

TEMPORARY USE PERMIT APPLICATION

Fremont County

JUL 15 2025

1. Project Name: Temple Canyon Hill Climb

2. Applicant: Colo Hill Climb Assn Address: 116 N Cottonwood Ave City: Canon City. State: CO Zip Code: 81212 Telephone #: 719-644-4457 Facsimile # Email Address: DE DIGERRR@gma, 1, 900

Please read the entire application form prior to completion of this application

Property owners and other potential applicants are encouraged to meet informally or communicate with Planning and Zoning Department staff to gain familiarity with the application process prior to formal submittal of an application and to continue the communications throughout the application process. For more details on application meetings, see Section 8.3 of the Fremont County Zoning Resolution (FCZR).

A special event which is to be conducted in whole or part within Fremont County (*non-incorporated areas*) such as spectator events, athletic events, carnivals, circuses, concerts, fairs, flea markets, public recreational events, tent meetings, or other similar uses with similar impacts which are for public participation, requires a Temporary Use Permit (TUP).

An application fee as adopted by resolution of the Fremont County Board of County Commissioners (Board) shall accompany this application.

The applicant shall provide one (1) original document, two (2) copies, and an electronic copy (either CD or flash/thumb drive) and all of its attachments. After submittal, the Department will review the application and all attachments and prepare a Department Submittal Deficiency and Comment Letter (D & C Letter). The letter will state the submittal deficiencies, Department comments and or questions about the application, which must be addressed by the applicant.

The Fremont County Department of Planning and Zoning (Department) shall be entitled to refuse any application for a temporary use permit which is not made on the form provided by the Department, which is incomplete, or is made later than thirty (30) working days prior to the regularly scheduled Board meeting at which the application is proposed to be heard. The application shall not be considered complete unless all information required in the application is provided at the time it is filed.

Once the Department has determined that the application is complete, the application will be scheduled on an agenda of the Board for their consideration of approval. Prior to issuance of a temporary use permit, the event shall be approved by the Board at a regularly scheduled meeting and all contingencies or requirements shall be met or provided. <u>The Board does have the right to request review and recommendations from the Fremont County Planning Commission (Commission) and/or other pertinent entities, if the Board determines that it is necessary for its review. The Board may require professional review at the applicant's expense if deemed necessary by the Board. The Board may require the applicant to provide various professional studies and/or statements concerning the event in order to fully</u> understand the impact of the proposed event. This could result in a longer review process and require more time to complete.

Under certain circumstances, the Department may have approval authority over an annual event which has been granted TUP approval by the Board consecutively for the three (3) previous years. See Section 8.16.2 of the Fremont County Zoning Resolution for requirements.

Attachments can be made to this application to provide expanded narrative for any application item including supportive documentation or evidence for provided application item answers. Please indicate at the application item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (*i.e. the attached document providing evidence in support of the answer given at application item number 12 would be marked* - Exhibit 12.1).

For specific regulatory requirements the applicant should refer to the appropriate sections of the Fremont County Zoning Resolution (FCZR) which can be viewed on the Internet at:

http://www.fremontco.com/planningandzoning/zoningresolution.pdf

- 2. Please provide a general description of the event: Timed hill climb Kace Event consisting Quads motorcycles, Cars & Trucks Camping will be permitted on RLM Land
- 3. What is the general location and/or street address of the event? Temple Canyon Rd From Just past the Junkyard to the top of the hill Approx 3,2m
- 4. What are the dates that the proposed event is scheduled to occur? 8/30/25 8/31/2
- 5. What are the hours of the day that the proposed event is scheduled to occur? 7:30 an +06pm
- Will there be any signs used to advertise the event? <u>NO</u> If yes, please provide a statement as to the size (*type*), location, and how many:
- 7. Please provide a statement as to how litter will be disposed and include documentation consisting of agreements and/or contracts with companies providing necessary facilities. <u>Republic</u> <u>Services to provide trasht litter removal</u>
- 8. Address crowd control before, during and after the event. <u>Crowd Control will be</u> under the jurisdiction of the CHCA, If necessary, CHCA will request assistance of law Enforcement through Frecon See Attached Sheriffs office Notification

9. What are the anticipated off-site impacts that will be created by the proposed event? The CHCA does an extensive trash Cleanup Can 12ar

10. Please provide a statement as to a drinking water plan which includes documentation consisting of agreements and signed contracts with companies providing necessary facilities. NOTE: This will require review and approval by the Fremont County Environmental Health Officer. Bottled Water, Gafarade + Soda will be sold

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- 11. Please provide a statement as to a sanitation plan which includes documentation of agreements and signed contracts with companies providing necessary facilities. NOTE: This will require review and approval by the Fremont County Environmental Health Officer. Trash disposal By republic Services, Porta-lets provided by Canon Rental See Altached
- 12. Please provide a statement as to a concession plan, if any, which includes a list of vendor names and required permits. If vendors are used, please provide documentation of sales tax license. NOTE: This will require review and approval by the Fremont County Environmental Health Officer.

13. Please provide an emergency service operation plan addressing what emergency services are proposed for the event. The emergency services shall include any agreements, signed contracts, with appropriate agencies or companies and a specific contact person with contact information. <u>Fire' CanonCity APPB see Attached Mcdical</u> <u>ONSite provided by AMR see Attached</u>

- 14. Will there be any street closures proposed in connection with the special event (or other provisions deemed appropriate with respect to the provision for safe and adequate vehicular and pedestrian traffic flow and parking associated with the conduct of the special event)? Note: If Street closures are proposed, signed approval by the Director of the Fremont County Department of Transportation or Colorado Department of Transportation is required.
- 15. Please provide a statement as to how the proposed event parking will be addressed. Such statement will include how many off-street parking spaces will be provided along with the size of spaces and parking area location. Note: If on-street parking is proposed, signed approval by the Director of the Fremont County Department of Transportation or Colorado Department of Transportation as may be appropriate is required.

Harking will primarily be in the Dark approx 150 vehicles room

The CHCA will pay the Fremont County Department of Planning and Zoning, \$175.00 for the permit application, and the BLM the sum of \$350.00 (partial payment), by the date of submission of application. This amount is based on set fees and event entries.

8. Schedule

Practice runs will be staged on Saturday from 8:00 AM until approximately 6:00 PM. The race will be on Sunday from approximately 9:00 AM until 4:00 PM.

Concessions

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- A. CHCA has negotiated with Short Stop Hamburgers as our food vendor for the weekend.
- B. Short Stop Hamburgers will sell bottled water, Gatorade, and canned sodas.
- C. Short Stop Hamburgers has provided a current health department certificate.
- D. All vending will occur on private land.
- The CHCA will have a limited amount of items for sale. Items such as hats, shirts, and bumper stickers will be sold.

XI. Environment

A. Purpose

It is the understanding of all partied concerned that the Temple Canyon Road is a County System road and is partly on BLM land.

3. Plan

In cooperation with the BLM, any areas designated ecologically sensitive and subject to usual conditions shall be marked off as closed areas. This may apply to both pedestrian and vehicle traffic (if applicable). A water truck will be used all weekend to keep dust levels at a minimum.

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 - Pits are established at each course for the preparation, service, and repair of competition vehicles.
 - Timers are stationed at the beginning and ending of the course to maintain accurate accounting of the competitor's elapsed time.
 - 2 There are thirteen (13) basic divisions involving approximately 50 vehicles and drivers. Any other vehicles permitted by the Chief Steward to run under race conditions at a CHCA event shall run as exhibition only.
 - The Safety Director will assign Officials and Workers as necessary, along the course to best provide for the safety and protection of competitors, participants, other workers, and spectators. The Safety Network will be equipped with radio.

16. Please provide a statement as to how vehicular and pedestrian traffic for the proposed event will be handled: See Operating plan Sections 2C,D, E + Section 4 See Attached landowner Consent, Race Officials with be at all Drive Ways/campgrounds to control traffic

17. The following items shall be attached to this application and marked appropriately as exhibits:

- a. A drawing of the property on which the event will be held locating items such as natural features (waterways, cliffs, etcetera), existing improvements (structures, driveways, septic systems, etcetera) and components of the special event (stages, parking areas, vendor areas, etcetera).
- b. Documentation as to acceptance of a fire protection plan, signed by the appropriate agency representative along with a copy of said plan.
- c. Documentation that the Sheriff's Office has been notified of the event and any proposed street closures. There are two (2) options for notification. See FCZR Section 8.16.1.19.1 for details.
- d. Documentation that the Colorado State Patrol has been notified of the event and any proposed street closures. There are two (2) options for notification. See FCZR Section 8.16.1.20.1 for details.
- e. Documentation that the Director of the Fremont County Department of Transportation has been notified of the event and any proposed street closures. There are two (2) options for notification. See FCZR Section 8.16.1.21.1 for details.
- f. If the subject property gains direct access from a roadway under the jurisdiction of Colorado Department of Transportation (CDOT) or if deemed necessary by the Department, documentation that CDOT has been notified of the event and any proposed street closures. There are two (2) options for notification. See FCZR Section 8.16.1.22.1 for details.
- g. Documentation from the Environmental Health Officer as to acceptance and approval of application items number 10, 11 and 12, signed by the appropriate agency representative.
- Proof of general liability insurance for the event in amounts deemed appropriate by the Board of County Commissioners.
- i. Cash, surety or other bond deemed necessary and appropriate by the Board of County Commissioners to ensure that the property affected by the special event will be cleaned to the reasonable satisfaction of the County and that damage associated with the conduct of the special event may be repaired or remedied without cost to the County. If a waiver of this item is requested it shall be in writing, with justification, at the time of application.

