

FIRST AMENDMENT TO PARKING AGREEMENT
(Lots 1B and 2, Kay PUD)

This Agreement is made this ____ day of _____, 2016, by and between the ROARING FORK TRANSPORTATION AUTHORITY (“RFTA”) whose address is _____ and MJMD, LLC, a Colorado limited liability company whose address is 124 East Homestead Drive, P.O. Box 3587, Basalt, CO 81621.

WHEREAS, RFTA is the owner of Lot 1B as depicted on the Amended Final Plat, Lots 1 and 2 Kay Planned Unit Development, Phase 1, a copy of which was recorded February 24, 2005, as Reception No. 669148 (the “Plat”); and

WHEREAS, MJMD is the owner of Lot 2 as depicted on the Plat; and

WHEREAS, the predecessor-owners of the parties previously entered into a Parking Agreement dated November 21, 2007, which the parties now desire to clarify and amend as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated by reference herein as affirmative acknowledgments and representations of the parties.
2. Effect on Prior Agreement. The Parking Agreement dated November 21, 2007 (“Prior Agreement”), remains in effect except only as expressly clarified and modified herein. In the event of any conflict, this Agreement shall control. Exhibit AA to this Agreement shall be deemed to supersede and replace any other version of “Exhibit A” as referenced in the Prior Agreement.
3. Lot 1B Parking License. RFTA shall have a license to construct, use, maintain, repair and replace, in its sole discretion, twenty-three (23) parking spaces on Lot 2 for the purpose of serving RFTA’s park-and-ride facility on Lot 1B, which shall be available for exclusive use by RFTA’s customers. MJMD consents to construction of the parking spaces serving Lot 1B as depicted on the plan attached hereto and made a part hereof as Exhibit AA. To the extent, if any, that any approvals or modifications from the Town of Carbondale or other private or public entities are necessary to authorize construction of the improvements shown on Exhibit AA or provided by this Agreement, RFTA shall be solely responsible to process and obtain any such authorizations at its cost. MJMD will cooperate in good faith with such process if necessary.
4. Lot 2 Retained Rights. MJMD shall retain the right to utilize the entirety of Lot 2 for any lawful purpose, subject to RFTA’s rights to the twenty-three (23) parking spaces authorized by this Agreement. Nothing herein shall obligate MJMD to construct anything on Lot. The parties agree and acknowledge that 4 additional parking spaces to serve the owner of

Lot 1A may also be constructed by RFTA on Lot 2; provided, however, nothing herein shall be interpreted to grant any rights to the owner of Lot 1A, which rights (if any) are addressed by a separate agreement. In the event that the parking configuration shown on Exhibit AA would interfere with any future development of Lot 2, then MJMD shall, upon the reasonable advice and consent of RFTA, have the right to, at its expense, to relocate some or all of RFTA's parking spaces on Lot 2, provided that RFTA shall still have at least 23 spaces with the same amenities and dimensions as provided by Exhibit B.

5. Paving and Drainage. RFTA shall pave the portions of Lot 2 as substantially shown on Exhibit B and shall direct a portion of the drainage of the paved area onto Lot 1B as shown on Exhibit B. RFTA shall grade and install road base on the emergency access easement and driveway adjacent to the Northeast corner of Lot 2 as shown on Exhibit AA. If, in the future, the unpaved portion of the said easement is required be paved by lawful direction of the Town of Carbondale in connection with LOT 2's development, then each party hereto shall be responsible to pave the portion of said easement that lies on its own side of the property line between Lot 2 and Lot 1B, but only to the extent actually required by the Town.

6. Landscaping, Irrigation and Lighting. RFTA shall install landscaping, irrigation and lighting improvements on Lot 2 as shown on Exhibits AA & B. Prior to installation, a final landscape design plan shall be provided to MJMD for review.

