



REGULAR MEETING OF THE CITY COUNCIL  
& THE LOCAL LICENSING AUTHORITY

448 E. 1<sup>st</sup> Street, Room 190

Salida, Colorado 81201

Tuesday, October 15, 2019 - 6:00 p.m.

**AGENDA**

1. Call to Order
  - a. Pledge of Allegiance – Led by Mayor Wood
  - b. Roll Call
2. Consent Agenda
  - a. Approval of Agenda
  - b. Approval of Meeting Minutes – October 1, 2019
  - c. Approval of Fee Waiver for elevateHER
  - d. Approval of Poncha Meadows Sewer Extension Agreement
3. Citizen Comment – 3 minute time limit
4. Local Licensing Authority
  - a. Public Hearing for Transfer of Hotel & Restaurant Liquor License for Mo Burrito LLC dba Mo Burrito (Clerk)
5. Unfinished Business / Action Items
6. New Business / Action Items
  - a. Resolution 2019-50 Public Hearing for Consideration of River Ridge Major Subdivision (Community Development)
  - b. Resolution 2019-51 Supporting a GOCO Grant Application for Salida Skateparks (Parks and Recreation)
  - c. Resolution 2019-52 Supporting GOCO Grant Application for Mountain Heritage Park (Parks and Recreation)
  - d. Resolution 2019-53 Supporting Measure 5A – Annexation into the Colorado Mountain College District (Administration)
  - e. Resolution 2019-54 Approving a Buyer's Settlement Statement and Quit Claim Deed for the Purchase 64.43 Acres from the Union Pacific Railroad, Authorizing the Expenditure of Funds in the Amount of \$226,813.56, and Authorizing the Mayor to Execute the Closing for Property in the Arkansas Hills Area (Administration)

*Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Deputy City Clerk at 448 E. 1<sup>st</sup> Street, Ste. 112, Salida, CO 81201, Ph.719-530-2630 at least 48 hours in advance.*

- f. First Reading and Setting a Public Hearing for Ordinance 2019-14 Amending the Salida Municipal Code as it Relates to Code Violations and Penalties (City Attorney)
  - g. Request for Property Donation – Chaffee Housing Trust (Administration)
7. Councilmembers, Mayor and City Treasurer Reports
- Councilors Bowers, Shore, Templeton, Critelli, Brown-Kovacic, Kasper, Mayor Wood
  - Treasurer Pappenfort
  - Chaffee County Development Services October Report
  - Staff Reports
8. Executive Session(s)
- a. For the purpose of conferences with an attorney for the public entity for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b).
  - b. For the purpose of discussing the purchase, acquisition, lease, transfer, or sale of real, personal or other property interest under C.R.S. Section 24-6-402(4)(a); for conferences with an attorney for the public entity for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); and for determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e).
9. Adjourn

[SEAL]

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City Clerk/Deputy City Clerk

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Mayor P.T. Wood



REGULAR MEETING OF THE CITY COUNCIL  
448 E. 1<sup>st</sup> Street, Room 190  
Salida, Colorado 81201  
Tuesday, October 1, 2019 - 6:00 p.m.  
**MINUTES**

1. Call to Order
  - a. Pledge of Allegiance – Led by Mayor Wood
  - b. Roll Call – Mayor Wood, Shore, Templeton, Critelli, Bowers, Kasper, Brown-Kovacic
2. Consent Agenda
  - a. Approval of Agenda
  - b. Approval of Meeting Minutes – September 17, 2019
  - c. Approval of Holiday Park Fee Waiver Request
  - d. Touber Building HVAC Maintenance Contract with Tolin Mechanical

**Shore made a motion to combine and approve the items of the consent agenda. Seconded by Brown-Kovacic. With all in favor, THE MOTION PASSED.**

3. Citizen Comment –
  - Adam Martinez spoke of a meeting with the City Administrator, Councilor Shore and the Police Chief regarding a trash problem in his neighborhood.
4. Unfinished Business / Action Items
5. New Business / Action Items
  - a. Resolution 2019-48 Accepting a Segment of Right-of-Way for Confluence Road (Community Development)

**Community Development Director Glen Van Nimwegen presented background to the Resolution. Bowers made a motion to approve Resolution 2019-48. Seconded by Brown-Kovacic. With all in favor, THE MOTION PASSED.**

