



HAUL ROUTE AGREEMENT
EL PASO COUNTY, COLORADO
CROSSPOINT SUBSTATION PROJECT

This Haul Route Agreement (“Agreement”) is made and entered into this fourth (4th) day of May, 2026 (“Effective Date”) by and between El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado a statutory county and political subdivision of the State of Colorado (“County”), and Tri-State Generation and Transmission Association, Inc., a Colorado cooperative corporation (“Developer”).

RECITALS

A. Developer has submitted an application for site development plan approval under El Paso County Planning and Community Development File No. PPR261 for the construction of a new 230-kV substation, the Crosspoint Substation Project (“Project”). The Project will be constructed on property legally described as part of the Southeast Quarter (SE1/4) of Section Eight (8), Township Fourteen (14) South, Range Sixty-One (61) West, 6th Principal Meridian, and with an address of 780 N. Lauppe Road, Yoder, El Paso County, Colorado.

B. Construction of the Project requires hauling of equipment, materials, and/or oversized or overweight loads on County-maintained roads. As a condition of approval of the site development plan, Developer must enter into a haul route agreement that identifies construction impacts on only one County maintained road - N. Lauppe Road. The purpose of this Agreement is to comply with that requirement. The haul route includes use of State Highway 94, which is not subject to this agreement.

C. The provisions of this Agreement are intended to address the impacts of Project construction on County roads along the approved haul route.

D. The County and the Developer anticipate that as a result of the Developer’s use of County roads during construction, accelerated deterioration of such road may occur. Thus, repairs or improvements may be required and additional maintenance expenses may be incurred by the County.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above shall be incorporated by reference into this Agreement as if fully stated herein.
2. General Operation Description. The Operation consists of construction of a new electric substation. The Parties anticipate that construction operations will last 6 months, with Project access from N. Lauppe Road via State Highway 94 for up-to 16 light-duty and heavy-duty trucks per day. After construction, operational traffic will be limited to 1-2 trucks per month. The Parties anticipate that, in the import and export of materials, the segment of N. Lauppe Road between State Highway 94 and the Project driveway may sustain damages which this Agreement is intended to address.
3. Purpose. This Haul Route Agreement shall be completed for construction hauling operations that may cause accelerated deterioration to county roads.
4. Haul Route. "Haul Route" is depicted in Exhibit A, attached hereto, and includes the segment of N. Lauppe Road between State Highway 94 and the Project driveway. The use of State Highway 94 for the import and export of materials is not subject to this agreement.
5. Compliance with Applicable Laws. Developer must comply with all applicable federal, state, and local laws, ordinances, rules, and regulations and all applicable approvals, permits, and licenses during the term of Operation.
6. Identification of Haul Route. The Parties agree that the Operation will impact County roads based on the number of anticipated trips per day and the weight of the vehicles making such trips. Developer has identified a Haul Route for construction activities related to the Project along public roads to and from the Operation site. The Haul Route is depicted in Exhibit A, attached hereto, and generally includes State Highway 94 east from US 24 and N. Lauppe Road north from State Highway 94 to the Project driveway. The use of State Highway 94 for the import and export of materials is not subject to this agreement.
7. Inventory of Roads Required. The Parties acknowledge that a Road Conditions Report will be required prior to the issuance of the construction permit and prior

to the start of the Developer's hauling operations on county roads covered by this Agreement. The Road Conditions Report should assess and catalog the status of the haul route road conditions prior to commencement of the Operation. Representatives of the County and the Developer shall make a joint Road Conditions Report indicating the condition of such roads and attach and incorporate such report herein as Exhibit B. The Report shall include a statement of the extent and frequency of routine maintenance on the haul route and may include photographs, video logs, or other recording devices showing the condition of the existing haul route. Deficiencies of the road shall be noted in the pre-inspection report and shall show an estimated cost to repair.

The Developer shall be liable for repairing any new or exacerbated damage caused during construction and execution of the Operation.