The landscape, irrigation and lighting improvements shall include an automatic irrigation system sufficient to water all installed landscaping, and RFTA shall be responsible to obtain, provide, and pay for all necessary water rights, tap fees, and water service fees to serve such landscaping as shown in exhibit "B" and provide and pay for the electrical service for the lighting shown on exhibit AA. For so long as RFTA retains any rights to use Lot 2 for parking or any other purpose whatsoever RFTA shall pay the water and electrical fees for the irrigation and lighting systems that are associated with the joint parking area shown in Exhibit AA. RFTA shall maintain and replace, if necessary such landscaping and irrigation until such time as MJMD or its successor obtains a certificate of occupancy for a residential or commercial building on Lot 2. RFTA shall remain responsible for all lighting costs to serve its own parking spaces.

At such time MJMD or its successor obtains a certificate of occupancy for a residential or commercial building on lot 2 then the owners of lot 2 shall assume the all of the repair and maintenance expenses related to the landscaping and irrigation as depicted in exhibit B, except that RFTA shall always maintain all portions of the irrigation system on Lot 1B.

RFTA shall continue to pay the water fees for the irrigation system and pay for the repair, maintenance and electrical bills associated with the lighting system depicted in exhibit AA, so long as RFTA retains any rights to use lot 2.

MJMD shall be free to assign its obligations to any successor owner or owners' association associated with such future building; provided that such owner or association shall be bound by the terms of this Agreement.

The expense for the installation, construction, use, maintenance, repair and replacement of any additional landscaping, irrigation and lighting required by the development of Lot 2 shall be paid by MJMD or its successors. Any damage to the landscaping, irrigation and lighting systems installed by RFTA done during the course of work executed by MJMD or its successors shall be repaired at the sole expense of MJMD or its successor.

Any new or additional lighting or irrigation required for the development of a residential or commercial building on lot 2 constructed by MJMD shall be designed and constructed with separate water taps and electrical service and shall not be connected in any way to the lighting and irrigation systems associated with the joint parking shown in exhibits AA and B.

7. Utility Improvements. RFTA shall be solely responsible at its expense to move an existing utility pedestal for telephone service utilized by Centurylink from its existing location in the emergency access easement to a point outside said easement as shown on Exhibit B. MJMD agrees to grant Centurylink an appropriate utility easement for the new location if reasonably requested, that will be addressed under a separate agreement between MJMD, or its successors and assigns, and CenturyLink, its successors and assignees.

8. Insurance. RFTA shall maintain in full force and effect liability insurance naming MJMD as an additional insured for such claims on RFTA's General Liability Insurance policy. MJMD shall maintain in full force and effect liability insurance naming RFTA as an additional insured for such claims on RFTA's General Liability Insurance policy. Each party shall deliver proof of insurance to the other party upon reasonable request.

SO AGREED as of the date first written above.