18. Additional Requirements:

- a. The Department of Planning and Zoning shall have the right to require publication, notice to property owners and posting in accordance with Section 8.4.2.1 if it is deemed necessary.
- b. The Board of County Commissioners has the right to:
 - Refer any application for Temporary Use Permit to the Planning Commission requesting its review and recommendations at a regular meeting.

- 2) Refer any application for Temporary Use Permit to any entity the Board deems could have significant input regarding the potential impacts of the proposed Temporary Use Permit.
- 3) Right to obtain professional review, at the applicant's expense, for any aspect of the proposed event as deemed necessary by the Board.
- 4) Require the applicant to submit the following information if in their opinion it is necessary, to fully understand the impacts of the proposed Temporary Use Permit:
 - a) An environmental impact study/statement;
 - A roadway impact analysis study; b)
 - A drainage study; c)
 - d) A socioeconomic impact study/statement;
 - e) Studies, comments, referrals to agencies or professionals whose area or jurisdiction of expertise is applicable and germane to the use being proposed.

By signing this Application, the Applicant, or the representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the application and any attachments to the Application, is true and correct to the best of Applicant's knowledge and belief.

Applicant understands that any required private or public improvements imposed as a contingency for approval of the application may be required as a part of the approval process.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Board regarding the Application to be null and void.

Signing this Application is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this Application, provided that the same is in conformance with the Fremont County/Zoning Resolution.

Dillon Ediger Applicant Printed Name

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7/15/25

TEMPLE CANYON AUTO HILL CLIMB OPERATING PLAN

GENERAL INFORMATION

A. Introduction

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This is the 33rd year for the event to be known as the "Temple Canyon Auto Hill Climb". The races will be conducted on County Road 3, known as Temple Canyon Road, and is authorized by the Fremont County Board of Commissioners. Practice and qualifying of the classes for the first race, will be conducted on Saturday, July 13, 2024 and the race will be on Sunday, July 14, 2024. The second race of the season will have practice and qualifying on August 31, 2024 and the race will be on September 1, 2024.

13 classes of vehicles are in the race involving approximately 50 vehicles

The Colorado Hill Climb Association is the sanctioning and promoting body for this event with the assistance of local authorities. The races will be held on July 13-14, 2024 and August 31-September 1, 2024.

B. Purpose of the Plan

The purpose of this plan is to provide for the protection of the natural resources and provide adequate services for the spectators. This plan is to form the basis for the operation of this race and to ensure that steps have been taken to provide for the items agreed upon between Fremont County, the BLM, The Canon City Area Fire Protection District, and the CHCA in the temporary use permit issued to the CHCA.

II. CONTROL AND RESPONSIBILITIES

Control of the Race Course

Since the race course is located in Fremont County, the actual law enforcement control of the race course, excluding race activities, is the responsibility of the Fremont County Sheriff's Department. The predominate land areas on the race course such as staging areas and parking are the responsibility of the BLM. However, once the race activities start, the race course is under the supervision of the officials of CHCA, and remains so until the final race vehicle completes the race. The Fremont County Sheriff's Department and the BLM shall have the authority to stop the race as they deem necessary if they determine that some aspect of the race and/or weather conditions create an unsafe condition.

B. <u>Ticket Sales</u>

Ticket sales will be handled by and accounted for by the CHCA

Crowd Control and Law Enforcement

Crowd control is under the jurisdiction of the CHCA. The CHCA has reached an agreement with the Fremont County Sheriff's Department to provide cooperating personnel to insure the enforcement of prown control and enforcement of state and local law if needed.

Enforcement of laws and regulations governing the occupancy and use of BLM land is under the jurisdiction of the Fremont County BLM office in Canon City, CO.

D. Post Race Traffic

CHCA will arrange with local law enforcement officers to assist traffic flow onto State and County roads as needed

E. Race Day Spectator Traffic

Due to the location of ticket areas and actual racing parts of the road course, all spectators wishing to enter the race area (past ticket areas) will be able to do so, however, they may not go past the Start Line while the race course is active. Traffic may enter from above the finish line to allow for viewing of the race but will be stopped while the course is active with no vehicle traffic closer than ½ mile from the Finish Line. The Finish Line area will be barricaded with "Road Closed" signs and manned at all times with a trained safety worker.

III. Fire Suppression Plan

- A. The CHCA will arrange to have a Type 6 Fire/Brush truck located at the race course during actual racing and trial activities. In addition, CHCA has notified the Canon City Area Fire Protection District and surrounding areas' Volunteer Fire Departments as well as Fremont County Sheriff's Office and the BLM, who has various firefighting equipment available for dispatching, including aircraft. Canon City Fire Department Type 6 Fire truck or better and 2 qualified firefighters are secured for this event.
- B. The CHCA Rule Book requires that each race vehicle will be equipped with an onboard fire extinguishing unit and each pit area is required to have a 5 lb dry chemical extinguisher visible during race hours
- C. The CHCA Safety Network locations in between the Start Line and the Finish Line will have portable fire extinguishers.
- D. Fire prevention signs are to be posted by the BLM. (if applicable)
- E. Subject to fire danger, the BLM may close spectator areas to use, prohibit open fires, and/or impose other preventative measures (if applicable). Camp fires will not be allowed during fire restrictions.

IV. Parking

4, General

The major part of the parking will be in the following areas: Start Line, Pit Area, and approved spectator parking. CHCA will have personnel at the top and at the Start Line as well as at intermediary parking areas, as needed, to direct traffic. The program for this event advised people where not to park, in relation to their own safety during the race event, ie: to not par on the race course and to not park on the outside edge of corners.

First Aid and Evacuation

- A. During both days, Saturday and Sunday, there will be a fully equipped ambulance on site. The ambulance provider will identify the response capabilities and qualifications of the assigned apparatus and personnel for the event, in writing, to the Canon City Area Fire Protection District at least 2 weeks prior to the event.
- B. St. Thomas More Hospital is fully aware of the event and has alerted the Emergency Room of said event, and possible types of injuries that could occur. St. Thomas More is located approximately 5 miles from the race course. The address is 1338 Phay, Canon City, CO.
- C. 18 Hour Flight For Life Helicopter Services is also available from Colorado Springs.

VI. Sanitation and Trash Plan

A. Purnose

The purpose of this plan is to insure the efficient utilization of portable toilet facilities for the accommodation of hill climb race spectators, and to try to insure garbage collection and clean up of litter.

B, Tollet Plan

I. Sanoler acquisition and placement is provided by Canon Rental Based on past experience, 10 Sanolets will be required. They will be of the portable self contained type. A trash container will be placed at all Sanolet locations. A large dumpster will be placed in the Pit Area. Howard Disposal will be providing the trash service

Tollet Placement

Tollets will be placed on as level a site as possible. They should be faced so that the doors open away from crowd location, if possible. The following locations are suggested for toilets, based on road survey done with the BLM personnel and CHCA.

Start Line, Pit Area, Picnic Area, Finish Line

Many people attending the event have campers and motor homes which have self contained toilet facilities.

3. Toilet Servicing

All Sanolets will be pumped and cleaned Saturday night. The CHCA will make a road trash sweep Sunday after the race event is over to clean up trash and debris left behind by spectators.

VII. Advertising and Media

- A. The following means of advertising will be used in connection with the Temple Canyon Hill Climb. All advertising must contain BLM disclosure statement.
 - 1. Programs printed and distributed by contracted persons of the CHCA
 - Pre-race posters announcing the Hill Climb to be distributed in surrounding communities.
 - 3. Pre-race publicity will be located in the local newspaper.

VIII. Communication and Safety Network

A. Radio communication will be provided during practice and the race.

- Safety Network: 2-way radios will be stationed throughout the race course. The radios will be on a separate frequency and shall be strictly used for starting, stopping, and cautioning racers should another race vehicle get into trouble.
 Message Network: Particularly important on practice days, this network relays requests, etc. from one race official to another or from a car driver back to the pit
- crew. Again, this is separate from the Safety Network radios.
- Timing: The timing crew will be charged with the responsibility of operating two sets of timing devices, primary and backup. This will not interfere with safety network radios.
- Radio Communications will be in touch with the Race Officials and also for ambulance equipment there and the Flight for Life helicopter during both days. Cell phone service works well in this area. This enables excellent communication with Fremont County Sheriff's Office and the BLM.
- In the event of any vehicle accident with injuries, medical emergency, fire, or other incident requiring emergency response, appropriate event personnel shall immediately call 911 to report the emergency in order to initiate the appropriate jurisdictional response.

IX. Fees and Schedule

A. Fees

communications, fire extinguishers, signal flags, ambulance, and fire department vehicles and other appropriate equipment.

When all Safety positions are manned in preparation for competition, the road is closed. Closure of the road means no further traffic is allowed except for competitors under race conditions, unless an Emergency exists, and provisions can be made to open the road almost immediately. Public access is available between race runs.

A road "sweep" by a CHCA Safety Vehicle with red lights and siren operating, to finally ensure the course's safeness and readiness for competitors, will start the event. Upon completion of the "sweep", the Safety Director will notify the Chief Steward and then competition will begin.

Respective Safety positions will notify "Race Control" as each competitor vehicle starts and progresses along the course until its completion.

S. After each competitor has taken a green flag in a given run, and after the last of the competitors have completed the run, the road will be declared open by the race control, at which time normal traffic may commence until the road is again closed in preparation for the next run.