- b. Resolution 2019-49 Certifying Delinquent Charges, Assessments, or Taxes to the Chaffee County Treasurer to be Added to the 2019 Tax Roll (Finance Department)

**Finance Director Aimee Tihonovich presented information on the resolution. Brown-Kovacic and Critelli asked about accounts that are repeat offenders. Kasper asked about a hardship program with utility bills; Tihonovich stated that the Finance Department works with delinquent accounts by setting up payment plans. Bowers for clarification about a lien on a particular property, which Van Nimwegen clarified. Brown-Kovacic asked about a donation program for utilities for families in need of assistance. Brown-Kovacic made a motion to approve Resolution 2019-49. Seconded by Kasper. With all in favor, THE MOTION PASSED.**

- c. Consideration of Guaranteed Maximum Price for Contract with DSI for Soaking Pools Project (Recreation Department)

**Parks and Recreation Director Diesel Post discussed the contract with DSI for the soaking pools. Brown-Kovacic asked about the process; DSI Owner John Diesslin responded to questions about the process. City Administrator Drew Nelson clarified the schedule of the process and the associated costs throughout. Kasper made a motion to not enter into the contract with DSI for construction of the soaking pools. Seconded by Critelli. With all in favor, THE MOTION PASSED.**

6. Councilmembers, Mayor and City Treasurer Reports

- Bowers had nothing.
- Shore had nothing.
- Templeton spoke of Nancy McAninch.
- Critelli gave update on the airport; there are six helicopters staged for fire suppression with the Decker Fire. Also, Saturday is the Salida Starlets and Critelli is emceeding. Critelli asked for an update on the OpenGov presentation, which was provided by Mayor Wood.
- Brown-Kovacic commented on the 4<sup>th</sup> grade bike helmet program and was very impressed with the program. Brown-Kovacic asked about a parking update by AHRA. Brown-Kovacic also inquired about Two Rivers/gateway project.
- Kasper had nothing.
- Mayor Wood talked about the intergovernmental meeting in Poncha Springs September 30, 2019. Mayor Wood mentioned the upcoming NetZero conference in Utah, which he and Councilor Kasper would be attending. The Mayor talked about the OpenGov presentation; the Mayor was very impressed with the software as a great way to present the City's finances to the public.
- Treasurer Pappenfort
  - o Sales/Marijuana Tax Report
  - o July 2019 Budget to Actual Comparison

7. Adjourn at 6:52pm.

[SEAL]

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City Clerk/Deputy City Clerk

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Mayor P.T. Wood



**elevateHER**

empowering girls through outdoor adventure

September 27<sup>th</sup>, 2019

Dear Mayor Wood and City of Salida Council,

We are writing this letter in request to waive our fees for the use of Chisholm Park this fall 2019.

elevateHER's mission is to foster self-worth and grit in young women through mentoring, outdoor adventure, and holistic wellness programs. Founded in 2017, we empower the young women of Chaffee County by introducing them to outdoor sports while teaching life skills.

As a small non-profit, it is our second year offering programming in Salida. Last year, when we were searching for a location to hold our weekly yoga and wellness workshops, one of our board members suggested the building at Chisholm Park as a home base for our indoor activities. This space worked very well for our programming last fall/winter and we would love to continue the use of the space.

This fall/winter, we will be offering programming to girls, grades 6<sup>th</sup> through 12<sup>th</sup> on a weekly basis meeting every Friday. Every Friday morning from 10:00am to 11:30am, the girls will be participating in alternating yoga and wellness workshops. Wellness workshops cover topics such as stress, self-care, bullying, leadership, and nutrition; all of which will be taught by a trained professional. After yoga or wellness, the girls will eat a quick lunch before taking off for their outdoor adventure. We know that this space is perfect for our needs as it accommodates the 12 participants we plan to have this fall. We would need to use Chisholm Park on October 4th, 11th, 18th, 25th, November 8th 15th, 22nd, and December 6th from 10:00am to 12:00pm.

