger Field Project
"Final Development Plan" shall mean the review process to ensure compliance with the development requirements set forth in the Municipal Code and to provide for the construction and installation of any public improvements needed to serve the proposed property. It is regulated by Section 21-106 of the Idaho Springs Municipal Code
"Planned Development" shall mean the process to establish a zone district to provide greater flexibility in land development and use by allowing an applicant to propose specific use entitlements and development standards based upon comprehensive, integrated, plan rather than upon development constraints as applicable to standard zone districts. The process is regulated by Section 21-107 of the City of Idaho Springs Municipal Code.
"Middle-Income Earner" shall mean an individual whose household income is greater than 80% of the Annual Median Income for the Standard Statistical Area of Idaho Springs.
"Project" shall mean the Mixed-use attainable housing to be developed on the Property in accordance with the terms and conditions of this Agreement is called "Block57/ Former Golddigger Field".
"Property" shall mean the approximately 3.55 acres located south of Miner Street approximately between 8th and 10th Avenues and south of Idaho Street between 10th and 12th Avenues, otherwise known as the former Golddigger Field and CCSD Bus Barn, in the City of Idaho Springs, Colorado, as set forth in Attachment A.
"Site" shall mean the approximately 3.55 acres located south of Miner Street approximately between 8th and 10th Avenues and south of Idaho Street between 10th and 12th Avenues, otherwise known as the former Golddigger Field and CCSD Bus Barn, in the City of Idaho Springs, Colorado, as set forth in Attachment A.
"Stakeholders" shall mean a combination of Clear Creek School District, Clear Creek Metropolitan Recreation Center, and other Community-based organizations who take part in the Project associated Community Benefits Agreement
"Sub-Division" shall mean the division and development of all land, for any purpose whatsoever, contained within the City and as regulated by Chapter 24 of the City of Idaho Springs Municipal Code.
"Tenant" shall mean any entity that enters into a lease agreement or similar agreement for use of space within the Development.

2.0 COMMUNITY USES

A. **PURPOSE.** The Developer shall design, construct, and maintain at least one-half acre of the Site for Open Space to be used for community services, such as community meetings, recreational opportunities, social and cultural events, and educational services. The space shall be publicly accessible. Hours of operation shall be determined in cooperation of the Developer and Stakeholders. The Developer, in collaboration with Clear Creek School District (CCSD), Clear Creek Metropolitan Recreation Center (CCMRD), and the City of Idaho Springs shall undertake, and the Developer shall fund a design for the park. The space and the services provided therein shall be operated either by nonprofit organizations, CCMRD, the Developer, or the City. An entity or organization using the park for a service, class, or other event shall be the responsible operator of the space in conjunction with this use. The square footage of any Community Uses developed in the Project shall count toward Open Space requirements for the Allowable Development under Planned Development, Final Development Plan, and Sub-Division Processes.

B. **PARK AND RECREATION SPACE CREATION BY DEVELOPER.**

1. Park and recreation creation. The Developer shall fund or cause to be privately funded the creation or improvement of one or more parks and recreation spaces, including but not limited to, park design, and construction, within the Site, in a manner consistent with the results of Stakeholder input on design. The recreation space(s) created pursuant to this agreement shall be open to the public and free of charge. Developer shall be responsible for the maintenance of the park and recreation space, on the Site, created or improved pursuant to this agreement. Developer may not be responsible for the operation of activities with the park and recreation space, on Site, created or improved pursuant to this agreement and; Stakeholders may be responsible for the operation of activities within the park and recreation space, on Site, created pursuant to this agreement. Stakeholders shall maintain and hold all responsibility for the activities operated by said Stakeholder. Park and recreation spaces shall be created or improved in a manner such that the owner of the Site shall own, operate, and maintain such facilities. Recreation spaces created pursuant to this Section should to the extent appropriate provide opportunities for physical recreation appropriate for all ages and physical ability levels.

2. Timeline. The park and recreation spaces created or improved pursuant to this agreement shall be concurrent with the development of the site.

C. **OPEN SPACE COMPONENTS OF DEVELOPMENT.**

1. Street-level park. The Project will include a street-level park located along Idaho Street, across from the CCMRD existing facility and will be open to the public.

2. Other public spaces. The Project will include several publicly accessible open spaces, such as plazas, walkways, lawns, landscape, and grand stair

3.0 TRANSPORTATION IMPROVEMENTS

A. **PURPOSE** Transportation Improvements will provide enhanced safety to neighbors and pedestrians to and from the Site. Concerted and coordinated effort on the part of the City and the Developer shall be made to ensure acceptable traffic flow, parking, and pedestrian flow to and from the Site.

B. **REQUIRED** Improvements to the streets into and around the Site must be widened to current City of Idaho Springs Standards and Specification for Design and Construction. The widening of Miner Street will happen to the south and therefore will require a great deal of fill and a retaining wall to make it level. Idaho Street will widen to the south as well, requiring demolition and possible mitigation of the existing bus barn in order to provide suitable construction access and the final road placement. The Developer will be responsible for the design and construction of transportation improvements and the City's Building and Engineering Divisions will review the design. These streets must be completed in tandem with the design and construction of the Project due to the complication the existing grades place on construction.

C. **IMPACT FEES** Per Sec. 21-76 Development Impact Fees of the Idaho Springs Municipal Code: "The City may establish fees to be imposed upon development projects for the purpose of mitigating the impact that the development projects have upon the City's ability to provide specified public facilities. Monies collected shall be utilized to pay for growth-related improvements, facilities and equipment in the general functional area of parks, fire, police, municipal facilities, recreation, transportation, and storm water management. Operation, maintenance or replacement costs are specifically excluded from eligibility for these funds."
The City of Idaho Springs may only use Impact Fees to offset the financial impact new development places on the transportation needs, such as roads, of the City. City Impact Fees for the Project are documented to equal five thousand dollars per unit.

D. **FEE OFFSET** The City shall grant a Fee Offset for qualifying improvements that are required to be made and paid for by a developer as a condition of development approval. A Fee Offset is when part of a fee is paid through a different or previous method.

1. Offsets shall be allowable and payable only to offset impact fees otherwise due for the same category of improvements. Offsets shall not result in reimbursement from the City or constitute a credit against future fees, and shall not constitute a liability of the City for any deficiency in the offset.

2. Offsets shall be given only for the value of any construction of improvements or contribution or dedication of land or money by a developer or his predecessors in title or interest for qualifying improvements of the same category for which the impact fee was imposed.

3.The Developer shall be responsible for providing and paying for land and improvements, construction cost figures, and documentation of all contributions and dedications necessary to the computation of the offset claimed.

4. The right to claim offsets shall run with the land and may be claimed only by owners of the property within the Site.

4.0 LOCAL HOUSING GOAL

A. **PURPOSE** The Developer shall make all reasonable efforts to maximize the number of local persons, working in Idaho Springs and Clear Creek County, being housed by the Project.
The Developer and the Stakeholders agree:

1. Achievement of Local Housing Goal. For purposes of determining if a potential resident qualifies for local housing in the Project, the following shall be considered:

a. potential resident has a current position or notice of hire from an Approved Employer; or

b. potential resident can show they have resided in Clear Creek County for more than 1 year.

2. Developer Compliance If Goal Not Met. Whether or not the Local Housing Goal is being met, the Developer shall be considered to be in compliance with this Section if the Developer has, in a good faith effort, leased residential units to local workers per the considerations noted in this section on a first come first serve basis.

1 VICINITY MAP
NOT TO SCALE

5.0 ATTAINABLE HOUSING

A. **PURPOSE**. Developer shall provide approximately 100 housing units as part of the Project. The goal is to create a development to address the need of workforce housing; i.e. the project will include rental units for middle-income earners of Idaho Springs and Clear Creek County as set forth in this Section.

B. **DEVELOPER ATTAINABLE HOUSING PROGRAM.** To further its connection to the surrounding neighborhoods, the Developer proposes to work with community-based workforce for as much as possible in construction of its plan.

1. Percentage Attainable Units. The Developer shall develop or cause to be developed attainable housing equal to 100% of the units constructed within the Project, as may be adjusted by the Final Development Plan for the Project, through joint efforts with community-based organizations and Stakeholders. The Developer intends to include between 110 and 120 units, or between 140 and 164 bedrooms total, in the Project. Four (4) units, or between 8 and 16 bedrooms, shall be Educator Housing for first right of refusal from Clear Creek School District staff, then priority shall be given to local public safety employees and local first responders to include law enforcement agents, fire fighters, and emergency medical personnel.