XII. Insurance

CHCA carries a complete insurance policy with limits to 3 million dollars of coverage to include, but not limited to, participant medical, spectator liability. Entities such as Fremont County, City of Canon City, and BLM may be listed as additional insured. A binder of your insurance will be presented to Fremont County and BLM prior to the event.

XIII. <u>Revisions</u>

This plan may also be altered or revised if mutually agreed to by the CHCA and the parties involved.

orm 2930-2 June 2026) UNITED STATES		Permit No.	
DEPARTMENT OF THE INTER BUREAU OF LAND MANAGEM		CO-200-RG-RU	New York Contraction of Marcola
SPECIAL RECREATION PE	And	BLM Issuing Of	
(16 U.S.C. 6801 et seq., 43 U.S.C. 1701 et seq., 4		Royal Go	rge Field Office
Permittee Colorado Hill Climp Association			
Authorized Representative Dillon Ediger			
Aukiress	Phone Number (719)	644-4457	
PO Box 6366	Ensail Address dedis	gerrr@gmail.com	
Colorado Springs, CO 80934	Fax Number		
	Web Site www	.chcaracing.com	in State in State
Permit is for (check all that approv): Commercial Use Co	ompetitive Use 🔄 🖸 Organized	I Group Activity or Even	t 🔲 Vending
Date Issued 01/31/2025 Date Expires 09/15/25	(Terms greater than one	vear subject to annual v	alidation)
Seasonal or other period of use limitations			
Permit Fee Formula Both commercial and competitive: Gr	reatest of \$130/year or \$7	/participant/day or 3	% of gross revenue
If other, specify			
Assigned Sites (commercial only). PND No. of A	ssigned Sites subject to fees		
Special Area Fees Apply: 🛄 Yes 🗹 No Special A	Arca Fee		
Minimum insurance coverage requirements High Risk: \$1,000	0,000 per occurrence, \$	annual aggrega	te
Permit is valid only if a current Certificate of Insurance, listing the	e United States of America as a	dditional insured, is on fi	le with the issuing BLM Office.
Post use report due date(s) September 30, 2025	Bond Requirement.	None Bond Aniou	nt
Purpose and activities authorized			
Motorized vehicle hill climb race - two day ever Related use of adjacent BLM lands for specta			
Approved Area of Operation			
Temple Canyon Road (Fremont County Road lands.	9) for 3.2 miles to the	e top of the hill ar	nd adjacent BLM
Certification of Informations: Feeting use of this permit will be to comply with any conditions required by the BLM including th form and any additional stipulations which may be attached.	as par the operating plan on f e General Terms and Permit S	ile with the BLM. Fackt tipulations listed on the	nowledge I am required following pages of this
Additional Stipulations are plached: 🗹 Yes 🗌 No			
		and the second	129/2025
(Permittee Signature)			(Date)
Approved and issued for the conclust of permitted activities and lo subject to General Terms and Permit Stipulations and any additio	nal stipulations attached.		the operating plan. Permit is
	UGLAS MAYES Digitally so Date: 2025		
(BLM Authorized Officer Printed Name)	(BLM Authorized Officer	Signature)	(Date)
(Continued on Page 2)			(Form 2930-3)

A. Compliance with laws, regulations, and other legal requirements. The Permittee shall comply with all Federal, State, and local laws, ordinances, regulations, orders, postings, or written requirements applicable to the area or operations covered by the Special Recreation Permit (SRP). The Permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State, and local licenses, certifications, or registrations. The Permittee shall ensure compliance with these requirements by all agents of the Permittee and by all clients, customers, participants, and spectators under the Permittee's supervision.

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- B. Modification, Suspension, Termination. An SRP authorizes specific uses of the public lands and related waters and when circumstances warrant, the permit may be modified by the BLM at any time, including modifying or limiting the amount of use. The Authorized Officer may suspend or terminate an SRP if necessary to protect public resources, health, safety, the environment, or because of non-compliance with permit supulations. Actions by the BLM to suspend or terminate an SRP are appealable.
- C. Permit Value & Operating Rights. No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit is not to be considered property on which the Permittee shall be entitled to earn or receive any return, income, price, or compensation, and may not be used as collateral for a loan. In the event of default on any mortgage or other indebtedness such as bankruptey, creditors shall not succeed to the operating rights or privileges of the Permittee's SRP. This permit, which can be suspended or terminated, is not a contract or a lease, but rather a Federal license.
- D. Non-Exclusive Use. Unless expressly stated, the SRP does not create an exclusive right to use an area by the Permittee. The Permittee shall not interfere with other valid uses of the Federal land by other users. The United States reserves the right to use any part of the area for any purpose.
- E. Subcontracting. Where the BLM authorizes a Permittee to subcontract a portion of the permitted activities, the Permittee must retain operational control of the permitted activities and must comply with any applicable special stipulations related to contractors and subcontractors which may include, but are not limited to, provisions regarding permit compliance, fee payment, reporting requirements, and insurance requirements.
- F. Advertising, All printed, electronic, and oral advertising and representations made to the public and the Authorized Officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, the Permittee will not seek or obtain trademark tights, use, or incorporate the names, mademarks, or logos of the BLM, the Government, or their employees in any advertising, promotional inaterials, sales literature, or on any product without the prior written approval of the BLM for the specific use. The Permittee shallorot state or imply that the Government or any of its organizational units or employees endorses any product, service, or activity as being conducted by the BLM. The BLM does not directly or indirectly endorse any product or service provided, or to be provided, by the Permittee whether directly or indirectly related to this SRP. The Permittee may not portray or represent the permittee state for a special Federal user's tax. The Permittee must furnish the Authorized Officer with a current brochure or website, including price list.
- G. Responsibility of Permittee. The Permittee assumes responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and toute conditions, landslides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects. hazardous flora/finna, abandoned mines, or other hazards that present risks for which the Permittee assumes responsibility.
- H. Resource Protection. The Permittee cannot, unless specifically authorized, etect, construct, or place any building, structure, or other fixture on public lands. Upon completing the permitted activities, the lands must be restored as nearly as possible to pre-existing conditions.
- Display of Permit. The Permittee, Permittee's employees, agents, and Authorized Officer approved subcontractors, must present or display a copy of the SRP to an Authorized Officer's representative or faw enforcement personnel, upon request. If required, the Permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.
- I. Operating Plan. The operating plan submitted in the application corresponding to this permit is incorporated as the operating plan for this permit. Any changes to a Permittee's operations as described in this plan must be requested in writing to the BLM and approved in writing by the BLM. This request must receive prior written approval from the BLM Authorized Officer before any operating plan changes can take effect.
- K. Accounting Records. The Authorized Officer, or other duly authorized representative of the BLM, may examine any of the books, documents, papers, or records pertaining to the permit or transactions related to it, in the custody, control, or possession of the Permittee or its employees, business affiliates, or agents for up to 3 years after expiration of the permit. For permits with fees greater than \$10,000 annually, when requested by the BLM, the holder, at their own expense, shall have their annual accounting records audited by an independent public accountant acceptable to the BLM. The permit holder must maintain internal accounting records pertaining to

this authorized use, and these records must be readily discernible from accounting transactions with other permits, ousiness endeavors, or personal use. Accounting records must include the following:

- 1. A recordkeeping procedural outline or process plan.
- Customer receipt deposit log or similar detailed information which includes at a minimum: (A) Customer identifier; (B) Location identifier; (C) Dated deposit and amount; (D) Gross fee collected; (E) Subtotal after each customer transaction; (F) Grand total after each deposit; (G) Grand total of year-end receipts.
- Corresponding monthly bank statement ledgers to the customer receipt deposit log or other compensation attributed to activities conducted under this permit.
- 4. Price advertisements.
- 5. Original customer reservation listings or event registration sheets.
- A record of all financial relationships with booking agents, advertisers, subcontractors, and business affiliates connected to permitted use.
- A record of all receipts or compensation including payments, gratuities, donations, gifts, bartering, etc., received from any source conducted under the permit.
- 8. A record of all payments made by the permit holder and claimed as a deduction in the permit holder fee submission. Records
- consist of receipts, debit transaction logs, bank statements, or similar records.
- 9. W-2 records or other similar records of employment for all employees conducting activities under the permit.
- Revenue Reporting. The Permittee must submit a post-use report and any other required forms to the Authorized Officer by the due dates shown on the permit or annual validation. If the post-use report is not received by the established deadline, the permit may be suspended or terminated, and/or late fees assessed. The post-use reports for permits for commercial use must contain a trip-by-trip log of trip location, beginning and ending dates of each trip, number of clients, number of employees (including contractors and volunteers), and gross receipts for the trip. Post use reports for all permit types must contain the information requested by the BLM. Deductions based on pre- and post-trip transportation and lodging expenses and discounts based on percentage of time, acres, or miles off of public land, if being claimed, must be requested by the Permitee and approved by the BLM in writing in advance of the report submission. Receipts are required for all claimed deductions, including transportation and lodging, and must show proof of payment.
- M. Resource Damage and Lajury Reporting. The Permittee shall potify the Authorized Officer in writing within 24 hours of any incident that occurs while involved in activities authorized by this permit which results in death, personal injury requiring admission to a hospital, emergency evacuation, or in property damage greater than \$2,500 (lesser amounts if established by State law). The Permittee shall coordinate with the BLM and, in accordance with applicable law, submit any documentation related to the incident, including reports, within a time frame agreed upon with the Authorized Officer.
- N. Indemnification. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and representatives from all liability, arising out of er resulting from the permitted activities and operations. The permitted activities and operations include all activities and operations occurring within locations identified in the permit area of operation, permit map, operating plan, and any associated published closure notices. The BLM issues this permit upon the express condition that the United States and its officers, employees, agents, volunteers, and representatives will be free from all liability arising out of, or resulting from, the permitted activities and operations. Accordingly, the Permittee hereby agrees to indefinity, defend, and save and hold hamless the United States and its officers, employees, agents, volunteers, and representatives from and against all liability arising out of, or resulting from, the permitted activities and operations officers, employees, agents, volunteers, and representatives from and against all liability arising out of, or resulting from, the permitted officers, employees, agents, volunteers, and representatives from and against all liability arising out of, or resulting from, the permitted officers, employees, agents, volunteers, and representatives from and against all liability arising out of, or resulting from, the permitted officers, employees, agents, volunteers, and representatives from and against all liability arising out of, or resulting from, the permitted officers, and representatives from and against all liability arising out of, or resulting from, the permitted operations or activities.
- O. Insurance. If required by the Authorized Officer, the Permittee shall carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents, employees, volunteers, and contractors in carrying out activities and operations under this permit. The permitted activities and operations include all locations within the permit area of operation, permit map, operating plan, and associated published closure notices. The policy shall name the United States of America as additional insured, with waiver of subrogation against the United States, and must be issued by a company licensed to do business and in good standing in the state(s) covered by this permit. The Permittee agrees to have on file with the BLM copies of the above insurance with the proper endorsements.
- P. Fee Payment. The Permittee must pay the required fees before the BLM will authorize the use identified in the permit. For installment payments when more than \$1,000 is owed, the Permittee must sign and submit a BLM promissory note, which must also be signed by the Authorized Officer. For multi-year permits, final payments may be adjusted based on post-use reports. For multi-year commercial permits, excess payments will be applied toward the following year's or season's estimated fee. For permits other than multi-year commercial permits, the BLM will give the Permittee the option whether to receive refunds or credit overpayments to future permits, less processing costs.
- Q. Equal Opportunity and Nondiscrimination. The Permittee, its employees, and affiliates shall not discriminate against any person on the basis of race, color, sex, national origin, age, or disability or by cortailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments Act of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