As a small non-profit, our budget is tight as we are currently waiting for our funding to catch up with the county's programming needs. As this is the case, we are kindly requesting for the fee to use Chisholm Park to be waived. If you are to waive our fees, we would thank you in our newsletter, which reaches just over 150 people, and thank you via social media, which would reach over 1000 people. Your logo would also be listed on our website as a sponsor. I would please ask you to consider our request and to let us know your decision at your earliest convenience. And as always, please let us know if you have any questions.

Sincerely,

Founder and Executive Director



# PARK RESERVATION APPLICATION

Check the park:

- Riverside/Band Shell
- Chisholm
- Centennial
- Alpine
- Other \_\_\_\_\_

Please check the appropriate box:

**Application A: PRIVATE PARTIES**

**Application B: EVENTS TO WHICH THE PUBLIC IS INVITED THAT MAY REQUIRE PERMITS FOR: Street Closures, Alcohol, and/or Amplified Sound**

**Attach Addendum A**

**This Application must also be accompanied by a cover letter to Salida City Council explaining details of the event. Please also attach an event site plan including venues, street closures, parade/race routes, emergency vehicle access routes, portable toilets placement, vendor booths, etc. Outline on site map where alcohol will be distributed.**

**Application C: POLITICAL RALLIES, MEMORIAL SERVICES, AND SHORT NOTICE EVENTS**

**Attach Addendum A**

Plans for proposed Activity: (include time schedule, venue for events, speeches, entertainment, as applicable)

10am-12pm on Fridays from Oct-Dec  
yoga, wellness, lunch

1. Event Location(s): Chisholm

2. Date and Time of Event: 10am-12pm Oct 4th - Dec 4th and Sept. 26 5:00-6:00

3. Estimated number of people: 12-15

4. Contact Person: Josie Johnston Telephone: 319.573.6709  
 Address: \_\_\_\_\_ Email: josie@elevateherco.org

5. Individual or Organization Sponsor(s) if applicable: elevateHER  
 Address: 165 Isabel Ct BV Email: elevateherco@gmail.com  
 Telephone: \_\_\_\_\_

6. Will you need electricity? Yes  No \_\_\_\_\_ A \$10 fee will be charged for events requiring Electricity. If yes, for what purpose? lights, heat in winter

**For Staff Use Only**  
 Park: \_\_\_\_\_  
 Date of Event: \_\_\_\_\_  
 Receipt # and Date \_\_\_\_\_  
 Entered on Google calendar: \_\_\_\_\_  
 Staff Initials: \_\_\_\_\_  
 Deposit Refunded Date and staff initials: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact Person: \_\_\_\_\_

7. Will you need water? Yes  No

8. Will there be amplified sound? Yes  No   
If yes, please fill out the Amplified Sound Permit.

8. Will you be renting portable toilets? Yes  No   
**County Health policy requires 1 toilet per 50 people.** Events with over 100 attendees **must** have additional portable toilets. (Local providers are: CP's Portables (719) 539-4985.)

9. Will you be renting trash/recycling containers? Yes  No   
Events with **50** or more participants require a **professional trash service**. You are responsible for trash removal during and after your event. Local trash company: Waste Management (719) 539-6911.  
We encourage recycling for all events. Contact Angel of Shavano Recycling at (719) 207-1197 to arrange for recycle bins at your event. **If clean-up is not satisfactory, damage deposit may not be refunded.**  
**Fees are to be paid to the company providing services.**

## Application Fees

### Required Fees for Application A, B and C:

Park Fees: \_\_\_\_\_ \$50/4 hours or \$100/park/day or \$200/park/day if park is used overnight (fencing or tents are kept up) All parks **except** Chisholm Park

Park Fees: \_\_\_\_\_ \$25/hour or \$125/day **Chisholm Park Only**. The permit holder must pick up and sign for the Chisholm keys at the Salida Hot Springs Aquatic Center

Damage Deposit: \_\_\_\_\_ \$75 All parks **except** Riverside. Damage deposits must be paid by credit card.

Damage Deposit: \_\_\_\_\_ \$150 Riverside Park/Band Shell. The permit holder must pick up and sign for the band shell key at the Salida Hot Springs Aquatic Center prior to the event. Damage deposits must be paid by credit card.