8. Developer Reimbursement of County Expenses. During the period for which this Agreement is in effect, the Developer agrees to reimburse the County for all costs of any additional maintenance and additional signing necessitated by the Developer's use of County roads.
9. Identification of Impacts to Haul Route. The County and Developer have relied upon the following information in identifying the Operation's anticipated impacts to the Haul Route, the mitigation measures to be applied, and the costs thereof:
 - a. Information contained in EDARP File No. PPR261, including but not limited to information relating to the proposed construction schedule, haul route and estimate truck/trip counts;
 - b. The Road Condition Report shall include at minimum video and photographs documenting the condition of Haul Route.
 - c. An estimated fifteen thousand (15,000) cubic yards of material imported in the Operation.
10. General Agreements Regarding Road Use. The Developer understands and agrees that although the Haul Route covered by this Agreement is subject to normal use, by virtue of the extraordinary use of the roads to effectuate the Operation, the Developer assumes responsibility for all damage and additional maintenance on such roads resulting from its use of the Haul Route. The County hereby agrees to the Developer's use of the Haul Route covered by this Agreement subject to the conditions contained herein.
11. Mitigation of Impacts to Haul Route. The Developer shall be responsible for any road repairs or additional maintenance needed and shall perform all work to correct any damage that occurs to the Haul Route, as a result of the Operation,

identified after the initial Road Condition Report. Such additional maintenance includes but is not limited to grading, reshaping, repair and/or modification of roads.

Any improvements or widening of the roads necessitated by the Developer's operations, including modification to any roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed, shall be made at the Developer's sole expense, and shall be authorized by County permit.

12. Additional Mitigation Provisions.

- a. The County and Developer shall jointly inspect the Haul Route within fourteen (14) business days of completion of the Operation.
- b. Following the inspection, the County shall review its observations and compare them to the Road Condition Report. The County shall then provide a written analysis and recommendations for any maintenance or repairs it has identified as necessary to return the Haul Route to the same condition as was identified in the Road Condition Report.
- c. The Developer shall complete the recommended maintenance and repairs to the Haul Route within sixty (60) days of receipt of same.

13. El Paso County Road Impact Fee. Developer understands and agrees that the Operation is subject to the provisions of the El Paso County Road Impact Fee and that the imposition of such Road Impact Fee is separate and does not arise from this Agreement. If applicable, the Road Impact Fee shall be assessed at the time of Site Development Plan approval.

14. General Provisions.

- a. **Indemnity.** Developer and its successors and assigns shall indemnify and hold harmless the County and its elected officials and agents, employees, and contractors from and against any and all losses, injuries, damages, claims, demands, suits, liabilities, causes of action, settlements, costs, or expenses that are caused by or result from the acts and omissions of Developer or its employees, officer, or agents arising from the construction, operation, and maintenance of the Equipment. Nothing in this paragraph shall be interpreted to limit or waive any Governmental Immunity or limitation of liability or defenses allowed the County under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq.

- b. **Amendment.** This Agreement may be amended by mutual agreement of the Parties only by a written agreement of all Parties.
- c. **Assignment.** No Party may assign its rights and obligations under this Agreement without the prior written consent of all other Parties, which consent shall not be unreasonably withheld.
- d. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective personal representatives, heirs, successors, and assigns.
- e. **Waiver.** No delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof by any Party hereto, and no waiver of a breach of any one provision of this Agreement shall be construed as a waiver of any other or any subsequent breach of the same or other provision of this Agreement.
- f. **Colorado Law and Venue.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Colorado. In the event of any litigation that may arise hereunder, the venue shall be in El Paso County, Colorado District Court.
- g. **Counterparts.** This Agreement may be executed in two or more counterparts, each of the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages shall be attached to a single instrument.
- h. **Severability/Integrated Terms and Conditions.** Because compliance with the terms and conditions of this Agreement is a condition of the Special Use Approval, its terms and conditions are integrated into the Special Use Approval. Therefore, if any provisions of this Agreement are determined by a court of competent jurisdiction to be unenforceable or invalid, the Special Use Approval and this Agreement shall be rescinded or suspended unless the Board of County Commissioners, in its sole subjective discretion, approves an amendment to the Special use Approval and/or this Agreement.
- i. **No Third-Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their respective successors and assigns. Nothing in this Agreement is intended

to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law or equity.

- j. **Entire Agreement.** This Agreement, together with all exhibits attached hereto constitutes the entire agreement between the Parties. This Agreement is specifically intended by the Parties to supersede all prior agreements, whether written or oral.
- k. **Recording.** This Agreement shall be recorded in the public records of the El Paso County Clerk and Recorder.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: 
 Gilbert LaForce, Engineering Manager *DEPUTY COUNTY ENGINEER*
 Development Services, Department of Public Works
 Designee of Joshua Palmer, County Engineer
 Authorized signatory pursuant to Resolution No. 24-145

Approved as to form:

Erika Kesch
County Attorney's Office

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

By: H. Steven Gray
Name: H. Steven Gray

Title: Vice President, Land, Water, and Environmental Resources

Date: 5/5/2024

STATE OF COLORADO }
EL PASO COUNTY,) ss

~~EL PASO COUNTY~~
Adams County

The foregoing instrument was acknowledged before me this 5th day of May, 2026, by H. Steven Gray the Vice President of Tri-State Generation and Transmission Association, Inc. Land, Water & Environmental Resources

Phelley K. Noone
Notary Public Signature

My Commission Expires: October 17, 2026

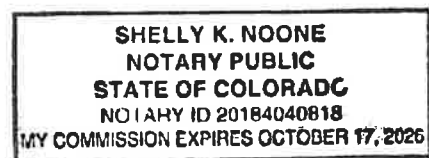
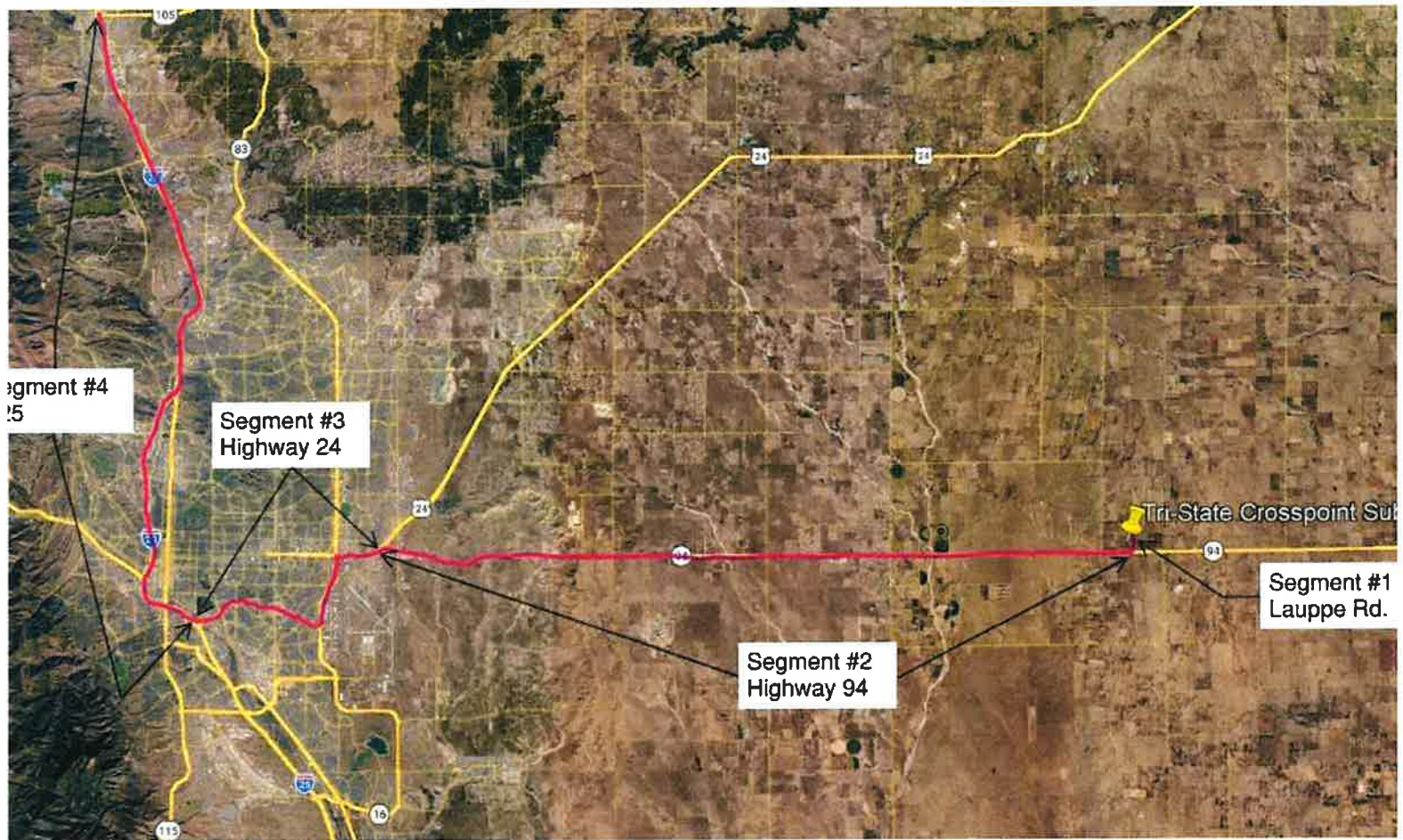


EXHIBIT A



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Exhibit B

Crosspoint Substation, El Paso County, CO Road Conditions Report April 2026



TRI-STATE

Generation and Transmission
Association, Inc.