FREMONT COUNTY ENVIRONMENTAL HEALTH SERVICES 615 MACON AVENUE, ROOM 212 CAÑON CITY, COLORADO 81212 (719) 276-7460 FAX NUMBER (719) 276-7461

PERMIT FOR THE USE OF PORTABLE CHEMICAL TOILETS Permit Fee \$30.00

Permit #	
Expires:	

Applicant:	Colorado Hill Climb Association
Applicant's Address:	Po Box 6366
City, State, Zip Code:	Colorado Springs Co 80934
Contact Person:	DillonEdizar
Phone #	719-644-4457
Email:	dedigerragnail.com
Property Address (if different from Applicant's):	Tople Course Rd
Fremont County Use-p	ermit and the second
Applicant's Signature:	Date: 7/15/25

As a condition of approval for the use of portable chemical toilets, a copy of a contract from a company that provides portable chemical toilets along with the service and maintenance of the portable chemical toilets must be attached to this form.

Department Use Only:			The second second	94. sup
Comments/Additional Requ	irements:	and Campion		8
		A CARE AND A		
Fremont County Board of F	lealth Approval: If yo	s, attach to applicati	on.	
YES	ALC: NOT		· · · · · · · · · · · · · · · · · · ·	
NO		100 A		
×	Carlos Davis			
Payment Method:		Receipt #:		
Permit Approved		and the second		**************************************

Reviewed By:	
Name:	
Date:	

401 South 9th Street Canon City, CO 81212 (719) 275-0615 HOME OWNERS	WE CHARGE FOR TIME OUT, NOT TIME USED RATES QUOTED COVER 40 HOURS A WEEK, OR 8 HOURS A DAY. TERMS 2% PER MO, FINANCE CHARGE WILL BE MADE ON ALL AMOUNTS UNPAID AFTER 30 DAYS FROM DUE DATE, RESULTING IN AN ANNUAL PERCENTAGE RATE OF 24%, IN EVENT OF DEFAULT, PURCHASER AGREES THAT COLLECTION COST INCLUDING REASONABLE ATTORNEY FEES MAY BE RECOVERED.	By Initials, Lessee declin Dealer agnees to waive o fully set forth on the reven of primary insurance in the occurage as respect to the covarage. BY HIS INITIALS CUSTO WARNING: 40-5-402, UNL FELONY UNLESS THE VV WHICH CASE IT 19 A CLAR LESSEE IS RI IF EQUIPMENT DOES NO TO KEEP EQUIPMENT LO TRUCKS UNDER 21 YEAP	ESPONSIBLE FOR ALL TIRE T WORK PROPERLY, NOTIFY OF CKED OR GUARDED WHEN NOT S OF AGE.	tion of the charges shown belo ir damage to equipment, as mit sapprovide Deater with a certifica- ting all risks of loss to the subj- include proof of physical dama is all liability and property dama MIVER X IENTED PROPERTY IS & CLASS DER ONE-HUNDRED DOLLARS E DAMAGE & REPAIR FICE AT ONCE. LESSEE AGRE
DOBth		8.1	Lo Lo	>c 100
	H (719) 217-20 0 (719) 641-5	A loss of the second	08/29/25	8:00 AM CJS
D#3 BOB 719-21	7-2646	DUE	09/02/25	8:00 AM JET
RESERVATION OTY . ITEM#	c	harge for	1.00 Day(s) EXT AMT	Page: 1
1 1321 DELIVERY (INTOWN) 11 3060 EXTRA SERVICE/PORTABLE 1 312151 EXTRA SERVICE PORTABLE Payments		150.00 27.00 13.00	150,00 297,00 13.00	150.0 297.0 13.0
BY SIGNING BELOW I HERE BY AUTHORIZE CHARGES IN THE AMOUNT ACCORDING TO CARD ISSUER AGREEMENT. WAVE READ THE ENTIRE CONTRACT AND THE PART CONCERNING TH LORADO CRIMINAL LAW GOVERNING SAME AND AGREE TO ALL CONDITIONS.	SALES TAX	0.00 143.52 0.00 0.00		

Canon City (719) 2 HOME C CONTRACTORS, I		NOT TIME USED. BATES QUOTED COVER 40 HOURS A WEEK, OR 8 HOURS A DAY. TERMS 2% PER MO. FINANCE CHARGE WILL BE MADE ON ALL AMOUNTS UNPAID AFTER 30 DAYS FROM DUE DATE, RESULTING IN AN ANNUAL PERCENTAGE BATE OF 24%, IN EVENT OF DEFAULT, PURCHASER AGREES THAT COLLECTION COST INCLUDING REASONABLE ATTORNEY FEES MAY BE RECOVERED.	By initials, Lessee declin Dealer agness to waive of fully set forth on the reven of primary incurrance in to equipment. Furtharmore coverage as respect to the coverage. BY HIS INITIALS CUSTO WARNING: 40-5-402; UNL FELONY UNLESS THE VX WHICH CASE IT IS A CLA LESSEE IS RII IF EQUIPMENT DOES NO TO KEEP EQUIPMENT DOES NO TO KEEP EQUIPMENT DOES NO TO KEEP EQUIPMENT TO	Sartain chaime against Lessee te inered. If declined, Lessee orm acceptable to Dealer, on certificatio of insurance rus e equipment as rented herein; OMER DECLINES DAMAGE 1 AWFUL FAILURE TO RETURIN AWFUL FAILURE TO RETURIN AUF DI THE PROPERTY IS L ESPONSIBLE FOR ALL TH T WORK PROPERLY, NOTIFY O CKED OR GUARDED WHEN NO IS OF AGE.	ration of the charges shown below for damage to equipment, so mo- must provide Dealer with a certifica- ening all risks of toos to the subje- t include proof of physical damag plus all tiability and property damag WAIVER X
	DOBth LicP		29	1940 Sec	
		H (719) 217-2 0 (719) 641-5	CARLEY CONTRACTOR AND ADDRESS	08/29/25	8:00 AM CJS
1D#3 0	BOB 719-2	17-2646	DUE	09/02/25	8:00 AM JET
RESERVATION		C	harge for	1.00 Day(s) EXT AMT	Page: 1 NET AMT
QTY ITEM# MIN HC	URLY OVNITE 8-HOUR	DAY WEEK	4 WEEK	500 - C	
10 9928-0000 \$100.00/D 1 9924-0000 \$150.00/D 1 1527-0000 \$46.00/D 1 1321 11 3060 1 312151 Payments	PORTABLE TOILET SPECI PORTABLE TOILET HANDI PORTABLE SINK DELIVERY (INTOWN) EXTRA SERVICE/PORTABI EXTRA SERVICE PORTABI	.00 100.00 ICAP UNIT 150.00 .00 LE TOILETS	165.00 124.00 150.00 27.00 13.00	1000.00 150.00 46.00 150.00 297.00 13.00	1000.0) 150.0) 46.0) 150.0) 297.0) 13.0)







Temple Canyon Hill Climb

Concession Plan

One concessionaire will be onsite to serve food and beverages at the temple canon hill climb.

Vendor Name: Smashed and Stacked

Menu is as follows:

-Breakfast burritos -Breakfast Sandwiches -Breakfast Bowls -Variety of Hamburgers -Fried Sides -Bottled Water -Tea -Soda -Coffee

STANDBY SERVICES PURCHASE ORDER

Customer Name: Temple Canyon Hill Climb Association

AMR Company: AMERICAN MEDICAL RESPONSE OF COLORADO, INC.

Expiration:

Customer and AMR agree as follows:

 AMR will provide the medical standby services ("Services") set forth below to Customer on these terms and conditions for the Event. The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the medical transportation services industry.