2. Income Targeting The distribution of attainable bedrooms shall be as follows:

a. Targeting individuals earning 80% to 150% of Area Median Income ("AMI");

b. Educator Housing to individuals earning the salary of a first year BA/BS teacher listed on the Clear Creek School District's Salary Schedule.

C. **COOPERATIVE DEVELOPMENT WITH COMMUNITY BASED ORGANIZATIONS**

1. Purpose. To develop and maintain attainable housing rates for the workers in Idaho Springs and Clear Creek County.

SHEET NOTES:

STREET ALIGNMENTS SHOWN ARE CONCEPTUAL. STREET ALIGNMENTS SHALL BE DETERMINED AT THE TIME OF THE APPROVED FINAL DEVELOPMENT PLAN.

APPLICABILITY STATEMENT: EXCEPT AS EXPRESSLY PROVIDED WITHIN THIS OFFICIAL PLANNED DEVELOPMENT, DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO THE CITY OF IDAHO SPRINGS LAND DEVELOPMENT REGULATIONS IN EFFECT AT THE TIME OF THE BUILDING PERMIT APPLICATIONS.

STANDARD FLEXIBLY STATEMENT: THE GRAPHIC DRAWINGS CONTAINED IN THIS OFFICIAL PLANNED DEVELOPMENT ARE INTENDED TO DEPICT GENERAL LOCATIONS AND ILLUSTRATE CONCEPTS OF THE TEXTURAL PROVISIONS OF THE OFFICIAL PLANNED DEVELOPMENT. DURING THE FINAL DEVELOPMENT PLAN PROCESS THE CITY ADMINISTRATOR MAY ALLOW MINOR VARIATIONS FOR THE PURPOSE OF ESTABLISHING:

A. FINAL ROAD ALIGNMENT
B. FINAL CONFIGURATION OF LOT AND TRACT SIZES AND SHAPES
C. FINAL BUILDING ENVELOPES AND SPECIFIC LOCATIONS
D. FINAL ACCESS AND PARKING LOCATIONS
E. FINAL LANDSCAPING DESIGN AND LOCATION

ROAD NAMES (IF REQUIRED), PEDESTRIAN WAYS AND CORRIDORS INTERNAL TO THE DEVELOPMENT SHALL BE DETERMINED ON APPROVAL OF THE FINAL DEVELOPMENT PLAN.

APPLICANT: FOUR POINTS FUNDING
250 FILLMORE STREET, UNIT #225
DENVER, CO 80206
CONTACT: STEPHANIE COPELAND
PHONE NUMBER: 303.522.6655

ZONING: PLANNED DEVELOPMENT
COMPREHENSIVE PLAN: C-2, COMMERCIAL 2

EXISTING PARCEL AND PROPOSED RIGHT OF WAY DEDICATION(S) AND VACATION(S)
GROSS = 3.31 ACRES (144,187 SF)

PROPOSED PARCEL SIZE:
AREA 1 = 2.75 ACRES (119,854 SF)
AREA 2 = .56 ACRES (24,333 SF)
GROSS = 3.31 ACRES (144,187 SF)

POTENTIAL EMPLOYEES: 14 FTE

EXISTING SF: APPROXIMATELY 7,020 SF
PROPOSED SF: MAXIMUM 115,000 SF

PROPOSED SF BY USE:
RESIDENTIAL GROSS SF = 103,000 SF
GENERAL RETAIL GROSS SF = 12,000 SF

MAXIMUM # OF DWELLING UNITS: 120 UNITS

DWELLING UNIT DENSITIES: 36 UNITS PER ACRES

PROPOSED PROJECT INFORMATION
MAXIMUM = 120 DWELLING UNITS; AND
MAXIMUM = 12,000 SF OF RETAIL

PROPOSED UNIT MIX:
41: STUDIO UNITS
43: 1-BEDROOM UNITS
32: 2-BEDROOM (<800 SF) UNITS
4: 4-BEDROOM UNITS

DRAWING INDEX

1 OF 6	COVER SHEET
2 OF 6	SURVEY SHEET
3 OF 6	ADDITIONAL ENTITLEMENTS
4 OF 6	REZONING PLAN
5 0F 6	SITE PLAN
6 0F 6	BUILDING HEIGHTS

SIGNATURE AND NOTARY AREA

PROPERTY OWNER:
CLEAR CREEK SCHOOL DISTRICT

____
KAREN QUANBECK - SUPERINTENDENT

____
DATE

____
SANDI SCHUESSLER - BOARD PRESIDENT

____
DATE

THIS PLANNED DEVELOPMENT, TITLES BLOCK 57 MIXED-USE DEVELOPMENT, WAS ACCEPTED AND APPROVED THE ___DAY OF ________________, 2021, BY THE IDAHO SPRINGS CITY COUNCIL.

NOTARY PUBLIC

CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

________DAT OF ______________________, 2021, BY

____

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: ________________________

____
NOTARY PUBLIC

CLERK AND RECORDER:

ACCEPTED FOR FILING IN THE OFFICE OF THE CITY CLERK AND

RECORDER OF IDAHO SPRINGS, COLORADO ON THIS ______ DAY

OF ________________, 2021, AT ___________ O'CLOCK _.M.

____
IDAHO SPRINGS CLERK

____
CLEAR CREEK RECORDER

BY: _______________________
DEPUTY CLERK

PURPOSE

THE PURPOSE OF THE MIXED-USE DEVELOPMENT IS TO PROVIDE UP TO 120 MIDDLE-INCOME HOUSING UNITS TO THE RENTAL MARKET OF IDAHO SPRINGS AND ITS SURROUNDING COMMUNITIES WHILE PROVIDING A SHARED VISION AND COMMUNITY RESOURCE AS REFERENCED IN ACCOMPANYING COMMUNITY BENEFITS AGREEMENT DATED JULY 2021.

- CREATE A SAFE AND HEALTHY, THRIVING DEVELOPMENT;
- PROVIDE A STRONG COMMUNITY RESOURCE ADJACENT TO THE CLEAR CREEK METROPOLITAN RECREATION CENTER;
- DEVELOP A SENSE OF HOME TO FIT INTO THE HISTORIC FABRIC AND RECREATIONAL ASSETS OF THE CITY OF IDAHO SPRINGS AND CLEAR CREEK COUNTY.

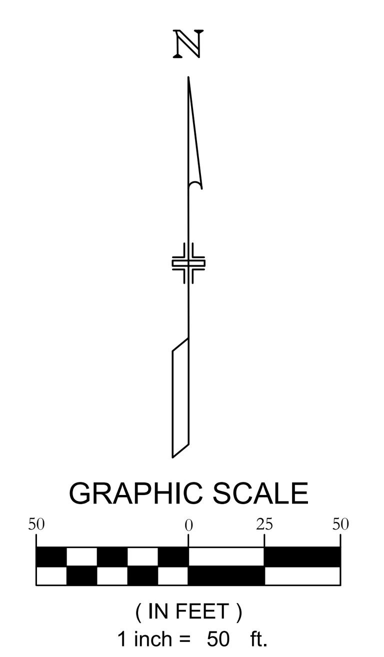
ASSOCIATED AGREEMENTS:
APPROVAL OF THIS PLANNED DEVELOPMENT IS EXPRESSLY CONDITIONED UPON THE EXECUTION AND RECORDATION OF ONE OR MORE AGREEMENTS TO ACHIEVE AND GUARANTEE NON-EXCLUSIVE, PERMANENT PUBLIC ACCESS OVER, ACROSS AND THROUGH THE PROPERTY OWNED BY THE APPLICANT OF THE FINAL DEVELOPMENT PLAN.

1. COMMUNITY BENEFITS AGREEMENT, DATED JULY 2021
2. VACATION OF A PORTION OF THE CENTRAL ALLEY AS DESCRIBED IN THIS PLANNED DEVELOPMENT.
3. VACATION OF A PORTION OF 11TH AVENUE AS DESCRIBED IN THIS PLANNED DEVELOPMENT.
4. DEDICATION OF A PORTION OF MINER STREET AS DESCRIBED IN THIS PLANNED DEVELOPMENT.
5. VACATION OF A PORTION OF IDAHO STREET AS DESCRIBED IN THIS PLANNED DEVELOPMENT.
6. DEED RESTRICTION OF A PORTION OF PARCEL A AS DESCRIBED IN THIS PLANNED DEVELOPMENT.