A Touchstone Energy® Cooperative

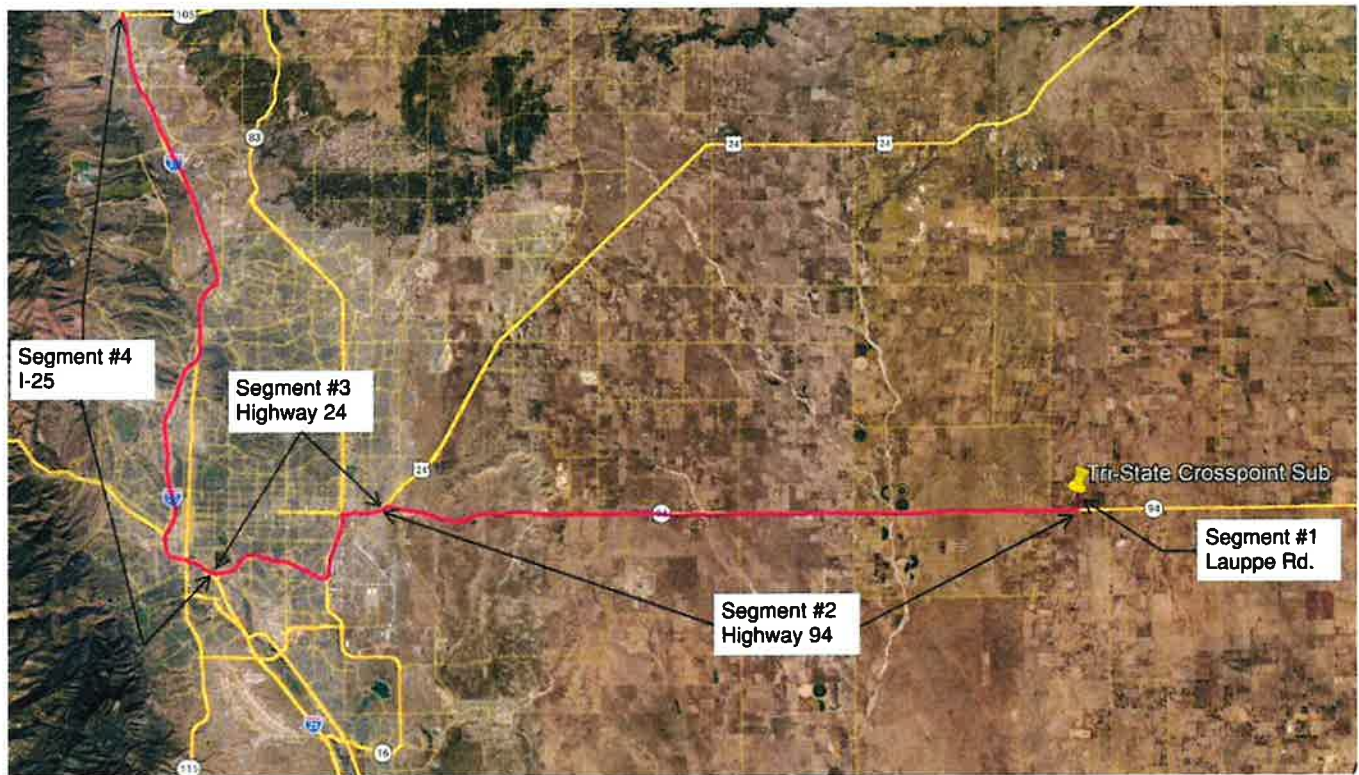


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Introduction

Tri-State is proposing to construct the new 230-kV Crosspoint substation (Crosspoint) in El Paso County, located north of State Highway 94 (SH 94) near the N. Lauppe Road intersection. The construction operations are planned to begin in July 2026 and are expected to last for a duration of 12-14 months. Material deliveries are expected to start approximately two weeks prior to start of the construction activities.

Tri-State has developed this Road Condition Report to assess any potential accelerated degradation of the County maintained road surfaces that will be utilized by the construction traffic during the construction period. The goal of this report is to conduct an objective road surface condition assessment before, during and after the construction operations have been completed to assess the pavement condition and capture Right-of-Way (ROW) imagery to document the condition of the road sections. Construction traffic is expected to access the Project site via the Haul Route map shown below.