### Additional Fees as applicable:

Electricity Fees: \_\_\_\_\_ \$10/day

Liquor Permit: \_\_\_\_\_ Make out **one** check:  
\$100 to the City of Salida (Paid to the Deputy City Clerk)

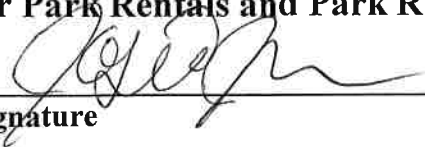
Multiple Vendors: \_\_\_\_\_ \$75 to the City of Salida  
\$20 per vendor to the City of Salida (Paid to the Deputy City Clerk)

**Total Fees:** \_\_\_\_\_

**Park fees may be paid by checks made to the City of Salida**  
**Damage Deposits must be paid by Credit Card**



**By signing below, I acknowledge that I have read and agree to abide by all Provisions for Park Rentals and Park Rules.**

  
 \_\_\_\_\_  
 Signature

9/10/19  
 \_\_\_\_\_  
 Date

**Pre-event Checklist**

<b>Application A</b>	<b>Application B</b>	<b>Application C</b>
<ul style="list-style-type: none"> <li>○ Fees Collected               <ul style="list-style-type: none"> <li>● Park Fees</li> <li>● Damage Deposit</li> <li>● Electricity</li> </ul> </li> <li>○ Trash Removal arranged</li> <li>○ Portable Toilets arranged</li> <li>○ Amplified Sound Permit</li> </ul>	<ul style="list-style-type: none"> <li>○ Event Insurance: Fax copy to City Hall 719-539-5271 and SHSAC 719-539-7708</li> <li>○ Fees Collected               <ul style="list-style-type: none"> <li>● Park Fees</li> <li>● Damage Deposit</li> <li>● Electricity</li> <li>● Liquor-City</li> <li>● Liquor-State</li> </ul> </li> <li>○ Trash Removal arranged</li> <li>○ Portable Toilets arranged</li> <li>○ Amplified Sound Permit</li> <li>○ Liquor License</li> <li>○ Sales Tax License</li> <li>○ Food Vendor's License</li> <li>○ Street Closure Petition</li> <li>○ Pre-event meeting scheduled for:                _____</li> </ul>	<ul style="list-style-type: none"> <li>○ Fees Collected               <ul style="list-style-type: none"> <li>● Park Fees</li> <li>● Damage Deposit</li> <li>● Electricity</li> <li>● Liquor-City</li> <li>● Liquor-State</li> </ul> </li> <li>○ Trash Removal arranged</li> <li>○ Portable Toilets arranged</li> <li>○ Amplified Sound Permit</li> <li>○ Liquor License</li> <li>○ Sales Tax License</li> <li>○ Food Vendor's License</li> <li>○ Street Closure Petition</li> <li>○ Pre-event meeting scheduled for:                _____</li> </ul>



## REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 15, 2019:

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
Consent Agenda	Public Works	David Lady

### **ITEM:**

Council Action Approving a Sanitary Sewer Extension Agreement for Poncha Meadows Filing No. 1 Subdivision in Poncha Springs

### **BACKGROUND:**

The developer for Poncha Meadows Filing No. 1 (Filing No. 1) Subdivision has requested to complete a sewer extension agreement as required for the construction of a public sanitary sewer main that will serve the residential development. This development is located north of County Road 120 and east of US-285 (south of the new water tank) within the current corporate boundaries of the Town of Poncha Springs and within Salida's Wastewater Service Area. Filing No. 1 represents approximately 30% of the overall area of the JLS2 identified as Figure 1.

The proposed main consists of 6,132 linear feet of 8-inch and 10-inch sewer line, manholes, and associated facilities. The sewer main extension for this property has been sized to accommodate anticipated future development.

This project along with the other recently approved extension agreements (shown in yellow on the attached exhibit) were considered during the Salida Sewer Collection System Build Out Infrastructure Plan. The trunk main serving Poncha Springs was modeled by the City's utility engineering consultant for anticipated built-out conditions of the Poncha Meadows development. The preliminary modeling indicated that no offsite improvements would be necessary for capacity demands created by the proposed development. However, additional survey work has been performed this past month to further improve the accuracy of the model and capacity calculations for the City's trunk line to Poncha Springs. Capacity limitations and the calculated peak flow rate of the line will be identified in the final report and a Poncha Meadows Filing No. 1 Plat note has been added which identifies that the City's issuance of tap permits will be dependent on available capacity in the trunk line.