ALTA/NSPS LAND TITLE SURVEY

BLOCK 57, PARTS OF BLOCK 45, 55, 56, 66 AND S AND THE VACATED STREETS THEREIN, AND A PART OF THE NANCARROW PLACER M.S. NO. 1345

CITY OF IDAHO SPRINGS, COUNTY OF CLEAR CREEK, STATE OF COLORADO



Miner Street (50' R.O.W.)

8th Avenue

N09°41'19"E 30.00'
S89°39'51"E 45.49'
S78°09'51"E 66.20'
S80°18'41"E 66.00'
S75°39'51"E 229.00'
S80°18'41"E 509.00'
264.09'
S71°20'50"E 105.00'
N80°18'39"W 82.15'
N09°38'08"E 110.00'

MINER STREET
Vacated Ordinance
Book 265, Page 147

Cross hatch is City Right-of-Way

Scott A. and Sandra E. Pennell
Book 320, Page 68

Parcel G
7254 Sq.Ft.
0.17 Acres
Book 413, Page 248

Parcel F
4839 Sq. Ft.
0.11 Acres
School District No. 5
Book 259, Page 250

9th Avenue
Vacated Ordinance Book 265, Page 147

Parcel D
29050 Sq.Ft.
0.67 Acres
School District No. 5
Book 257, Page 563

10th Avenue
Vacated Ordinance Book 265, Page 147

Parcel C
8504 Sq. St.
0.20 Acres
School District No. 5
Book 259, Page 251
Book 260, Page 523

L=118.53'
R=443.37'
Δ=15°19'02"
CB=S67°18'48"E
CL=118.18'

Miner Street (50' R.O.W.)

CDOT Monument 384

Cross hatch is City Right-of-Way

CDOT I-70 ROW

N52°50'15"W 42.33'

N80°18'41"W 541.30'

Alley

S80°18'41"E 567.80'

S09°41'19"W 83.42'

Parcel E
8795 Sq. Ft.
0.20 Acres
School District No. 5
Book 257, Page 563

N68°11'17"W 104.18'
CDOT A-Line

line 10-11 Idaho Townsite
N87°31'16"W 239.77'
line 11-12 Nancarrow Placer

INTERSTATE 70

+ hatch is CDOT Right-of-Way

CDOT I-70 ROW

S68°11'17"E 194.14'
CDOT A-Line

Rule and Order Case No. 9828 Reception No. 15112

Parcel H
16,342 Sq.Ft.
0.375 Acres

Parcel I
(CDOT A-Line)

N70°17'17"W 221.04'
CDOT A-Line

N47°30'17"W 186.00'
line 9-10 Idaho Townsite
line 10-11 Nancarrow Placer

CDOT Monument 377

58.59'

Idaho Street (30' R.O.W.)

11th Avenue (40' R.O.W.)

Parcel B
18713 Sq.Ft.
0.43 Acres
School District No. 5
Book 259, Page 365

S09°41'19"W 119.98'
N09°41'19"E 119.98'

40.00'

N80°18'47"W 233.31'
CDOT A-Line

INTERSTATE 70

L=20.13'
R=492.47'
Δ=2°20'33"
CB=S71°06'08"E
CL=20.13'

L=68.79'
R=1360.50'
Δ=2°53'49"
CB=S76°00'46"E
CL=68.78'

℄ Idaho St. 30 ft wide established by Ordinance: Book 79, Page 526

south line Block 46
north line orig Block 45
south line Idaho St.

S80°18'41"E 38.67'

S80°18'41"E 136.87'

FF ELEV=7559.15
CCSD Bus Barn

Parcel A
27517 Sq.Ft.
0.63 Acres
Book 416, Page 916

134.73'

S82°40'13"W 135.19'
CDOT A-Line

S09°41'19"W 72.03'

+ hatch is CDOT Right-of-Way

12th Avenue (40' R.O.W.)

Miner Street (50' R.O.W.)

Idaho Street (30' R.O.W.)

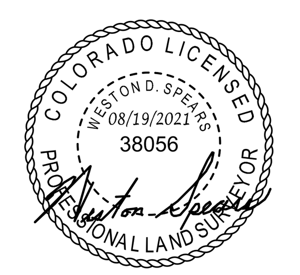
CDOT I-70 ROW

INTERSTATE 70

CDOT Monument 375

LEGEND

- ● Set No. 5 rebar with 1-1/4" diameter orange plastic cap stamped: Weston PLS 38056
- ◉ Found rebar with cap stamped: LS 16116
- ○ Found rebar with 1" green plastic cap stamped: LS 16116
- CDOT Monument type 1 monument
- ① Block Number
- 1 Lot Number
- R.O.W. Right-of-Way
- —XST— Storm Line
- Storm Manhole
- —XS— Sanitary Sewer Line
- Ⓢ Sanitary Sewer Manhole
- Water Manhole
- —XG— Gas Line
- —XW— Water Line
- —XE— Electric Line
- —XOH— Overhead Utility Lines
- —x— Fence Lines
- Water Valve
- Fire Hydrant
- Light Pole
- Power Pole



Z:_Survey_Projects\2020\20GEN70 Idaho Springs High School\Office\CAD\20GEN70 ALTA - 2.dwg August 19, 2021 - 9:19am

REVISIONS		
Date 7/22/2021	By WDS	Description UPDATED TITLE COMMITMENT
Date 8/19/2021	By WDS	Description LABELED LINE FOR PARCEL I
Date	By	Description
Date	By	Description

Field Date ______ Drawn By ______
Party Chief ______ Checked By ______
PLS WDS

TITLE: ALTA/NSPS LAND TITLE SURVEY
932 MINERS STREET AND 1120 IDAHO STREET
IDAHO SPRINGS, CO 80452
SEC 35, T3S, R73W OF THE 6TH P.M.