Construction Schedule and Activities

A typical construction workday for this project is expected to consist of workers arriving at the Crosspoint Substation construction area between 6:00 AM and 8:00 AM via N. Lauppe Road. Deliveries will mainly occur between 6:00 AM and 4:00 PM. Most workers will finish their

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workday and leave the site between 5:00 PM and 6:00 PM. The entirety of the construction activity on-site is expected to be completed within the year 2027.

The timetable of construction activities should generally go in this order:

- Mobilization
- Site preparation
- Construction
 - Foundations
 - Substation structure delivery, erection, and installation
 - Stringing of conductor and static wire
- Testing and commissioning
- Energization
- Cleanup and demobilization

Activities may vary based on construction phasing.

Construction Traffic Estimates

Estimates for construction duration, number of workers and vehicles, quantity of materials and equipment, and number of deliveries required to construct Crosspoint in El Paso County are established by Tri-State and are based on prior experience constructing substations (see table below). Using these estimates, it is anticipated that peak construction traffic for a period of 6 months will be less than 16 vehicle trips per day, including passenger car trips and truck trips. Only 10 passenger car trips per day are anticipated, and it is conservatively assumed that these will occur during peak hours.

Construction workers will access the substation from N. Lauppe Road via State Highway 94. Crews will travel eastbound on State Highway before traveling north on N. Lauppe Road and accessing the site from the east side.

Operational Traffic Trip Generation

The Post construction traffic to the development is expected to have negligible impact to the local roadway network. The Crosspoint Substation will operate unmanned 24 hours a day. The number of vehicles accessing the substation will be limited to periodic maintenance and inspection vehicles, which is estimated to be between 5 and 10 vehicles/maintenance trucks annually, with specialized equipment if needed for any major repairs. This will have a negligible impact on the overall operations and safety on State Highway 94 and N. Lauppe Road.

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Major Construction Tasks	Approximate Construction Duration (weeks)	Approximate Daily Passenger Car Trips	Approximate Daily Truck Trips by Vehicle Type	Approximate Total Daily Roundtrips
Mobilization	2	2	Light duty - 1 Heavy duty - 2	5
Site Preparation	4	5	Light duty - 2 Heavy duty - 2	9
Foundation Construction	5	5	Light duty - 2 Heavy duty - 3	10
Substation Structure Delivery, erection, and installation	5	10	Light duty - 2 Heavy duty - 4	16
Testing and Commissioning	3	5	Light duty - 2 Heavy duty - 2	9
Energization	3	3	Light duty - 1 Heavy duty - 1	5
Cleanup and Demobilization	2	2	Light duty - 1 Heavy duty - 1	4

Roadway Improvements

With the impact expected to the County maintained surfaces expected to be negligible, there should be no need to improve the local road when it comes to turn lanes, access modifications, or any signing and striping to accommodate the Crosspoint development. N. Lauppe Road, located on the east side of the substation, is currently a dirt road and is in good condition. Passenger cars and trucks using N. Lauppe Road are not anticipated to have any impact on the condition of the road. Vehicles using N. Lauppe Road to access the substation should not use N. Lauppe Road when wet or rainy conditions are present, in order to preserve the roadway.

Reporting

Based on the traffic count data and the expected trips generated by the construction activity, and post construction activity, Tri-State does not recommend changes to the current roadway to accommodate the Crosspoint substation. The short-term impacts of the construction activity will be minimal and the long-term operations of the Crosspoint substation will have a negligible impact on the County maintained surfaces. Pre-construction photos were documented along

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the exit off Hwy 94 and length of use along N. Lauppe Rd to ensure surface condition does not deteriorate (see attached photo files). Upon completion of the Project, additional photos will be documented along the exit off Hwy 94 and length of use along N. Lauppe Rd to ensure surface conditions were not deteriorated as part of the construction operations.

Hwy 94 Looking East - East of N. Lauppe Rd



Hwy 94 Looking West - West of N. Lauppe R



N. Lauppe Rd. Looking North between Hwy 94 & Substation Entrance



N. Lauppe Rd. Looking North from Hwy 94



N. Lauppe Rd. Looking South Approaching Hwy 9



N. Lauppe Rd. Looking South at Hwy 94 (1



N. Lauppe Rd. Looking South at Hwy 94 (2)



N. Lauppe Rd. Looking South at Hwy 94 (3



N. Lauppe Rd. Looking South at Hwy 94 (4



N. Lauppe Rd. Looking South at Substation Entrance



N. Lauppe Rd. Looking South Between Substation Entrance & Hwy 9