ROARING FORK TRANSPORTATION AUTHORITY

By:_____

MJMD, LLC

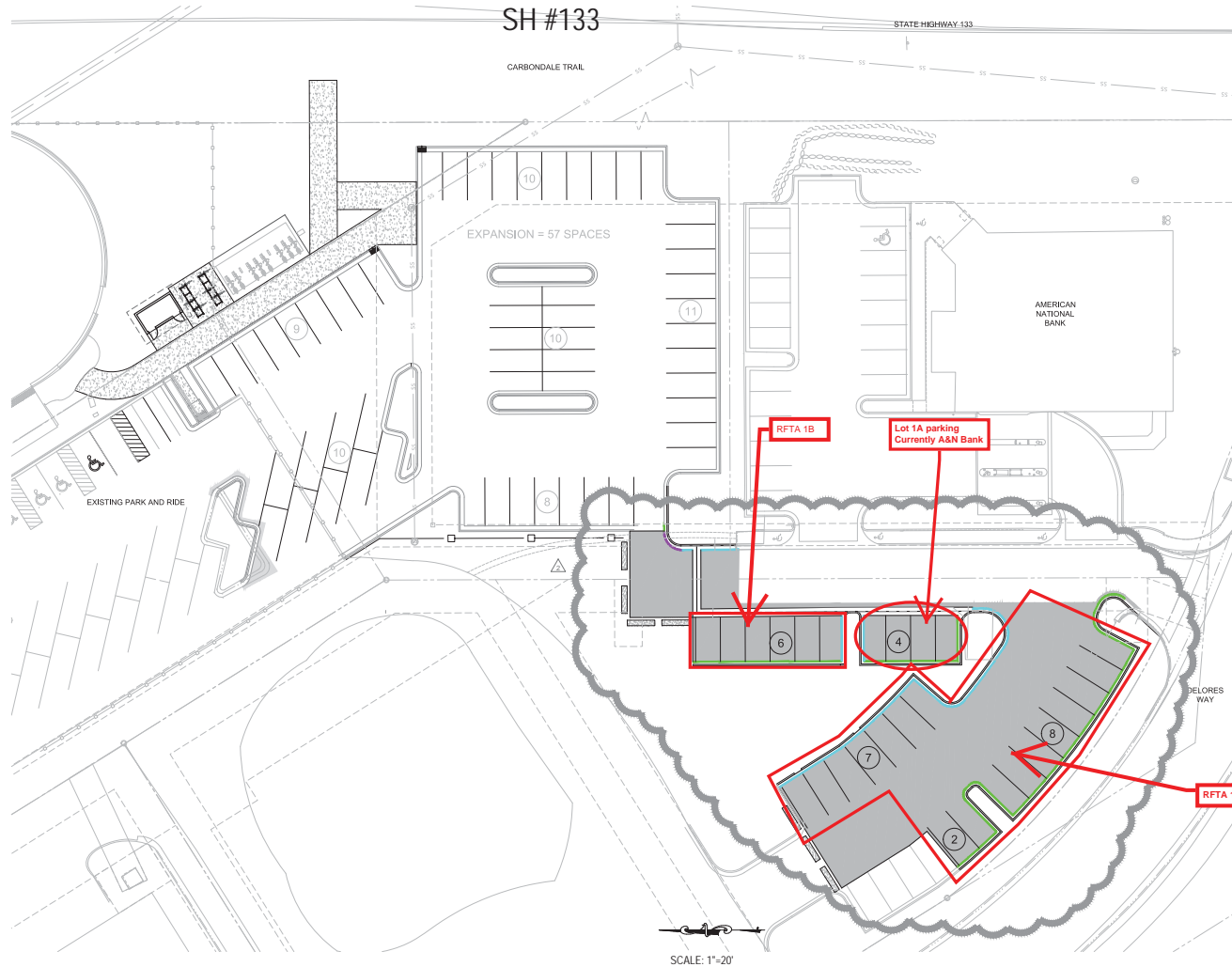
By:_____

ROARING FORK TRANSPORTATION AUTHORITY
 CARBONDALE PARK AND RIDE EXPANSION
 A PARCEL OF LAND SITUATED IN SECTION 33, TOWNSHIP 7, RANGE 88
 CARBONDALE, COLORADO, GARFIELD COUNTY

BID DOCUMENTS
 RFTA CONTRACT #15-009
 CDOT PROJECT #20828
 SH #133



VICINITY MAP
 SCALE: 1"=200'



PROPOSED LEGEND

[Symbol]	PROPOSED CONTOUR
[Symbol]	PROPOSED CONTOUR INTERVAL
[Symbol]	PROPOSED ELECTRIC
[Symbol]	PROPOSED GAS
[Symbol]	PROPOSED WATER SERVICE
[Symbol]	PROPOSED STORM SEWER
[Symbol]	PROPOSED DRAINAGE DRY-WELL
[Symbol]	PROPOSED LIGHT POLE
[Symbol]	PROPOSED SIGN
[Symbol]	PROPOSED STORM INLET
[Symbol]	PROPOSED ASPHALT
[Symbol]	PROPOSED CONCRETE