2. Customer shall allow AMR to tour the Event area prior to the Event in order to determine the appropriate location for AMR personnel and vehicles to be positioned during the Event.

3. The Customer will pay AMR the amounts set forth below for the Services. Payment shall be due within thirty (30) days of receipt of invoice by Customer. Any payments not timely made shall accrue interest at the rate of twelve percent (12%) per annum. Additional Services will be charged at the rates set forth. Either party may terminate this agreement with forty-eight (48) hours written notice to the other party. Termination of this agreement shall not relieve Customer of any charges for Services already incurred or any applicable event cancellation fee (as set forth below) already incurred.

4. AMR shall be solely entitled to bill any ill or injured patrons, employees, event performers or other patients requiring medical transportation, and any responsible third party payor, including workers' compensation carriers, for medical transport that may result from the Services. AMR shall be solely entitled to all collections resulting from such billing

AMR reserves the right to utilize its Event personnel and vehicles to respond to a disaster or catastrophe. The Customer will not be charged for any time that AMR resources are diverted to a disaster or catastrophe.

6. AMR represents that it has comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.

Each party will indemnify and hold the other party harmless from and against any liability, claims or damages, including attorneys' fees, resulting from or alleged to result from any negligence or willful or intentional misconduct of the indemnifying party.

8. Each party shall be in material compliance with all applicable laws, rules, and regulations, including the federal Anti-kickback Statute. AMR has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the Customer acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies. Each party represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program and shall not permit ineligible persons to order or provide services hereunder. This Agreement: (a) shall be interpreted and enforced in accordance with the laws of the state where the Event takes place; (b) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; and (c) may be amended only by written instrument executed by both parties.

STANDBY SERVICES PURCHASE ORDER

Customer Name: Temple Canyon Hill Climb Association

AMR Company: AMERICAN MEDICAL RESPONSE OF COLORADO, INC.

Expiration:

9. If the customer cancels an Event after less than two hours prior to the scheduled start time of the Event, the Customer shall pay AMR a cancellation fee calculated by multiplying 2 hours by the applicable hourly rate for the Standby Services.

SCHEDULED STANDBY EVENTS AND CHARGES BASED ON ESTIMATED END TIMES

Date	Day	Start	Scn	End	Description			l.ocatlo	n	7 31 ST		ami, 11)ed?
8/30/2025	Sat	6:45	7:30	17:00	RACEWAY STANDBY			EMPLE C	ANYON	HILL CLI	MB - CANO	ON CITY		
ROBERT I TEMPLE			111111111		LAmb, 1 EMT, 1 PAR	Events:	1	Hours:	9.50	Ante:	\$142.00	Est'd Amt:	\$1,349.00	
8/31/2025	Sun	7:45	8:30	15:00	RACEWAY STANDBY		448 3	TEMPLE	ANYON	HILLCU	MB - CAN	on city	「「「」「「」」	Ø
ROBERT	,0000, (7	719) 217-	2646		LAmb, 1 EMT, 1 PAR	Events	1	Hours	6.50	Rate:	\$142.00	Est'd Amt:	\$923.00	
TEMPLE	CANYON	(HILCU	mb			di la la	4							
Hofstand	ihuer 2			of from	a. 4			Hener	16.00	1997	(unit)	Res'il Amt	69 972 00	

Changes and additions to the previously listed schedule may be made as mutually agreed.

AMB Signature: PrintedName: Tom Titles Admin Supervision 7020 Date:

Customer Signature: MonEdigar Printed Name: Title: Date:

2007 AMII Standby Services Purchase Order Confidential and Proprietary



FREMONT COUNTY FIRE PROTECTION PLAN AND DISTRICT COMMENT FORM

The Fremont County Subdivision Regulations and Fremont County Zoning Resolution require a fire protection plan be submitted with many different types of applications, at the time of application submittal. In order to provide consistency in the information received, it shall be required that these plans be submitted on this form.

The Fremont County Department of Planning and Zoning (Department). Fremont County Planning Commission (Commission) and Fremont County Board of County Commissioners (Board) take into consideration the responses of the Applicant and the District during their respective review process.

Attachments can be made to this form to provide expanded narrative for any application item including supportive documentation or evidence for provided form item answers. Please indicate at the form item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (as an example, the first attached document providing evidence in support of the answer given at application item number 4 would be marked - Exhibit 4.1, the fifth attached document supporting the narrative provided for application item 4 would be marked - Exhibit 4.5). Exhibit numbers should be placed in either the lower right hand area or the upper right hand area of the exhibit.

If the subject property is not in a fire protection district, only applicants' information and map are required. A copy of the Colorado State Forest Service Wildfire Hazard Area Map with the subject property clearly and accurately located, shall be attached and marked as Exhibit A.

. Type of application:	Special Review Use Permit
Zone Change #2 – Use Designation Plan	Conditional Use Permit
Zone Change #2 – Final Development Plan	Temporary Use Permit
Commercial Development Plan	Change of Use of Property
Commercial Development Modification	Subdivision Preliminary Plan
Expansion of an existing Business or Industrial Use	Minor Subdivision
. The subject property is located at: <u>Temple Causer Keed</u> , <u>Freement</u> County R. Address and or General Location (If general location only is	$3 = \frac{3}{100000000000000000000000000000000000$

Fremont County Fire Protection Plan Form 9/28/2016

Lity Water

5. The source of water for fire protection is:

X--- Water District -- Name of District: Conton

page#1 of 5

	Is the well approved for fire protection?	es [_] No Please explain:
0-	Cistern What is the cistern capacity? source for filling the cistern?	
6. Wha	it is the distance from the subject property to the	nearest fire hydrant?
7. Wha	at public roadways provide access to the subject p	property? CR-3
8. How	many accesses to public roadways will the subj	ect property have?
acces roady	the interior roadways existing and or proposed f ss? [A] Yes [] No Please explain by provi way, surface types for all interior existing and p	ding right-of-way and surface widths, length o proposed roadways and turning radii for cul-de
 10. Wha	at are the existing and or proposed interior roady	vay names? <u>CK-3</u>
l I. Is th If ye	ne subject property located within a fire protection as a provide the district name: Contra C	n district? X Yes — No
prote	e subject property is not located within a fire protect the form will be considered completed for submitted ction district then answers to the following will no be addressed by a representative of the fire protection	I. If the subject property is located within a fire to be required, however the remainder of the form
a. V	Vhat is the name of the fire protection district clo	
b. W	Vhat is the distance from the subject property to	
c. Is	s it logical and feasible to annex the subject prop Yes No Please explain:	erty to a fire protection district?
	That types of fire protection improvements a ctures to be housed on the property? Please expl	
	Fremant County Fire Protection Plan For	n 9/28/2016 page # 2 of

By signing this Application, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the application and any attachments to the Application, is true and correct to the best of Applicant's knowledge and belief.

Applicant understands that any required private or public improvements imposed as a contingency for approval of the application may be required as a part of the approval process.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Board regarding the Application to be null and void.

Signing this Application is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this Application, provided that the same is in conformance with the Fremont County Zoning Resolution.

ent 1 Applicant Printed Name

and Signature

4-24-25

Owner Printed Name

Signature

Date

FIRE PROTECTION AUTHORITY INFORMATION

1. The name of the fire protection authority is: Can in City HEPD
2. Name of contact person: David DelVerchio
Title: Fire Chief Telephone: 719-275-8666
3. The name and address of the responding fire station is: <u>54.1-2, 1349 Elm Ase</u>
4. The distance from the subject property, by public roadway, to the responding fire station is:7.5 miles
5. The estimated response time to the subject property is: 20 minutes
6. The location of the closest fire hydrant to the subject property is: <u>(R-3 (MAApos A</u>
7. Is the existing hydrant size and location adequate for the existing neighborhood and the proposidevelopment? Yes — No Please explain: <u>N14</u>
8. Are the existing public roadways accessing the subject property adequate for fire vehicle access V Yes $-\Box$ No Please explain: $E \neq 19 \pm 109$
9. Are the interior roadways existing and or proposed for the subject property adequate for fire vehicl access? ☑ Yes □ No Please explain: Kit ing
10. Are the proposed fire protection measures adequate for any existing or proposed structures to housed on the subject property? Yes No Please explain: <u>N/A</u>
11. What are the wildfire hazard classifications for the subject property, as prepared by the Colora State Forest Service?

12. Recommendations concerning fire protection in general, fire protection improvements, suggested road names, for this project are as follows: NOTE: Be sure to list type, size and location of improvements recommended (i.e.; hydrants, water lines, cisterns, dry hydrants, roadway improvements, etc.). Please indicate whether recommendations or requirements are the result of codes or regulations, and provide supporting information which will assist the Planning Commission and the Board of County Commissioners to determine whether to adopt any or all of the recommendations as requirements of the permit.

Fire/Ems provided by Conon City AFRA Evend will have a detail engine and firefishters for Standby Othe went for both days (August 30-31). Costs to be determined by the Fire Chief and Approved event SPONSOFS Fire Chief 7/24/25

Signature and title of Authorized Fire Protection Representative

Date

Fremont County Fire Protection Plan Form 9/28/2016

COLORADO HILL CLIMB ASSOCIATION

The Canon City Fire Protection District has been notified by the Colorado Hill Climb Association of the Temple Canyon Hill Climb races that will be held on August 30-31, 2025, on County Road 3, Canon City, Colorado. The CHCA is also requesting that Canon City Fire Protection District supply a type 6 fire truck and personnel to be on site during the operating times of the event.