CLIENT: FOUR POINTS FUNDING, LLC

CLEAR CREEK SURVEYING
P.O. BOX 3184
IDAHO SPRINGS, CO 80452
(303) 681-1519

PROJECT NO.	SHEET NO.	NO. OF SHEETS
20GEN70	2	2

PLANNED DEVELOPMENT

BLOCK 57 MIXED-USE DEVELOPMENT

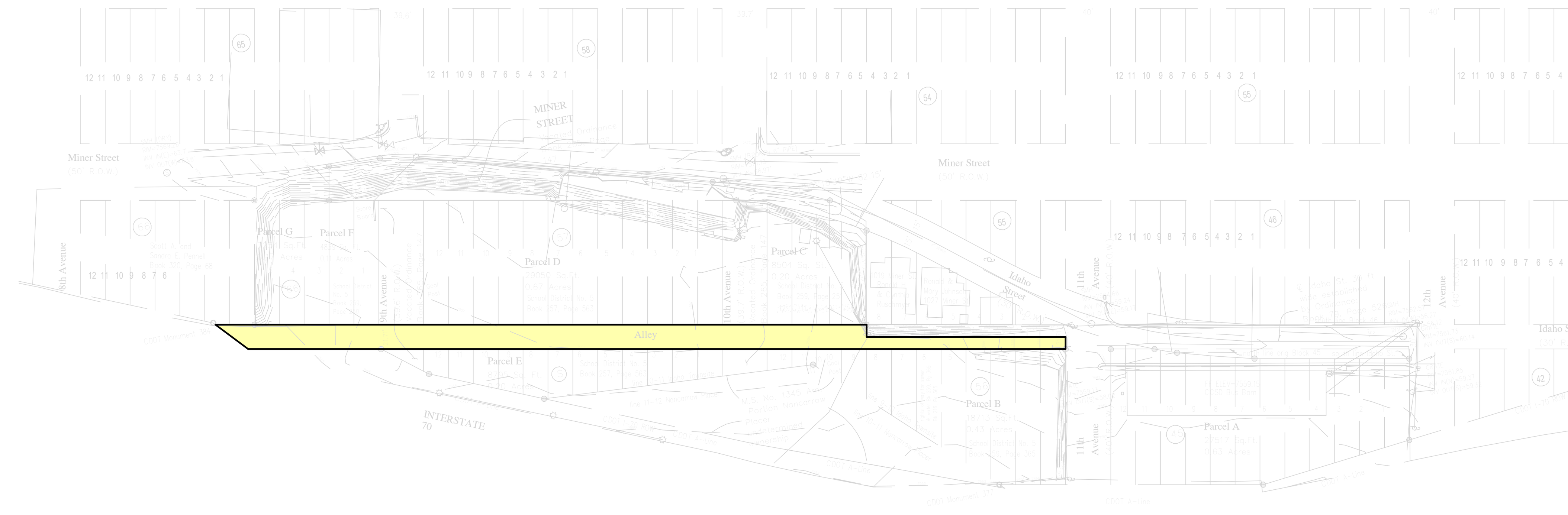
FORMER GOLDDIGGER FIELD

11TH AVENUE AND IDAHO STREET, IDAHO SPRINGS, CO 80452

OWNER:
CLEAR CREEK SCHOOL DISTRICT
PO BOX 3339
IDAHO SPRINGS, CO
80452

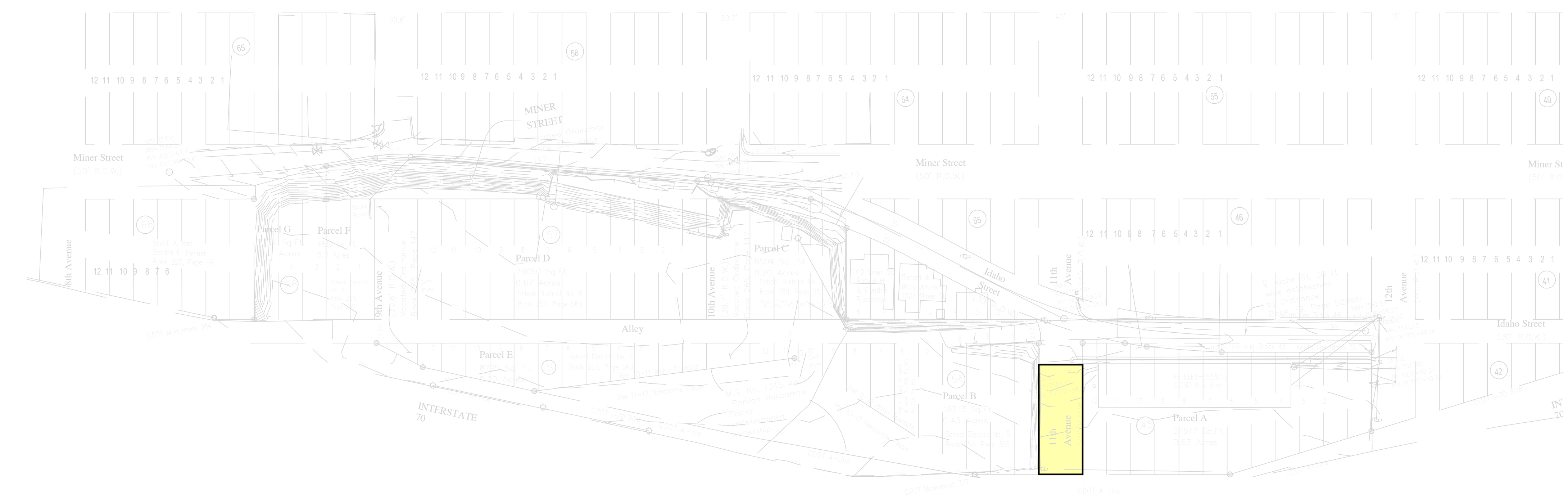
DATE ISSUED: AUGUST 18, 2021
DATE REVISED: NOV 14, 2022 "FINAL"
PREPARED BY: SPACE INC

CONTACT: CARLA POKRYWKA COLE
PHONE: 720.234.6121



1 EXHIBIT A - CENTRAL ALLEY VACATION APPROX.14,042 SF

SCALE: 1" = 100'-0"



2 EXHIBIT B - 11TH AVENUE VACATION APPROX. 4,012 SF

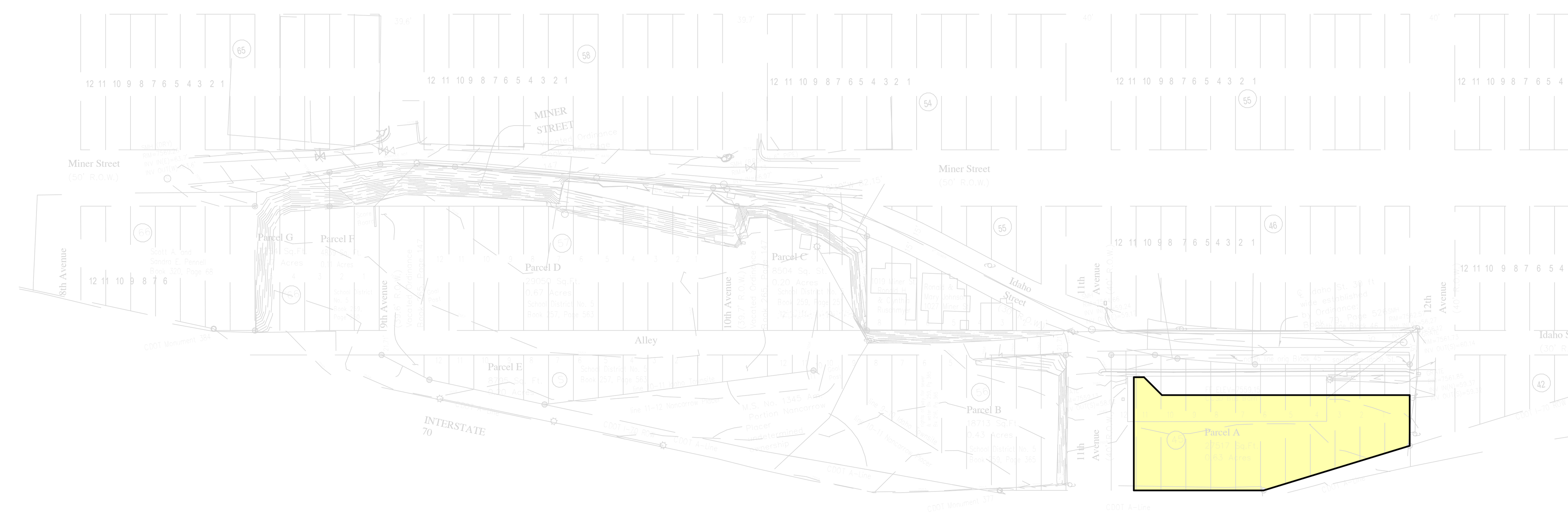
SCALE: 1" = 100'-0"

3 EXHIBIT C - MINER & IDAHO STREETS DEDICATION APPROX. 16,015 SF

SCALE: 1" = 100'-0"

4 EXHIBIT D - IDAHO STREET VACATION APPROX. 1,051 SF

SCALE: 1" = 100'-0"



5 EXHIBIT E - DEED RESTRICTION @ PARK APPROX. 18,316 SF

SCALE: 1" = 100'-0"

The following conditions of entitlement are a request for action and will run simultaneous to the Final Development Plan.

ADDITIONAL CONDITIONS OF ENTITLEMENT

WHEREAS, the City of Idaho Springs, Colorado ("CITY") recognizes the following conditions be associated with the approval of a Planned Development associated with a development on the former Golddigger Field and CCSD Bus Barn in Idaho Springs, Colorado("SITE").

WHEREAS, the CITY agrees to Vacate the Central Alley (EXHIBIT A) right of way, approximately **14,042 SF**, as a condition of an approved Final Development Plan and development of the SITE in exchange for a particular value determined in conjunction with an approved Final Development Plan.

WHEREAS, the CITY agrees to Vacate a portion of 11th Avenue (EXHIBIT B) right of way, approximately **4,012 SF**, as a condition of an approved Final Development Plan and development of the SITE in exchange for a particular value determined in conjunction with an approved Final Development Plan.

WHEREAS, the SITE Owner agrees to Dedicate approximately **8,819 SF**, a portion of previously vacated Miner Street (EXHIBIT C) back to the CITY as a condition of an approved Final Development Plan and development of the SITE.