City of Salida legal counsel has prepared the Sewer Line Extension and Connection Agreement in accordance with the Salida City Code and requirements set forth in the Salida-Poncha IGA's as defined below.

In accordance with the Salida and Poncha Springs Intergovernmental Agreement for Transfer of Sewer System dated April 6, 2010 ("System IGA"), Salida operates, maintains, and expands its sewer system to accommodate planned growth and development within Poncha Springs planning and zoning jurisdiction.

In accordance with the Salida and Poncha Springs Intergovernmental Agreement for Provision of Sewer Services dated April 6, 2010 ("Service IGA"), Poncha Springs shall not record any final plat for any development within Poncha Springs until the Town has received written confirmation from



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: October 15, 2019:

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
Consent Agenda	Public Works	David Lady

Salida that the developer has executed a line extension agreement or line connection agreement with Salida or has otherwise applied for and been granted service per the Salida Municipal Code.

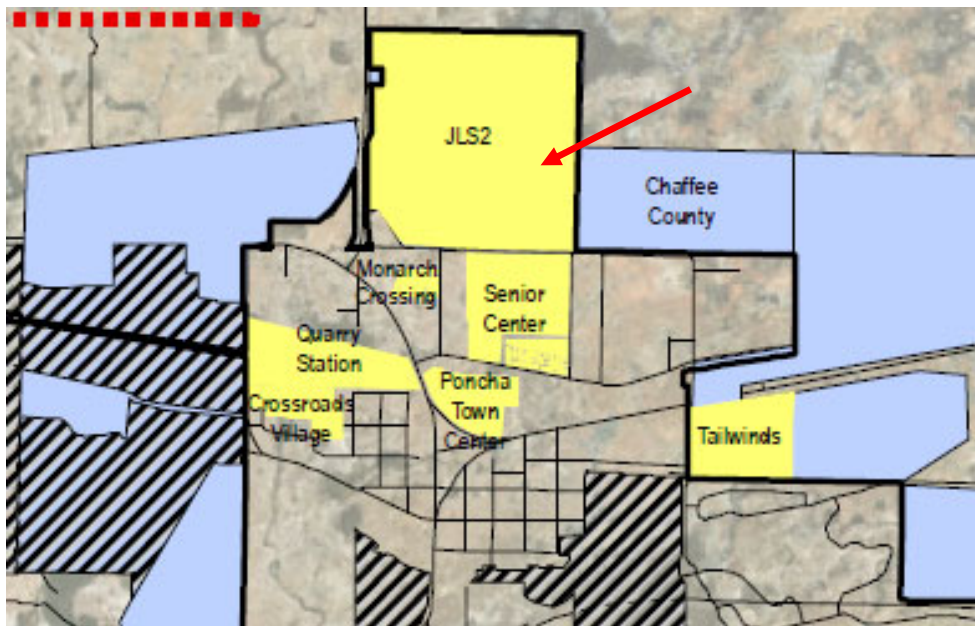


Figure 1

**FISCAL NOTE:**

There are no anticipated budget implications with the approval of the agreement.

**STAFF RECOMMENDATION:**

Staff recommends approval as a result of the following criteria:

Legal counsel has provided recommended language for inclusion on the Plat as follows:  
 “City of Salida approval of applications for individual sewer taps and sewer service to lots will be dependent on the capacity of downstream infrastructures at time of application, as is determined by the City of Salida.”

Furthermore, the Draft Salida Sewer Collection System Build Out Infrastructure Plan has identified that the trunk line has adequate capacity, based on engineering calculations, for the proposed development.



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: October 15, 2019:

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
Consent Agenda	Public Works	David Lady

**SUGGESTED MOTIONS:**

A Council person should make a motion to “combine and approve the items on the consent agenda”.

Followed by a second and then a voice vote.

## **Index Sheet**

1. Sewer Line Extension and Connection Agreement
  - 1.1. Exhibit A – Plat - Property Description
  - 1.2. Exhibit B – Plans
  - 1.3. Exhibit C – Required Improvements (Cost Est)
  - 1.4. Exhibit D – Subdivision Improvement Agreement
  - 1.5. Exhibit E – Bond
  - 1.6. Exhibit F – City of Salida Fee Schedule
  - 1.7. Exhibit G – Construction Schedule

**SEWER LINE EXTENSION AND CONNECTION AGREEMENT  
(Poncha Meadows Filing No. 1 Subdivision)**

THIS SEWER LINE EXTENSION AND CONNECTION AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“Salida”), and **JLS2, LLC** (“Developer”) (each a “Party” and together the “Parties”).