Rolt Deple

Robert Dodd Co-Race Director

Canon City Fire Protection District

Chy Duti

COLORADO HILL CLIMB ASSOCIATION

The Fremont County Sheriff's Department has been notified by the Colorado Hill Climb Association of the Temple Canyon Hill Climb races that will be held on August 30-31, 2025, on County Road 3, Canon City, Colorado. The CHCA will notify the county 911 system of any law enforcement that may be required during the event.

Roht Dester

Robert Dodd

Co-Race Director

4 1. Fremont County Sheriff's Office

COLORADO HILL CLIMB ASSOCIATION

St. Thomas More Hospital personnel and emergency room staff of Canon City, Colorado have been notified of the Temple Canyon Hill Climb to be held on August 30-31, 2025. The CHCA will have emergency personnel on site for this event. Per the operating plan for the hill climb event, local hospitals and staff are notified of the event in advance.

Robot Destal

Robert Dodd

Co-Race Director

St. Thomas More Hospital

Ani



ACORD	CERTIF	ICATE OF LIA	BILITY INS	URANC	E	DATE (MM/DD/YYY 3/19/2025
THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRM BELOW. THIS CERTIFICATE OF REPRESENTATIVE OR PRODUCER	ATIVELY OR	NEGATIVELY AMEND, DOES NOT CONSTITU	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED E	BY THE POLICIE
IMPORTANT: If the certificate hold If SUBROGATION IS WAIVED, sub this certificate does not confer righ	er is an ADD ect to the ter	ITIONAL INSURED, the rms and conditions of the	e policy, certain p	olicies may		
RODUCER AssuredPartners Colorado			NAME:	Ladie wie	I FAX	
582 S. Ulster St., Suite 600			(A/C. No. Ext): 300-00			303-861-7502
enver CO 80237			ADDRESS: APCOIG			
			INSURER A : Underwi	and the second second second	RDING COVERAGE	1579
SURED		COLOHIL-01	INSURER B :	ners At Lloyd		
olorado Hill Climb Association			INSURER C :	an di seria di seria. Catilati di Sulta		
O Box 6366 olorado Springs, CO 80934			INSURER D :	2011		
diordae epinige, ee cooci			INSURER E :			
			INSURER F :			
	A REAL PROPERTY AND A REAL PROPERTY A REAL PRO	E NUMBER: 1430502891			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLIC INDICATED. NOTWITHSTANDING AN' CERTIFICATE MAY BE ISSUED OR M EXCLUSIONS AND CONDITIONS OF SL SRI	REQUIREME	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY CONTRACT	OR OTHER	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO WHICH TH O ALL THE TERM
R TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	(MM/OD/YYYY)	(MM//DD/YYYY)	Contraction of the second s	The second second second
		B0180PN2507716	4/21/2025	4/21/2026	EACH OCCURRENCE DAMAGE TC RENTED	\$ 1,000,000
X CLAIMS-MADE OCCUR					PREMISES (Es occurrence)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1.000,000
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC					GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:					Deductible	\$ 5,000
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Es accident)	s
ANY AUTO		- 1. - 1.			BODILY INJURY (Per person)	\$
AUTOS ONLY SCHEDULED					BODILY INJURY (Per accident)	\$
HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
						\$
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$
EXCESS LIAB CLAIMS-N	ADE				AGGREGATE	\$
DED RETENTION \$						\$
AND EMPLOYERS' LIABILITY	<u>/N</u>				PER STATUTE ER	
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA				E.L. EACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYER	
					EL: DISEASE - POLICY LIMIT	•
SCRIPTION OF OPERATIONS / LOCATIONS / W ureau of Land Management - DOI Wh rect written contract with the named in	te River Field	Office is recognized as A	dditional Insured with	respects to t	he General Lighility notice	r only if required b by the policy.
			CANCELLATION			
Bureau of Land Management- DOI White River Field Office 220 E Market St. Meeker CO 81641			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE			

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

s of ACORD



Western Surety Company

WE TEAM SUBSTY COMEANY . DHE OF ANARICA I OLDELT ECCOLDE

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No.	66642219 briefly
described as SPECIAL USE PERMIT CITY OF CANON CITY	
for COLORADO HILL CLIMB ASSOCIATION	······,
	, as Principal,
in the sum of \$ TWENTY THOUSAND AND NO/100	_ Dollars, for the term beginning
<u>May 05</u> , 2025, and ending <u>May 05</u>	, <u>2026</u> , subject to all
the covenants and conditions of the original bond referred to above.	
This continuation is issued upon the express condition that the liab	ility of Western Surety Company

under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

By .

Dated this 13th day of March 2025

5 U.H.E.S.Y

CONFANY

TERM

WESTERN SURETY COMPANY



Lasten, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

0 ...

Form 90-A-6-2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

	Larry Kasten	of	Sioux Falls	
State of	South Dakota	, its regularly elected	Vice President	

as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One SPECIAL USE PERMIT CITY OF CANON CITY

bond with bond number 66642219

Form F9701

for COLORADO HILL CLIMB ASSOCIATION

as Principal in the penalty amount not to exceed: \$20,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof,	the said WESTERN SURETY COMPANY has	caused these presents	to be executed by its
Vice President		day of March	2025

ATTEST PL dia	WE7) WE	STERN SUR	ETY COMPANY
L. Bauder, Assistant Secret STATE OF SOUTH DAKOTA COUNTY OF MINNEHAHA	ary By		Larry Kasten, Vice President
On this <u>13th</u> day of <u>March</u> Larry Kasten	, <u>2025</u> and	_, before me, a Notary L. Bauder	Public, personally appeared
1 s.s. 7. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	STERN SURETY C	DOMPANY, and ackno Source States Bebruary 12, 2027	



AFERICAS

PLOKIT LONDING

COMPANIES

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No.	66642219	briefly
described as SPECIAL USE PERMIT CITY OF CANON CITY		
for COLORADO HILL CLIMB ASSOCIATION		,
		, as Principal,
in the sum of \$ TWENTY THOUSAND AND NO/100	Dollars, for th	ne term beginning
<u>May 05</u> , <u>2025</u> , and ending <u>May 0</u>)5, 2026	, subject to all

the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 13th day of March , 2025 .

WESTERN SURETY COMPANY



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

ARTAIFA

Form 90-A-6-2023

WESTERN SUBERY



Temple Canyon Hill Climb

Traffic Control/Parking Details

By: Colorado Hill Climb Association For: Fremont County, TUP

Rev. 0

April 19, 2023


Traffic Control Details

- We will have officials with radios at all check points and traffic control points 1-9 to stop any incoming traffic.
- We will allow traffic that has been stopped at any check point to use the road once a race run has been completed and the race cars have returned to the pit area.
- We do either a radio sweep or a vehicle sweep of the road, to make sure it is clear before resuming racing.
- In the event of an emergency evacuation, we will have all officials direct traffic either uphill or downhill based on the advice of the on-scene Fire officials.
- Once the race has concluded on both days, we will open all check points to the public for normal operations.
- All traffic operations during the event are the responsibility of Race Control.
- Spectators will be allowed to park in the designated parking area (start line) or designated safety stations only.

Saturday (as many practice runs as we can get in)

- 6:00 AM Safety/Officials Meeting in pit area, Driver's check-in in the pit area
- 7:00 AM Drivers Meeting in pit area
- 7:40 AM Road closes to all up and down hill traffic
- 7:47 AM Sweep Vehicles starts to clear road
- 8:00 AM First race car leaves the start Line
- 5:00 PM ~ End of the day, will reopen road to all traffic (End time can vary, we will end when the current run concludes)

Sunday (two timed runs, and Possible Mechanics Race)

- 7:00 AM Safety/Officials Meeting in pit area, Driver's check-in in the pit area.
- 8:00 AM Drivers Meeting in pit area.
- 8:40 AM Road closes to all up and down hill traffic
- 8:47 AM Sweep Vehicles starts to clear road.
- 9:00 AM First race car leaves the start Line.
- 12:00 PM Thirty-minute lunch (Lunch start time can vary; we will start it when the first run concludes)
- 5:00 PM ~ End of the day, will reopen road to all traffic (End time can vary, we will end when the current run concludes)

NOTES:

If Jeep tours or Keller's arrive at start line checkpoint, race vehicles will be stopped within 5 minutes and will be allowed to traverse temple canyon road within 10 minutes.



FREMONT COUNTY FIRE PROTECTION PLAN AND DISTRICT COMMENT FORM

The Fremont County Subdivision Regulations and Fremont County Zoning Resolution require a fire protection plan be submitted with many different types of applications, at the time of application submittal. In order to provide consistency in the information received, it shall be required that these plans be submitted on this form.

The Fremont County Department of Planning and Zoning (Department), Fremont County Planning Commission (Commission) and Fremont County Board of County Commissioners (Board) take into consideration the responses of the Applicant and the District during their respective review process.

Attachments can be made to this form to provide expanded narrative for any application item including supportive documentation or evidence for provided form item answers. Please indicate at the form item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (as an example, the first attached document providing evidence in support of the answer given at application item number 4 would be marked - Exhibit 4.1, the fifth attached document supporting the narrative provided for application item 4 would be marked - Exhibit 4.5). Exhibit numbers should be placed in either the lower right hand area or the upper right hand area of the exhibit.

If the subject property is not in a fire protection district, only applicants' information and map are required. A copy of the Colorado State Forest Service Wildfire Hazard Area Map with the subject property clearly and accurately located, shall be attached and marked as Exhibit A.