WHEREAS, the SITE Owner agrees to widen Miner Street right of way to a width of 47 feet as noted in the underlying Planned Development, for the extent of the East/ West SITE boundary as a condition of an approved Final Development Plan and development of the SITE.

WHEREAS, the City agrees the City Engineer shall review the estimate of probable cost of the improvements, identified in an approved set of civil construction drawings, guaranteeing the actual construction and installation of such improvements and payment for such improvements within a time frame to be set by the City through an offset of the Project Impact Fee.

WHEREAS, the SITE OWNER agrees to Dedicate approximately **7,196 SF**, a portion of Idaho Street (EXHIBIT C) to the City as condition of an approved Final Development Plan and development of the SITE.

WHEREAS, the CITY agrees to Vacate approximately **1,051 SF**, a portion of Idaho Street, (EXHIBIT D) as a condition of an approved Final Development Plan for a development of the Site in exchange for a particular value determined in conjunction with an approved Final Development Plan.

WHEREAS, the SITE Owner agrees to a design, construct, and operate **18,316 SF** of Parcel A for public use in lieu of dedicated open spaces a condition of the Final Development Plan and development of the SITE.

QUANTIFIED ADDITIONAL LAND ENTITLEMENTS

OPEN SPACE

TOTAL GROSS SQUARE FOOTAGE OF AMENDED = 3.31 ACRES (144,187 SF)

SECTION 24-72 (a) DEDICATED TO CITY FOR ROW

Item	Area
REQUIRED 8% =	11,525 SF
PROPOSED 11% OF SITE	
MINER ST. ROW =	8,819 SF
IDAHO ST. ROW =	7,196 SF
TOTAL PROPOSED =	16,015 SF

SECTION 24-72 (b) PUBLIC OPEN SPACE

Item	Area
REQUIRED 10% =	14,419 SF
PROPOSED 12.7% OF SITE	
COMMUNITY PARK	18,316 SF

SECTION 21-63 OPEN SPACE (PERVIOUS)

Item	Area
REQUIRED 15% =	21,628 SF
PROPOSED 15% OF SITE	
GROUNDS @ MINER	3,000 SF
GROUNDS @ I-70	8,000 SF
MISC. LANDSCAPE	2,500 SF
EXCESS (SEC. 24-72) ABOVE	8,387 SF
TOTAL PROPOSED=	21,887 SF

APPLICANT REQUEST FOR ROW VACATION

Item	Area
PROPOSED 10.5% OF SITE	
CENTRAL ALLEY =	14,042 SF
IDAHO ST. @ MINER =	1,051 SF
PROPOSED TOTAL =	15,093 SF

CITY REQUEST FOR ROW VACATION

Item	Area
PROPOSED 2.5% OF SITE	
11TH AVENUE =	4,012 SF

PLANNED DEVELOPMENT

BLOCK 57 MIXED-USE DEVELOPMENT

FORMER GOLDDIGGER FIELD

11TH AVENUE AND IDAHO STREET, IDAHO SPRINGS, CO 80452

OWNER:
CLEAR CREEK SCHOOL DISTRICT
PO BOX 3339
IDAHO SPRINGS, CO
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DATE ISSUED: AUGUST 18, 2021
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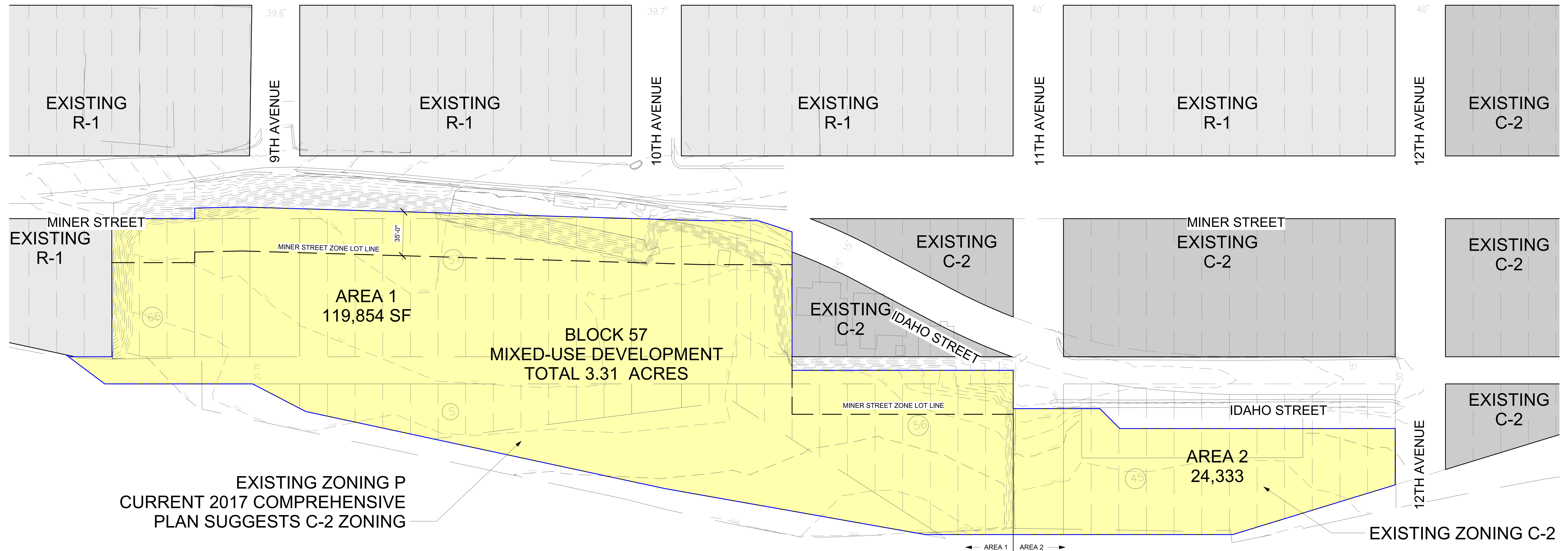

1 COIS_REZONING PLAN - GROUND LEVEL

SCALE: 1" = 40'-0"

ALLOWED USES

Use Regulations, see Development Regulations for more information per Areas: No land shall be used and no building shall be hereafter erected, converted or structurally altered, unless otherwise provided herein, except for one or more of the following uses:

a. Area 1 Mixed-Use
C-2 Commercial Uses per the City of Idaho Spring Municipal Code and:
- Pop Up kiosks, booths or trucks occupying space subject to all other applicable permits, licenses and approvals
- Home occupation subject to all other applicable permits, licenses and approvals- Live/Work Not Counted Toward Maximum Accessory Residential and Live/Work units are small-scale land uses that provide a diversity of spaces often not found in big, master-planned development projects. As these spaces often provide affordable housing or entrepreneurial work spaces for the community, the City will encourage the Property Administrator, defined as the company in charge of rental agreements and day to day property oversight, to provide these spaces by not counting the accessory residential unit toward the overall Allowable Development.

Permitted minor home occupations shall be not more than 80% of the units and include, but at not limited to the following:

- Artists and sculptors;
- Authors and composers;
- Home crafts for offsite sales;
- Office facility of minister, rabbi, or priest;
- Office facility of a salesman, sales representative, or manufacturers representative provided that no transactions are made in person on the premises;
- Professional office facilities;
- Individual tutoring;
- Preserving and home cooking for sale off site;
- Individual instrument instruction provided that no instrument is amplified;
- Dressmaking
- Upholstering
- Telephone solicitation work; and
- Family daycare home involving not more than three children.

- Maximum 120 multi-family residential units
- Lumber storage maximum 1,000 SF when associated with a retail tenant and shall be screened by an opaque fence with the minimum height of six (6) feet tall.
- Communications Towers up 60 feet or building mounted six (6) feet above lone of roof and subject to Final Development Plan review. Wireless communications facilities are subject to federal regulations.
- Roof top solar array

Automotive service stations are not allowed.

b. Area 2 - Open Space
P- Park and Recreation per the City of Idaho Spring Municipal Code and:
- Pop Up kiosks, booths or trucks occupying space subject to all other applicable permits, licenses and approvals
- Temporary sale, rental repair or inside storage of any equipment, supplies or materials related to recreational activities not including mini-storage allowed through permits, licenses, and City approvals.
- Communication Towers for 5G service or similar only and mounted to appropriate street furniture and subject to approval of Final Development Plan review. Wireless communications facilities are subject to federal regulations.