**Section 1 - Recitals**

- 1.1 The Developer contends that it is the fee title owner of certain lands known as the “**Poncha Meadows Filing No. 1**” subdivision and more particularly described on attached **Exhibit A** (the “Property”).
- 1.2 The Property is located within the current corporate boundaries of the Town of Poncha Springs (“Poncha Springs” or “Town”) and within Salida’s Wastewater Service Plan Area as defined in Section 13-2-20 of the Salida Municipal Code.
- 1.3 Salida provides sewer service in Poncha Springs pursuant to and in accordance with the terms and conditions of two intergovernmental agreements between Salida and Poncha Springs: the Intergovernmental Agreement for Transfer of Sewer System dated April 6, 2010 (“System IGA”), and the Intergovernmental Agreement for Provision of Sewer Services dated April 6, 2010 (“Service IGA”).
- 1.4 In accordance with the Poncha Springs Land Use Code, the Developer has submitted a plat for the **Poncha Meadows Filing No. 1 Subdivision** and has obtained preliminary plat approval of the subdivision by the Town Board.
- 1.5 Under the System IGA, Salida operates, maintains, and expands its sewer system to accommodate and not inhibit planned growth and development within Poncha Springs’s planning and zoning jurisdiction.
- 1.6 Under the Service IGA, Poncha Springs shall not record any final plat for any development within Poncha Springs until the Town has received written confirmation from Salida that the developer has executed a line extension agreement or line connection agreement with Salida or has otherwise applied for and been granted service per the Salida Municipal Code.
- 1.7 The Property currently is not serviced by a Salida sewer line, and the Developer wishes to perform all excavations, construction, installations, connections, and other work necessary to establish a connection to a Salida sewer main (“Sewer Line Extension”), as shown on the Sewer Plans attached as **Exhibit B**.
- 1.8 Salida approval of individual sewer taps and sewer service to lots on the Property will be dependent on the capacity of downstream infrastructures at the time of application, as determined in the sole discretion of Salida.
- 1.9 The Developer and Salida wish to enter into this Agreement in satisfaction of the requirement for an executed extension or line connection agreement under the Service IGA,

and to provide for Salida's provision of sewer service to the **Poncha Meadows Filing No. 1 Subdivision**.

- 1.10 The Developer and Salida acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the System IGA and the Service IGA.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, Salida and the Developer agree as follows:

## **Section 2 – Definitions**

As used in this Agreement, the following terms have the following meanings:

- 2.1 “Agreement” means this Sewer Line Extension and Connection Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Appurtenant Sewer Service Lines” means all service lines and laterals necessary to deliver wastewater from the Property into the Sewer Main(s).
- 2.3 “City” means the City of Salida, a Colorado statutory city.
- 2.4 “City Administrator” means the City Administrator of the City of Salida, Colorado, and the City Administrator’s designee.
- 2.5 “City Council” means the City Council of the City of Salida, Colorado.
- 2.6 “Developer” means **JLS2, LLC**, and its successor(s).
- 2.7 “Development” means all work on the Property required to accomplish construction and installation of the Public Improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”
- 2.8 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by Salida and the Developer.
- 2.9 “Extension Taps” means sewer taps for which Salida will provide service through the Sewer Line Extension.
- 2.10 “Performance Guarantee” means the bond or letter of credit of **\$515,550.00 (125%)** posted by the Developer in accordance with the terms of its Subdivision Improvements Agreement with Poncha Springs dated **September 12, 2019**.
- 2.11 “Plan” means the Salida Sewer Collection System Build Out Infrastructure Plan prepared by Providence Infrastructure Consultants.