 Type of application: Zone Chang 	e#1	Special Review Use Permit
	e #2 – Use Designation Plan	Conditional Use Permit
The second s	e #2 - Final Development Plan	Temporary Use Permit
At the second seco	Development Plan	Change of Use of Property
Commercia	Development Modification	Subdivision Preliminary Plan
Expansion of	of an existing Business or Industrial	Use 🔲 Minor Subdivision
Address and or Gen description of the su	eral Location (If general location of bject property be attached Marked a	ily is used, it will be required that a legal s Exhibit 3.1) [] An exhibit is attached.
Fire protection will b	e provided in what manner and with	what resources? A Fine appare, Fire Department

X -- Water District -- Name of District: Compan City Water

page # 1 of 5

	Gallons - What is the cistern capacity? Gallons - What is the wate source for filling the cistern?				
	What is the distance from the subject property to the nearest fire hydrant?				
	What public roadways provide access to the subject property? $CR-3$				
}.	How many accesses to public roadways will the subject property have? 2				
).	Are the interior roadways existing and or proposed for the subject property adequate for fire vehicl access? X Yes No. Please explain by providing right-of-way and surface widths, length o roadway, surface types for all interior existing and proposed roadways and turning radii for cul-de sacs.				
10	. What are the existing and or proposed interior roadway names? <u>CR-3</u>				
1	. Is the subject property located within a fire protection district? X Yes — No If yes, please provide the district name: Contra City AFAI If the subject property is not located within a fire protection district please answer the following question and the form will be considered completed for submittal. If the subject property is located within a fir protection district then answers to the following will not be required, however the remainder of the form shall be addressed by a representative of the fire protection district in which the subject property is located				
	a. What is the name of the fire protection district closest to the subject property?				
	 a. What is the name of the fire protection district closest to the subject property? b. What is the distance from the subject property to the nearest fire protection district boundary? 				

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authorization on behalf of the Applicant, hereby certifies that all information contained in the application and any attachments to the Application, is true and correct to the best of Applicant's knowledge and belief.

Applicant understands that any required private or public improvements imposed as a contingency for approval of the application may be required as a part of the approval process.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Board regarding the Application to be null and void.

Signing this Application is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this Application, provided that the same is in conformance with the Fremont County Zoning Resolution.

obert Don Applicant Printed Name

Signature

4-24-25 Date

Date

Owner Printed Name

Signature

Fremont County Fire Protection Plan Form 9/28/2015

FIRE PROTECTION AUTHORITY INFORMATION

1. The name of th	he fire protection authority is: Cunum (ity HFPD
2. Name of conta	et person: David DelVerchio
	e Chief
3. The name and	address of the responding fire station is: $G_{A} - 2$, $1379 \in I_{m}$ Ave
	from the subject property, by public roadway, to the responding fire station is:7. ≤ 1000 Marks
5. The estimated	response time to the subject property is: 20 minutes
6. The location c	of the closest fire hydrant to the subject property is: $(R-3) \oplus M_A \cap posp$
- COLUMN THEORY COLUMN TO COLUMN TO COLUMN TWO	hydrant size and location adequate for the existing neighborhood and the proposed Yes No Please explain: <u>N / A</u>
	ng public roadways accessing the subject property adequate for fire vehicle access? No Please explain: $\underline{E \neq i \neq i \rightarrow fi}$
	r roadways existing and or proposed for the subject property adequate for fire vehicle $s - \Box$ No Please explain: $Existing$
	osed fire protection measures adequate for any existing or proposed structures to be
housed on the	subject property? Yes - No Please explain: <u>N/A</u>

12. Recommendations concerning fire protection in general, fire protection improvements, suggested road names, for this project are as follows: NOTE: Be sure to list type, size and location of improvements recommended (*i.e.*; hydrants, water lines, cisterns, dry hydrants, roadway improvements, etc.). Please indicate whether recommendations or requirements are the result of codes or regulations, and provide supporting information which will assist the Planning Commission and the Board of County Commissioners to determine whether to adopt any or all of the recommendations as requirements of the permit.

end will have a detail engine and firehouters for tond by a the went for both days (Angust 30-31). ts to be determined by the Fire Chief at sponsors Fire Chie 1/24/25

Signature and title of Authorized Fire Protection Representative

Fremont County Fire Protection Plan Form 9/28/2016



Fw: Temple Canyon Hill Climb

2 messages

chcasafety@yahoo.com <chcasafety@yahoo.com> Reply-To: "chcasafety@yahoo.com" <chcasafety@yahoo.com> To: Dillon Ediger <dedigerrr@gmail.com> Wed, Jul 9, 2025 at 12:05 PM

----- Forwarded Message -----From: Hunt - CDPS, Chad <chad.hunt@state.co.us> To: chcasafety@yahoo.com <chcasafety@yahoo.com> Cc: Lana Evans - CDPS <lana.evans@state.co.us> Sent: Wednesday, July 9, 2025 at 11:42:36 AM MDT Subject: Re: Temple Canyon Hill Climb

Good morning, Bob,

I have received your letter and have no concerns. I see that you state that you will coordinate with FCSO for any law enforcement matters and security. I would also suggest reaching out to CCPD for their awareness since traffic on Hwy 50 in Canon City may be affected.

I hope you have a safe and successful event!!

On Tue, Jul 8, 2025 at 10:38 PM chcasafety@yahoo.com <chcasafety@yahoo.com> wrote:

2025 Temple Canyon Hill Climb

Colorado Hill Climb Association

July 8, 2025

Captain Chad Hunt, Colorado State Patrol

Please be advised that the Colorado Hill Climb Association is planning to have the Temple Canyon Hill Climb race on August 30-31, 2025, located on Fremont County Road 3. We will continue to follow the directions that we have previously discussed with Captain Smith to include:

Contracting with Canon City Fire Protection District to stage an apparatus at the event; contracting with AMR ambulance to stage a paramedic crew at the event; contacting Fremont County Sheriff's Office for law enforcement matters and security at the event if needed; notify the hospital of the event to assist with their planning efforts; our staff will coordinate emergency responses with FreComm by calling 911 to report emergencies; our staff will have a central radio communications system using VHF radios; radio communications will allow additional public safety vehicles to safely access the road during the closure if the need arises; Fremont County Road 3 will be closed to the public and rules of the road are suspended during the event; to assist with congestion in Canon City and on Highway 50, following the event, exiting traffic will be staggered.

Please advise me that you have received this letter and notify me if there are any changes you would like implemented.

Thank You,

Bob Dodd, Race Director

3420 Richmond Drive

Colorado Springs, CO 80922

719-217-2646

Lana.evans@state.co.us

Cc: chcasafety@yahoo.com

Captain Chad J Hunt Cell 303-903-8482 Colorado State Patrol Troop 2A Commander 600 W. 3rd St Suite C Florence, CO 81226 chad.hunt@state.co.us

ColoradoStatePatrol.com FaceBook.com/ColoradoStatePatrol Twitter.com/CSP_News

Dillon Ediger <dedigerrr@gmail.com> To: Robert Dodd <chcasafety@yahoo.com>

Thank you [Quoted text hidden] Wed, Jul 9, 2025 at 12:27 PM

official - nw. rempia canyon mercenno

COLORADO HILL CLIMB ASSOCIATION

St. Thomas More Hospital personnel and emergency room staff of Canon City, Colorado have been notified of the Temple Canyon Hill Climb to be held on August 30-31, 2025. The CHCA will have emergency personnel on site for this event. Per the operating plan for the hill climb event, local hospitals and staff are notified of the event in advance.

Relat Destal

Robert Dodd Co-Race Director

St. Thomas More Hospital

COLORADO HILL CLIMB ASSOCIATION

The Fremont County Sheriff's Department has been notified by the Colorado Hill Climb Association of the Temple Canyon Hill Climb races that will be held on August 30-31, 2025, on County Road 3, Canon City, Colorado. The CHCA will notify the county 911 system of any law enforcement that may be required during the event.

Roht Devel

Robert Dodd

Co-Race Director

4/-Fremont County Sheriff's Office

COLORADO HILL CLIMB ASSOCIATION

The Canon City Fire Protection District has been notified by the Colorado Hill Climb Association of the Temple Canyon Hill Climb races that will be held on August 30-31, 2025, on County Road 3, Canon City, Colorado. The CHCA is also requesting that Canon City Fire Protection District supply a type 6 fire truck and personnel to be on site during the operating times of the event.

Rola Dester

Robert Dodd Co-Race Director

Canon City Fire Protection District

Chy Suti

Temporary Use Authorization

I <u>L) vyd</u> Domer Hereby authorize the Colorado Hill Climb Association (CHCA) to use the land located at <u>12868</u> completed 3 for the Temple Canyon Hill Climb on The Dates of $\frac{3}{3}v25 - \frac{3}{25}v25}$.

Hyd alonn

Form 2930-2 (June 2026)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

SPECIAL RECREATION PERMIT

(16 U.S.C. 6801 et seq., 43 U.S.C. 1701 et seq., 43 CFR Group 2930)

Permit No.