LOT SIZE

Lot Size shall comply with the C-2, Commercial 2 zoning standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

DENSITY

Density shall comply with the C2 zoning standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.

SLOPE DEVELOPMENT

Proper precautions shall be maintained where geologic hazards including rockfall, mudflow / debris flow, unstable slopes and thick deposits of potentially unstable fill in present.

ENVIRONMENTAL MITIGATION

Colorado Department of Public Health and Environment (CDPHE) in cooperation with the United States Environmental Protection Agency (USEPA) may be contacted due to the Site's proximity to mine/mill impacted creek and history of ore treatment onsite. Any fill disturbed or excavated shall be assessed and appropriately managed. The existing diesel tan located in Area 2 of the site shall be be removed.

A detailed geological report shall be provided for approval of the Final Development Plan.

BUILDING COVERAGE

Building Coverage for the purpose of this Planned Development is defined as the area covered by buildings or roofed structures over impervious cover. Eaves are not included in building coverage.

Maximum Building Coverage shall be stated by Percentage per Area.
Area 1 - 119,854 SF shall be 50% Building Coverage (59,927 SF)
Area 2 - 24,333 SF shall be 10% Building Coverage (2,4333 SF)

BUILDING HEIGHT

METHOD OF MAXIMUM HEIGHT DETERMINATION:

Building Height is measured vertically from the original adjacent grade of primary adjacent road to the top of the parapet or highest roof beam (whichever is higher) on a flat or shed roof, to the top of the parapet or deck level (whichever is higher) of a mansard roof, or the average distance between the highest ridge and its eave of a gable, hip or gambrel roof.

Structures facing Miner Street shall use Miner Street grade; and structures facing Idaho Street shall use Idaho Street grade.

MINER STREET ZONE LOT LINE

The Zone Lot Line for the purpose of this Planned Development determines the Zone Lot or basic land unit of the building site for a structure and/or site where the structure may be zoned a different Maximum Building Height. The Miner Street Zone Lot Line shall be 35' south of and parallel to the property line lines running east to west in Area 1 as outlined in this Planned Development.

MAXIMUM BUILDING HEIGHT:

No structure in Area 1 shall be more than 2-stories and 35 feet north of the Miner Street Zone Lot Line as outlined in this Planned Development; and no structure in Area 1 shall be more than 4- stories and 46 feet south of the Miner Street Zone Lot Line as outlined in this Planned Development.
No structure in Area 2 shall be more than 35 feet as outlined in this Planned Development.

EXCEPTIONS TO BUILDING HEIGHT RULES

The following non-building uses and features shall not be subject to the height limitations. Signage or features whose primary use is signage is not included as an exception to height rules. These items shall be reviewed as part of the building elevations associated with the Final Development Plan(s) approval.
- Roof top gardens
- Solar Collectors that do not exceed one (1) foot of separation from the roof
- Other incidental, screened non-occupied roof-top structures, (e.g., HVAC, antenna, communication towers/antenna, etc.) roofing and architectural embellishments approved at the time of the associated Final Development Plan.

DESIGN STANDARDS

BUILDING MATERIAL AND COLORS

A. Building materials shall be complementary and reminiscent of the historical context of the Victorian Industrial Age architecture in the project vicinity.
B. Buildings shall provide greater visual and textural interest at the street level and areas that are highly visible to the public. This shall be achieved by 20% or more of the street level elevation along Miner Street and Idaho Street including transparency or deck or patio elements and architectural detailing appropriate for multi-family residential structures.
C. Buildings will be complimentary in color to historic Victorian architecture and the Victorian Industrial Age. Colors may contrast in a complementing fashion to the nearby recreation center.
D. Highly reflective glass shall not be used to avoid reflected glare onto the public realm and reflecting south towards the I-70 corridor

BUILDING MASSING AND ARTICULATION

A. The Development shall comply with the architectural standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted
B. Building massing shall be complementary and reminiscent of the historical context of the Victorian Industrial Age architecture and historic mining heritage in the project vicinity.
C. The maximum length of any multi-family residential building shall not exceed two hundred and ten (210') feet.
D. Unbroken wall and roof plane surfaces of fifty (50) feet or more shall include recesses, projections, shadow lines, and/or reveals applied consistently along each facade.

PLANNED DEVELOPMENT

BLOCK 57 MIXED-USE DEVELOPMENT

FORMER GOLDDIGGER FIELD

11TH AVENUE AND IDAHO STREET, IDAHO SPRINGS, CO 80452

OWNER:
CLEAR CREEK SCHOOL DISTRICT
PO BOX 3339
IDAHO SPRINGS, CO
80452

DATE ISSUED: AUGUST 18, 2021
DATE REVISED: NOV 14, 2022 "FINAL"
PREPARED BY: SPACE INC

CONTACT: CARLA POKRYWKA COLE
PHONE: 720.234.6121

KEY PLAN

SHEET NOTES:
1. SITE PLAN IS PRELIMINARY. FINAL SITE PLAN UPON APPROVAL OF FINAL DEVELOPMENT PLAN

MINER STREET
9TH AVENUE
10TH AVENUE
11TH AVENUE
12TH AVENUE
IDAHO STREET
NEW SEWER WEST OF 9TH AVE
FDP TO CONFIRM LOCATION OF RIGHT OF WAY NEW SIDEWALK AND CURB ALONG MINER STREET AT LOTS 1-6 IN BLOCK 65
PARALLEL PARKING AT SOUTH SIDE OF MINER INCLUDED IN PLANNED DEVELOPMENT REQUIRED PARKING
PARALLEL PARKING AT NORTH SIDE OF MINER INCLUDED IN REDEVELOPED MINER STEER RIGHT OF WAY
NEW SIDEWALK
EXISTING SIDEWALK
LINE AT EXISTING RETAINING
NEW SIDEWALK
NEW MULTI-GRADE OPEN SPACE (GRAND STAIR)
50'-0" MAX.
0" LOT LINE SETBACK
SITE ACCESS
7'-0" OFFSET
20'-0" SETBACK
24'-0" MIN.
12'-0" SETBACK MIN. OF 20%
MINER STREET ZONE LOT LINE
BLDG. 1
BLDG. 2
200'-5 1/2"
205'-2"
541'-3 1/2"
20% = 108.25'
AREA 1
52'-0" MIN. TO LINE OF PROPOSED SETBACK
5'-0" SETBACK
12'-0" SETBACK MIN. OF 20%
LINE OF EXISTING FENCE
34'-4 1/2" EXISTING
20'-0" SETBACK
NEW RETAINING WALL
PARKING AT SOUTH SIDE OF IDAHO STREET TO MEET PLANNED DEVELOPMENT REQUIREMENTS
LINE OF ADJACENT RETAINING WALL, TO REMAIN AT ADJACENT PROPERTY
NEW PROPERTY LINE SHOWN AT CENTERLINE OF CENTER ALLEY
PARKING TO MEET DEVELOPMENT REQUIREMENTS
SITE ACCESS
20'-0" SETBACK
MINER STREET ZONE LOT LINE
20'-0" SETBACK
2'-0" OFFSET
24'-0" MIN.
PARKING TO MEET DEVELOPMENT REQUIREMENTS
BLDG. 3
AREA 2
10'-0" SETBACK
20'-0" SETBACK
44'-10 1/2"
20'-0" SETBACK
MAX. 12'-0" ENCROACHMENT
20'-0" SETBACK
180'-0"
AREA 1 AREA 2
CDOT PROPOSED PEDESTRIAN BRIDGE ACROSS HIGHWAY
1055'-9"
ENCROACHMENT ALLOWED 25% = 274'
NORTH

1 A2 COIS_STREET LEVEL-SETBACKS

SCALE: 1" = 40'-0"

PROPOSED BUILDING SETBACK

AREA 1	FRONTAGE	SIDE
MINER STREET	5' and Min of 20% @ 12'	20'

(5 foot setback with an additional setback of 7 feet for 20% of the combined Miner St. street frontage of the parcel.)

1-70	20' and Up to 25%, 12' Encroachment	20'

(Allowable Encroachment of principle structure at 12 feet up to 25% of the combined 1-70 frontage of the parcel .)