- 2.12 “Property” means the land that is known as the “**Poncha Meadows Filing No. 1**” subdivision and described in attached **Exhibit A**.
- 2.13 “Public Improvements” means those Required Improvements constructed and installed by the Developer and dedicated to Salida in accordance with this Agreement, including without limitation wastewater collection mains and laterals and sewer manholes. The Required Improvements that are also Public Improvements are identified on the Bid Tab attached as **Exhibit C**.
- 2.14 “Reimbursable Costs and Fees” means all fees and costs incurred by Salida in connection with Salida’s processing and review of the Public Improvements, and Salida’s drafting, review, and execution of this Agreement.
- 2.15 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property, consistent and in compliance with the final plat approval and with the construction plans and drawings submitted to Salida and Poncha Springs for review and approval.
- 2.16 “Salida Municipal Code” means the City of Salida Municipal Code, updated through Supplement No. 5, Update 4 (May 23, 2018), as it may be amended.
- 2.17 “Service IGA” means the Intergovernmental Agreement for Provision of Sewer Services made by and between the City of Salida and the Town of Poncha Springs on April 6, 2010.
- 2.18 “Sewer Line Extension” means **6,132 linear feet of 8-inch and 10-inch sewer main** to be constructed and installed by the Developer as shown on **Exhibit B**, to allow the Developer to connect to a sewer main with sufficient capacity to enable Salida to provide sewer service to the Extension Taps.
- 2.19 “System IGA” means the Intergovernmental Agreement for Transfer of Sewer System made by and between the City of Salida and the Town of Poncha Springs on April 6, 2010.
- 2.20 “Town” means the Town of Poncha Springs.
- 2.21 “Warranty Period” means a period of one year from the date that the Salida Public Works Director or City Engineer, in accordance with the terms and conditions of paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications.

### **Section 3 – Purpose of Agreement and Binding Effect**

- 3.1 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between Salida and the Developer with respect to extension of sewer service to the Property. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.



- 3.2 Binding Agreement and Covenant Running with the Land. This Agreement benefits and is binding upon Salida, the Developer, and the Developer's successor(s). The Developer's obligations under this Agreement constitute a covenant running with the Property.
- 3.3 Reservation. Notwithstanding anything to the contrary herein, and to the extent that Salida becomes aware of new information with respect to the Property or the Public Improvements following execution of this Agreement, Salida reserves the right to require new terms or conditions for the Public Improvements or new obligations for the Developer with respect to such improvements.

**Section 4 – Connection to Sewer Line, Extension of Sewer Line,  
and Provision of Sewer Service**

- 4.1 Salida agrees to provide sewer service to the Property, so long as the capacity of downstream infrastructures at the time of application for service is sufficient to provide such service, as is determined in the sole discretion of Salida, and the Developer agrees that it will construct and install the Public Improvements, including without limitation the Sewer Line Extension and all Appurtenant Sewer Service Lines, only in accordance with the terms and conditions of this Agreement, the System IGA, and the Service IGA, and with the following:
- 4.1.1 All requirements of the Town Code and the Town's Subdivision Approval Ordinance;
- 4.1.2 All requirements of the Salida Municipal Code;
- 4.1.3 The City of Salida's Standard Specifications for Construction, effective January 1, 2017, as they may be amended;
- 4.1.4 The City of Salida Department of Public Works' Design Criteria Manual for Water, Sewer, and Streets, effective January 1, 2017, as it may be amended;
- 4.1.5 The Town's applicable engineering standards for construction and installation of the Sewer Line Extension and Appurtenant Sewer Service Lines, including without limitation standards for compaction in trenches, under pavement, under sidewalks, at valve boxes, and around manholes; and
- 4.1.6 All other applicable laws and regulations, including without limitation all Town Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The Developer acknowledges and agrees that in accordance with paragraph 1.c of the Service IGA and in accordance with the Salida Municipal Code, Salida is and will be under no obligation to provide sewer service to the Property until all Public Improvements required hereunder have been completed and accepted by Salida; and that in accordance with paragraph 1.d of the Service IGA, Salida will have no obligation to provide sewer

service to the Property until Salida has formally approved and accepted the Public Improvements and has confirmed in writing to Poncha Springs that all terms and conditions of the System IGA and the Service IGA have been complied with to Salida's satisfaction.