EXISTING LEGEND

[Symbol]	EXISTING CONTOUR
[Symbol]	EXISTING CONTOUR INTERVAL
[Symbol]	EXISTING WATER MAIN
[Symbol]	EXISTING SANITARY SEWER MAIN
[Symbol]	EXISTING ETC COMMON TRENCH
[Symbol]	EXISTING TELEPHONE
[Symbol]	EXISTING ELECTRIC
[Symbol]	EXISTING OVERHEAD ELECTRIC
[Symbol]	EXISTING CABLE
[Symbol]	EXISTING GAS
[Symbol]	EXISTING FIBER OPTIC
[Symbol]	EXISTING EASEMENT
[Symbol]	EXISTING PROPERTY LINE
[Symbol]	EXISTING SETBACK
[Symbol]	EXISTING WOOD FENCE
[Symbol]	EXISTING SEWER MANHOLE
[Symbol]	EXISTING GUY WIRE
[Symbol]	EXISTING POWER POLE
[Symbol]	EXISTING FIRE HYDRANT
[Symbol]	EXISTING WATER VALVE
[Symbol]	EXISTING CURB STOP
[Symbol]	EXISTING TELEPHONE PEDESTAL
[Symbol]	EXISTING LIGHT POLE
[Symbol]	EXISTING SIGN

CIVIL PLAN INDEX

C1.0	TITLE SHEET
C1.1	CDOT M&S STANDARD PLAN CHECKLIST & NOTES
C2.0	EXISTING CONDITIONS/REMOVAL PLAN
C2.1	EXISTING CONDITIONS/ADDITIONAL PARKING
C3.0	SITE PLAN
C3.1	HORIZONTAL LAYOUT PLAN
C3.2	STRIPING AND SIGNAGE PLAN
C3.3	SITE PLAN/ADDITIONAL PARKING
C3.4	HORIZONTAL LAYOUT PLAN/ADDITIONAL PARKING
C4.0	UTILITY PLAN
C5.0	GRADING PLAN
C5.1	GRADING PLAN/ADDITIONAL PARKING
C6.0	STORM WATER MANAGEMENT PLAN
C7.0	DETAILS