IDAHO STREET	10'	20'
CENTRAL ALLEY	20'	0'

PROPOSED SETBACK ENCROACHMENTS ALLOWED

Per Article IV 21-63 cornices, eaves gutters and rook overhang encroachment 5 feet into rear and front setbacks and 5 feet or 1/2 the side setback , whichever is less.. Unwalled porches, shading devices, terraces, balconies and outside stairs may encroach 5' into setback(s). Gas, electric and transformers may project 18" into setback(s). Additionally;

A. Walkways, parking lots, railings and other minor structural elements less than 30 inches in height; and fences six (6) feet in height or less; are exempt from setback requirements as long as a minimum thirty inch wide (30.) access path at the ground level is maintained for emergency purposes. For example fences may require a gate.

B. Retaining walls, rockeries, fencing and other similar landscape features are allowed within setbacks with the exception of retaining walls and fences exceeding forty-eight (48) feet may not be erected within on any part of the setback parallel to Miner Street and/or Idaho Street.

C. Monument signs may be located within setbacks at Open Spaces designated areas and are encouraged to create and support a sense of entry to the City per section 20-204.A.4 of the City of Idaho Springs Municipal Code.

D. Sound walls along the perimeter of the I-70 corridor

E. 50'-0" maximum 0" Lot Line Setback along Miner Street, south of 9th Avenue.

MEASUREMENT OF SETBACK

Setbacks are measured perpendicular from the property line to the outside wall of the foundation of a structure. All setback shall be measured from the final right-of-way.

OPEN SPACE

See Sheet 3 of 6 for detailed calculations.

All Open Space areas shown are conceptual. The allocation of Open Space will be determined at approval of the Final Development Plan, in particular the final locations, size and configurations of parks, plazas, and shall be based upon final grading and site overall site design.

PARKING REQUIREMENTS

A final traffic study assessing traffic impacts and required improvements shall be provided with the Final Development Plan. Per Article VI 21-126 of the Idaho Springs Municipal Code and parking reduction calculation Per Article V1 21-128 of the Idaho Springs Municipal Code. Parking dimensions shall meet or exceed the standards set forth by the Idaho Springs Municipal Code.

Existing parking spaces on the south side of Miner Street and Idaho Street do not count toward development requirements and must be replaced if reconfigured.

The Idaho Springs Municipal Code allows for a 1.2 factor reduction in parking for a mixed-use Retail and Multi-Family Dwelling development. The Project shall to the best ability provide additional parking spaces to further accommodate shared parking for Clear Creek Metropolitan District and the Project at large. An example of the minimum parking that would be required if the site was built to the fullest allowable amount stated in the PD is as follows:

41 STUDIO UNITS = 51 SPACES AT 1.25 PER UNIT
43 ONE-BEDROOM UNITS = 65 SPACES AT 1.5 PER UNIT
32 TWO-BEDROOM UNITS = 48 SPACES AT 1.5 PER UNIT LESS THAN 800 SF
4 FOUR-BEDROOM UNITS = 10 SPACES AT 2.5 SPACES PER UNIT
12,000 SQUARE FEET OF COMMERCIAL = 48 SPACES AT 1 SPACE PER 250 SF

SUBTOTAL =	222 SPACES
1.1 FACTOR REDUCTION=	-22 SPACES
EXISTING SPACE TO BE REPLACED =	+13 SPACES
NET TOTAL SPACES FOR THIS EXAMPLE =	213 SPACES

LOADING SPACES not required per Article V1 21-130 of the local Municipal Code. Commercial Uses between 5000 - 12,000 square feet, when abutting Miner Street, Idaho Street, or 11th Avenue, shall provide a minimum of one (1) off-street loading space. One (1) additional loading space per 120 Dwelling Units shall be provided.

REQUIRED PARKING SPACES PER PROPOSED PLANNED DEVELOPMENT:

	PARKING	LOADING
REQUIRED	200 SPACES	2 SPACES
PROVIDED	200 SPACES*	2 SPACES*

*Final parking count shall be determined, using the measurements above, based on the final provided unit count at time of the Final Development Plan.

LOCATION OF PARKING:

Required parking spaces may be located within allowed setbacks and on the south side of the right of ways at Miner Street, Idaho Street and 11th Avenue where they abut the Property.

BICYCLE PARKING:

Parking for bicycles are required at a minimum of 1 space per 10 vehicle parking spaces.

SNOW STORAGE

Snow Storage for the purpose of this Planned Development is defined as 20% of impervious area. Designated snow storage shall be per approved Final Development Plan.

SITE DESIGN:

A. Site design shall conform with the landscaping standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.
B. Access to and from the I-70 pedestrian bridge trail shall be maintained per the associated Development Agreement.
C. Direct connection from Miner Street sidewalk to some portion of unit entryways are strongly encouraged.
D. Service areas shall be consolidated where practical.
E. Waste enclosures shall be lidded to reduce their presence from above and reduce wildlife access.
F. Minimize the presence of service and waste enclosures to the pedestrian and Public Spaces.
G. Use visually interesting walls to enclose and screen waste facilities.
H. Provide frequent, convenient, and identifiable pedestrian physical connections from surface lots to surrounding buildings and public space.
I. Provide parking for bicycles.
J. Provide Community Space that is multifunctional, optimizing the benefits and activities for all members and users in the neighborhood.

SIGNAGE

A. Signage shall comply with the signage standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.
B. Retail area identification signs shall be designed with similar materials and architectural character as the buildings within the retail area so as to provide a cohesive appearance.
C. Masonry, and/or landscaping should be incorporated into the design to create visual interest.
D. The maximum sign area for each retail area identification sign shall be 200 sq. feet, 100 sq. feet per side.
E. Internally illuminated channel letters and/or cabinet signage shall not be allowed.

LANDSCAPING

A. Landscaping shall comply with the landscaping standards set forth in the City of Idaho Springs Development Regulations, unless otherwise noted.
B. An approved landscape plan shall be approved at the Final Development approval.
C. Perimeter landscaping is required.
D. The minimum width of all landscape areas is two (2) feet.
E. Landscaping adjacent to parking spaces must include a low growing plant palette with a variety of textures, such as, but not limited to, low grasses, groundcovers and perennials; and
F. Landscape islands at parking stalls shall be a minimum length of the adjacent parking space, tandem length at tandem stalls, and a minimum of seven feet wide back of curb to back of curb; and
G. Landscape shall include trees, bushes, grass or rock gardens. One tree is required per landscape island, two trees if adjacent to tandem spaces; and
H. Minimum landscape at parking stalls shall equal 4 square feet to every stall. Example 200 stalls = a total of 800 square feet. Such landscaping may be located in planter islands or in landscape beds that intrude into the parking lot from the perimeter;
I. A landscape area shall be provided at the end of parking aisles; and
J. Xeriscaping is allowed in all landscaping scenarios.
K. Opaque landscape fencing shall be provided at the east and west ends property boarder to provide screening to neighboring parcels.

LIGHTING

A. Care will be taken to address dark sky concerns throughout the Development. Utility lights shall be no brighter than necessary and shall be downcast and fully shielded. Light shall not sill beyond the horizontal plane.
B. Light spill shall not exceed .06 foot candles from the property line and .03 adjacent to residential not part of this PD.
C. Lighting for special engagements and limited art installations shall not be subject to restrictions in this Plan Development.
D. Maximum light pole height shall be 25 feet.