CO-200-RG-RU-25-02

BLM Issuing Office

Royal Gorge Field Office

Permittee	Colorado Hill	Climb	Association
-----------	---------------	-------	-------------

Authorized Representative Dillon Ediger	
Address	Phone Number (719) 644-4457
PO Box 6366	Email Address dedigerrr@gmail.com
Colorado Springs, CO 80934	Fax Number
	Web Site www.chcaracing.com
Permit is for (check all that apply): Commercial Use Competitie	ve Use 🖸 Organized Group Activity or Event 🗌 Vending
Date Issued 01/31/2025 Date Expires 09/15/25	Terms greater than one year subject to annual validation)
Seasonal or other period of use limitations	
Permit Fee Formula Both commercial and competitive: Greatest If other, specify:	of \$130/year or \$7/participant/day or 3% of gross revenue
Special Area Fees Apply: 🗌 Yes 🗹 No. Special Area Fee	
Minimum insurance coverage requirements High Risk: \$1,000,000 p	er occurrence, \$ annual aggregate
Permit is valid only if a current Certificate of Insurance, listing the United	States of America as additional insured, is on file with the issuing BLM Office
Post use report due date(s) September 30, 2025 Bot	nd Requirement: 🗹 None Bond Amount
Purpose and activities authorized	
Motorized vehicle hill climb race - two day event Related use of adjacent BLM lands for spectators a	nd camping
Approved Area of Operation	
Temple Canyon Road (Fremont County Road 9) for lands.	3.2 miles to the top of the hill and adjacent BLM
Certification of Information: 1 certify use of this permit will be as per to comply with any conditions required by the BLM including the Generator form and any additional stipulations which may be attached. Additional Stipulations are attached: Yes INO	he operating plan on file with the BLM. I acknowledge I am required I Terms and Permit Stipulations listed on the following pages of this
alle	1/29/2025
(Permittee Signature)	(Date)
Approved and issued for the conduct of permitted activities and locations s subject to General Terms and Permit Stipulations and any additional stipul	hown on this permit and in conformance with the operating plan. Permit is ations attached.

(BLM Authorized Officer Printed Name)

(BLM Authorized Officer Signature)

(Date)

GENERAL TERMS AND PERMIT STIPULATIONS

- A. Compliance with laws, regulations, and other legal requirements. The Permittee shall comply with all Federal, State, and local laws ordinances, regulations, orders, postings, or written requirements applicable to the area or operations covered by the Special Recreation Permit (SRP). The Permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State, an local licenses, certifications, or registrations. The Permittee shall ensure compliance with these requirements by all agents of the Permittee and by all clients, customers, participants, and spectators under the Permittee's supervision.
- B. Modification, Suspension, Termination. An SRP authorizes specific uses of the public lands and related waters and when circumstances warrant, the permit may be modified by the BLM at any time, including modifying or limiting the amount of use. The Authorized Officer may suspend or terminate an SRP if necessary to protect public resources, health, safety, the environment, or because of non-compliance with permit stipulations. Actions by the BLM to suspend or terminate an SRP are appealable.
- C. Permit Value & Operating Rights. No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit is not to be considered property on which the Permittee shall be entitled to earn or receive any return, income, price, or compensation, and may not be used as collateral for a loan. In the event of default on any mortgage or other indebtedness such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the Permittee's SRP. This permit, which can be suspended or terminated, is not a contract or a lease, but rather a Federal license.
- D. Non-Exclusive Use. Unless expressly stated, the SRP does not create an exclusive right to use an area by the Permittee. The Permittee shall not interfere with other valid uses of the Federal land by other users. The United States reserves the right to use any part of the are for any purpose.
- E. Subcontracting. Where the BLM authorizes a Permittee to subcontract a portion of the permitted activities, the Permittee must retain operational control of the permitted activities and must comply with any applicable special stipulations related to contractors and subcontractors which may include, but are not limited to, provisions regarding permit compliance, fee payment, reporting requirements and insurance requirements.
- F. Advertising. All printed, electronic, and oral advertising and representations made to the public and the Authorized Officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, the Permittee will not seek or obtain trademark rights, use, or incorporate the names, trademarks, or logos of the BLM, the Government, or their employees in any advertising, promotional materials, sales literature, or on any product without the prior written approval of the BLM for the specific use. The Permittee shall not state or imply that the Government or any of its organizational units or employees endorses any product, service, or activity as being conducted by the BLM. The BLM does not directly or indirectly endorse any product or service provided, c to be provided, by the Permittee whether directly or indirectly related to this SRP. The Permittee may not portray or represent the permitee stat. The Permittee must furnish the Authorized Officer with a current brochure or website, including pric list.
- G. Responsibility of Permittee. The Permittee assumes responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, landslides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous flora/fauna, abandoned mines, or other hazards that present risks for which the Permittee assumes responsibility.
- H. Resource Protection. The Permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon completing the permitted activities, the lands must be restored as nearly as possible to pre-existing conditions.
- I. Display of Permit. The Permittee, Permittee's employees, agents, and Authorized Officer approved subcontractors, must present or display a copy of the SRP to an Authorized Officer's representative or law enforcement personnel, upon request. If required, the Permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.
- J. Operating Plan. The operating plan submitted in the application corresponding to this permit is incorporated as the operating plan for this permit. Any changes to a Permittee's operations as described in this plan must be requested in writing to the BLM and approved in writing by the BLM. This request must receive prior written approval from the BLM Authorized Officer before any operating plan changes can take effect.
- K. Accounting Records. The Authorized Officer, or other duly authorized representative of the BLM, may examine any of the books, documents, papers, or records pertaining to the permit or transactions related to it, in the custody, control, or possession of the Permittee or its employees, business affiliates, or agents for up to 3 years after expiration of the permit. For permits with fees greater than \$10,000 annually, when requested by the BLM, the holder, at their own expense, shall have their annual accounting records audited by an independent public accountant acceptable to the BLM. The permit holder must maintain internal accounting records pertaining to

this authorized use, and these records must be readily discernible from accounting transactions with other permits, business endeavors, or personal use. Accounting records must include the following:

- 1. A recordkeeping procedural outline or process plan.
- Customer receipt deposit log or similar detailed information, which includes at a minimum: (A) Customer identifier; (B) Location identifier; (C) Dated deposit and amount; (D) Gross fee collected; (E) Subtotal after each customer transaction; (F) Grand total after each deposit; (G) Grand total of year-end receipts.
- Corresponding monthly bank statement ledgers to the customer receipt deposit log or other compensation attributed to activities conducted under this permit.
- 4. Price advertisements.
- 5. Original customer reservation listings or event registration sheets.
- A record of all financial relationships with booking agents, advertisers, subcontractors, and business affiliates connected to permitted use.
- A record of all receipts or compensation including payments, gratuities, donations, gifts, bartering, etc., received from any source conducted under the permit.
- A record of all payments made by the permit holder and claimed as a deduction in the permit holder fee submission. Records consist of receipts, debit transaction logs, bank statements, or similar records.
- 9. W-2 records or other similar records of employment for all employees conducting activities under the permit.
- L. Revenue Reporting. The Permittee must submit a post-use report and any other required forms to the Authorized Officer by the due dates shown on the permit or annual validation. If the post-use report is not received by the established deadline, the permit may be suspended or terminated, and/or late fees assessed. The post-use reports for permits for commercial use must contain a trip-by-trip log of trip location, beginning and ending dates of each trip, number of clients, number of employees (including contractors and volunteers), and gross receipts for the trip. Post use reports for all permit types must contain the information requested by the BLM. Deductions based on pre- and post-trip transportation and lodging expenses and discounts based on percentage of time, acres, or miles off of public land, if being claimed, must be requested by the Permittee and approved by the BLM in writing in advance of the report submission. Receipts are required for all claimed deductions, including transportation and lodging, and must show proof of payment.
- M. Resource Damage and Injury Reporting. The Permittee shall notify the Authorized Officer in writing within 24 hours of any incident that occurs while involved in activities authorized by this permit which results in death, personal injury requiring admission to a hospital, emergency evacuation, or in property damage greater than \$2,500 (lesser amounts if established by State law). The Permittee shall coordinate with the BLM and, in accordance with applicable law, submit any documentation related to the incident, including reports, within a time frame agreed upon with the Authorized Officer.
- N. Indemnification. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the United States and its officers, employees, agents, volunteers, and representatives from all liability, arising out of or resulting from the permitted activities and operations. The permitted activities and operations include all activities and operations occurring within locations identified in the permit area of operation, permit map, operating plan, and any associated published closure notices. The BLM issues this permit upon the express condition that the United States and its officers, employees, agents, volunteers, and representatives will be free from all liability arising out of, or resulting from, the permitted activities and operations. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, volunteers, and representatives from and against all liability arising out of, or resulting from, the permitted operations or activities.
- O. Insurance. If required by the Authorized Officer, the Permittee shall carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents, employees, volunteers, and contractors in carrying out activities and operations under this permit. The permitted activities and operations include all locations within the permit area of operation, permit map, operating plan, and associated published closure notices. The policy shall name the United States of America as additional insured, with waiver of subrogation against the United States, and must be issued by a company licensed to do business and in good standing in the state(s) covered by this permit. The Permittee agrees to have on file with the BLM copies of the above insurance with the proper endorsements.
- P. Fee Payment. The Permittee must pay the required fees before the BLM will authorize the use identified in the permit. For installment payments when more than \$1,000 is owed, the Permittee must sign and submit a BLM promissory note, which must also be signed by the Authorized Officer. For multi-year permits, final payments may be adjusted based on post-use reports. For multi-year commercial permits, excess payments will be applied toward the following year's or season's estimated fee. For permits other than multi-year commercial permits, the BLM will give the Permittee the option whether to receive refunds or credit overpayments to future permits, less processing costs.
- Q. Equal Opportunity and Nondiscrimination. The Permittee, its employees, and affiliates shall not discriminate against any person on the basis of race, color, sex, national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments Act of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

Fremont County Dept of Transportation has advised the Colorado Hill Climb Association that they will provide a bill for road use as part of the D&C letter once the TUP Application is submitted.