STRUCTURAL PLAN INDEX

S1.0	GENERAL STRUCTURAL NOTES
S1.1	FOUNDATION PLAN AND DETAILS

LANDSCAPE PLAN INDEX





L001	NOTES
L002	NOTES
L400a	PLANTING PLAN
L400b	PLANTING SCHEDULE
L500	IRRIGATION CONCEPT
L800	DETAILS

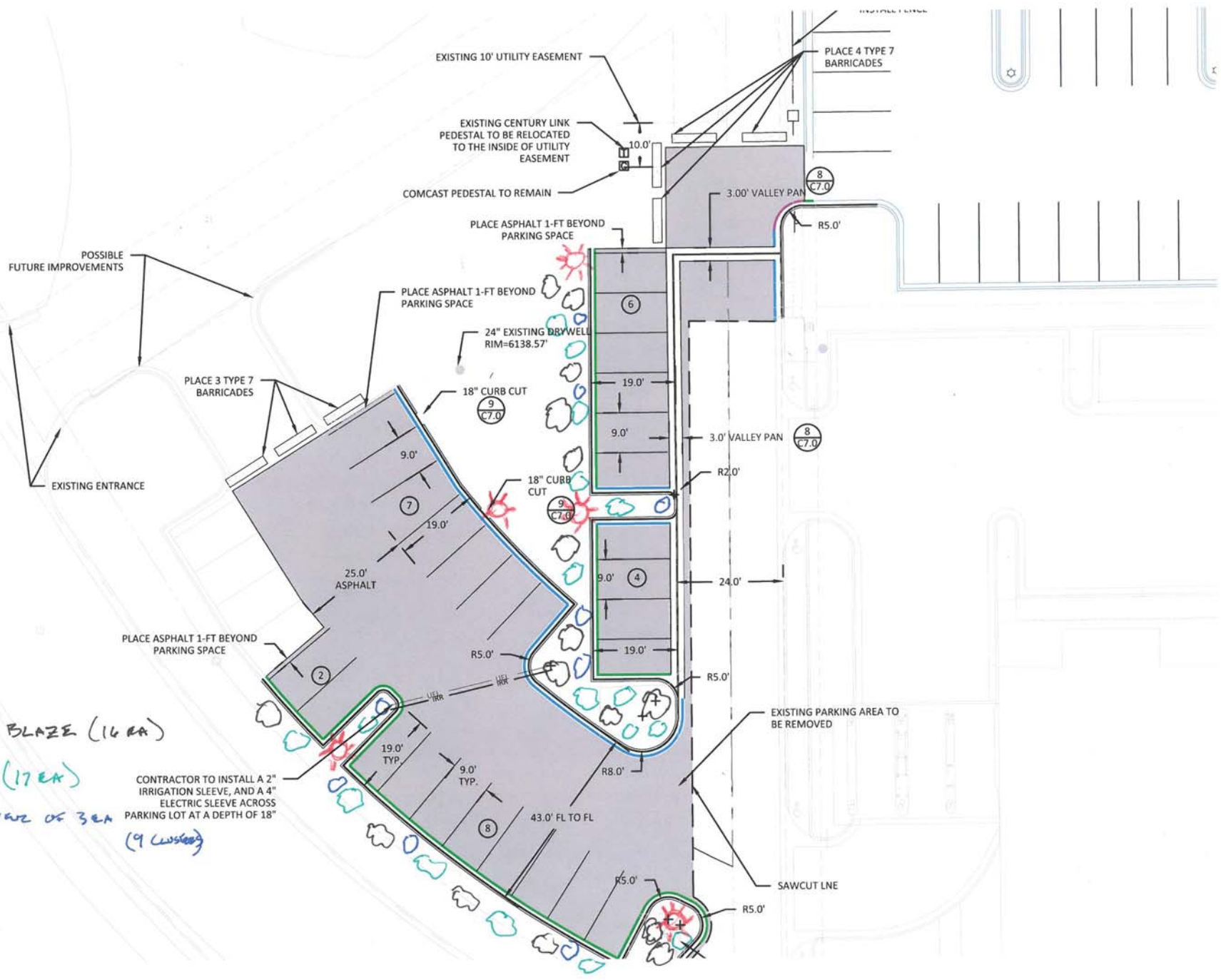
LIGHTING PLAN INDEX

1	LIGHTING LEGEND
2	LIGHTING PLAN
3	LIGHTING CALCULATIONS

		DATE	
		INITIALS	
DESIGNED BY		DATE	
DRAWN BY		DATE	
CHECKED BY		DATE	
S O P R I S E ENGINEERING, LLC. CIVIL CONSULTANTS 802 MAIN STREET CARBONDALE, CO 81623 (970) 764-0311 FAX: (970) 764-0313			
NO.	REVISION	DATE	
1	ADDED 1/1 ADDITIONAL HANDICAP ACCESS RAMP	7/26/15	
2	ADDITIONAL SOUTH PARKING	8/10/15	
CARBONDALE PARK & RIDE EXPANSION TOWN OF CARBONDALE, COLORADO TITLE SHEET BID DOCUMENTS			
DATE:	03-02-2015		
JOB NO.	14023		
SHEET	C1.0		

Exhibit B

-  - LIGHT
 -  - MAPLE, AUTUMN BLAZE (16 EA)
 -  - RUSSIAN SAGE (17 EA)
 -  - DAYLILIES, CLUSTER OF 3 EA (9 Clusters)
- CONTRACTOR TO INSTALL A 2" IRRIGATION SLEEVE, AND A 4" ELECTRIC SLEEVE ACROSS PARKING LOT AT A DEPTH OF 18"



POSSIBLE FUTURE IMPROVEMENTS

EXISTING ENTRANCE

EXISTING 10' UTILITY EASEMENT

EXISTING CENTURY LINK PEDESTAL TO BE RELOCATED TO THE INSIDE OF UTILITY EASEMENT

COMCAST PEDESTAL TO REMAIN

PLACE ASPHALT 1-FT BEYOND PARKING SPACE

3.00' VALLEY PAN

R5.0'

PLACE 4 TYPE 7 BARRICADES

PLACE 3 TYPE 7 BARRICADES

24" EXISTING DRYWELL RIM=6138.57'

18" CURB CUT

18" CURB CUT

9.0'

19.0'

25.0' ASPHALT

9.0'

19.0'

3.0' VALLEY PAN

R2.0'

24.0'

9.0'

19.0'

PLACE ASPHALT 1-FT BEYOND PARKING SPACE

R5.0'

R5.0'

EXISTING PARKING AREA TO BE REMOVED

SAWCUT LINE

R5.0'

R5.0'

43.0' FL TO FL

9.0' TYP.

9.0' TYP.