PLANNED DEVELOPMENT
BLOCK 57 MIXED-USE DEVELOPMENT
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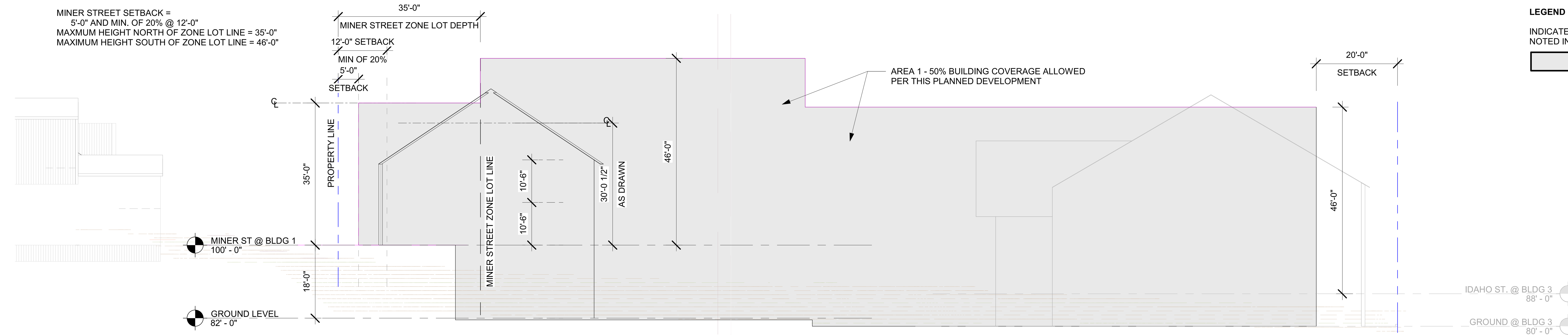
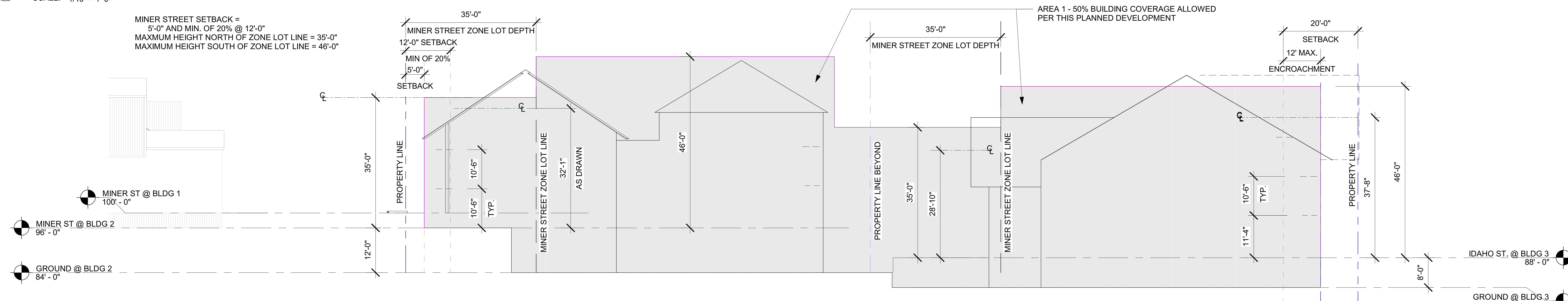
LEGEND

INDICATES MAXIMUM BUILDING HEIGHTS AS NOTED IN THIS PLANNED DEVELOPMENT



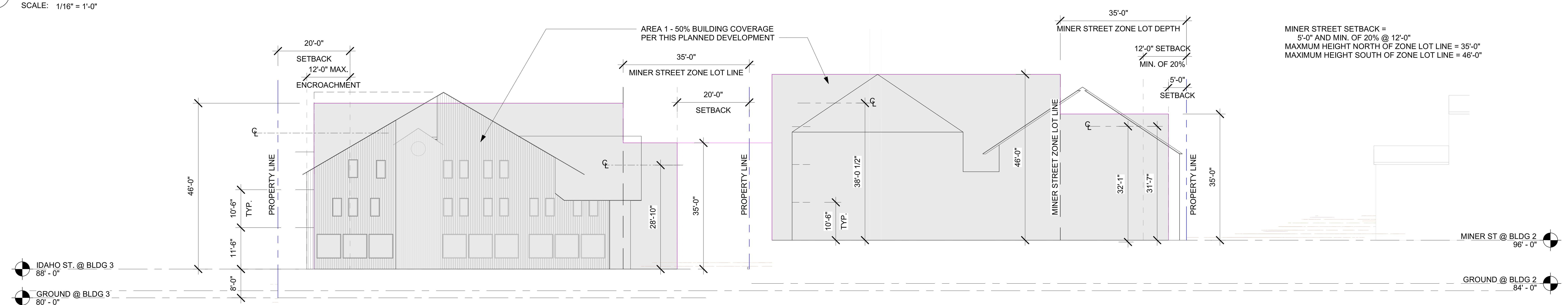
1 BLDG 1 CROSS SECTION

SCALE: 1/16" = 1'-0"



2 BLDG 2 & 3 CROSS SECTION

SCALE: 1/16" = 1'-0"



3 BLDG 3 & 2 ELEVATION

SCALE: 1/16" = 1'-0"

BUILDING HEIGHTS
6 0F 6

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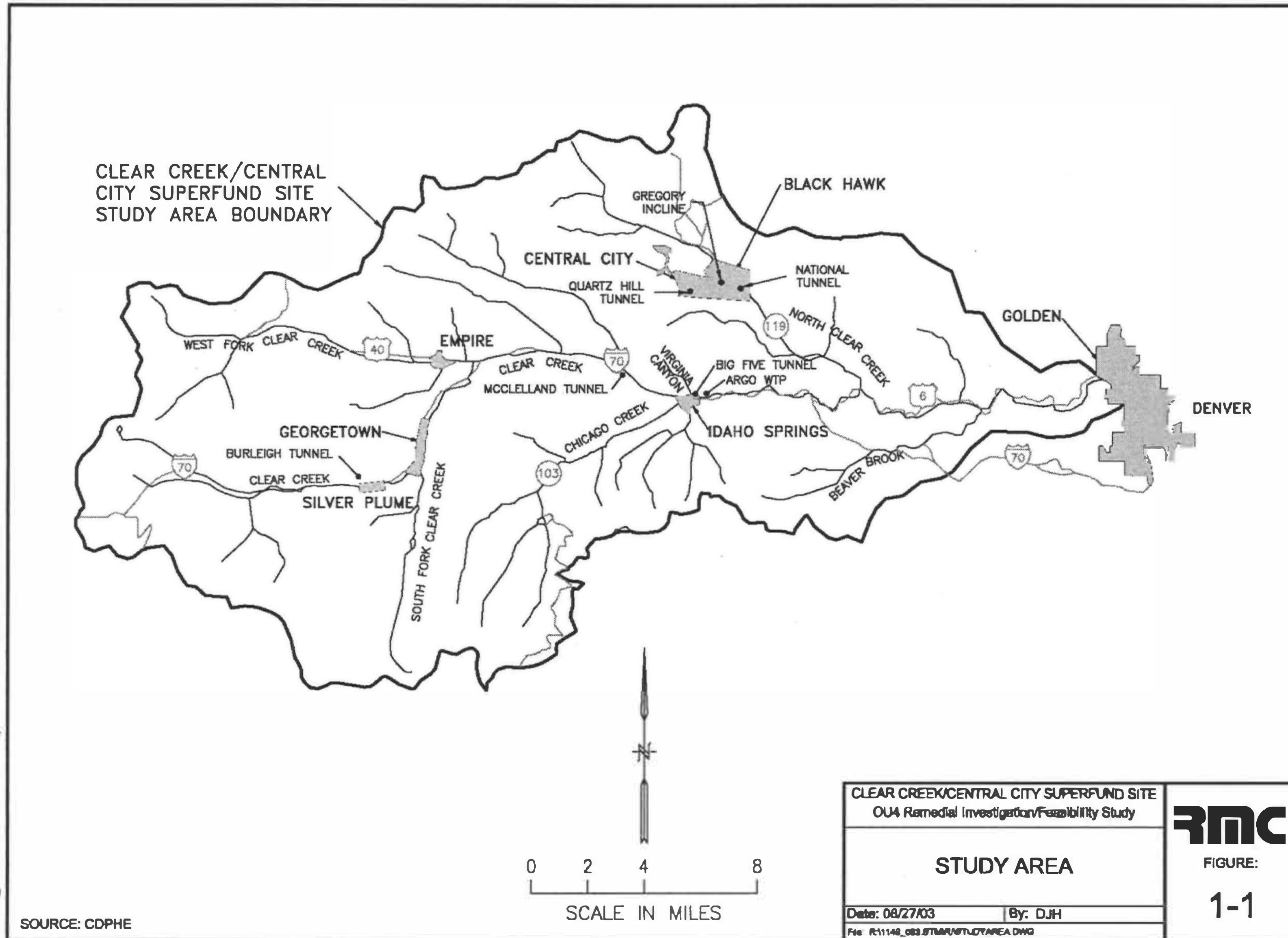
Appendix D



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