- 4.3 The Developer acknowledges and agrees that in accordance with paragraphs 5.c and 5.d of the System IGA, Salida may impose special assessments within its sewer service area to fund specific improvements and upgrades as may be necessary from time to time, and that such special assessments may be imposed following the Effective Date.
- 4.4 Because of possible capacity issues, which may interfere with the ability of Salida to provide sewer service to individual lots, as addressed in the Plan and determined by Salida, Developer agrees to include the following language on the plat of the Property ("Exhibit A"), which shall be recorded in the real property records of Chaffee County:

"City of Salida approval of applications for individual sewer taps and sewer service to lots will be dependent on the capacity of downstream infrastructures at time of application, as is determined by the City of Salida."

## **Section 5 – Terms and Conditions for Sewer Line Extension and Provision of Sewer Service**

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the System IGA, the Service IGA, the Salida Municipal Code, and all other applicable laws and regulations, including without limitation all Town Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to Salida in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Limitations on Wastewater Delivered Through Sewer Line Extension. The Developer acknowledges and agrees that Salida's obligation to provide sewer service to the Extension Taps is contingent upon the Developer's construction and installation, and Salida's written approval pursuant to paragraph 5.10 below, of the Public Improvements associated with the Sewer Line Extension.
- 5.4 Required Improvements and Performance Guarantee. Attached **Exhibit C** provides a detailed list of the Required Improvements for which the Developer is responsible under the Town's final plat approval of the Property, along with the reasonably estimated costs of those Required Improvements, including both labor and materials. Under the Developer's Subdivision Improvement Agreement for the Property, a copy of which agreement is attached as **Exhibit D**, the Developer has furnished a Performance Guarantee, pursuant to Salida Municipal Code section 16-2-60(1), (and attached as **Exhibit E**) in the amount of **\$515,550.00**, which represents an amount equal to one hundred twenty-five

percent (125%) of the estimated cost of said improvements to ensure timely completion of the Required Improvements.

- 5.4.1 In accordance with paragraph 1.c of the Service IGA, the Town made Salida a third-party beneficiary of the Performance Guarantee associated with sewer service installation sections of the Developer's Subdivision Improvements Agreement for the Property.
- 5.4.2 Also in accordance with paragraph 1.c of the Service IGA, the Developer agrees that Salida is a third-party beneficiary of the Developer's Subdivision Improvements Agreement for the Property, that any default by the Developer hereunder will be deemed a default under the Subdivision Improvements Agreement, and that the Performance Guarantee (or rights to and in the same), to the extent of any estimated costs of the Public Improvements, may be made available to Salida in sufficient amounts in the event of default to provide for the completion of the Public Improvements.
- 5.4.3 In accordance with paragraph 1.d of the Service IGA, Salida agrees to perform all necessary inspections and, when appropriate, to provide required written confirmations in a timely fashion and within the time limitations, if any, imposed on Poncha Springs for inspecting the Public Improvements.
- 5.5 Prior Approval of Plans for Public Improvements. Before the Developer commences construction or installation of the Public Improvements, the Salida Public Works Director or City Engineer must review and approve the drawings and plans for such improvements, which drawings and plans must be stamped by the engineer retained by the Developer.
- 5.6 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement, industry standards, and Salida's rules, regulations, requirements, and criteria governing such construction.
- 5.7 Conveyance of Public Improvements. Within twenty-eight days of Salida's final acceptance of the Public Improvements in accordance with paragraph 5.11 below, the Developer, at no cost to Salida, shall do the following:
  - 5.7.1 Execute and deliver to Salida a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements ("Bill of Sale"). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Consistent with Section 16-2-60(j) of the Salida Municipal Code, acceptance of the Bill of Sale must be authorized by City Council.
  - 5.7.2 Execute and deliver to Salida a good and sufficient General Warranty Deed conveying to Salida, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the

extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the **Poncha Meadows Filing No. 1** Subdivision plat recorded at Reception No. [REDACTED]. Easements for public utilities must be at least twenty feet wide, ten feet wide on either side of the relevant infrastructure.

5.7.3 Deliver to Salida all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements, or make reasonable provision for the same to be delivered to Salida. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.

5.8 Warranty. The Developer shall warrant the Public Improvements in accordance with Salida Municipal Code section 16-2-60(f) for the Warranty Period, which is one year from the date that the Salida Public Works Director or City Engineer, in accordance with paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications. The Developer shall provide a one-year Warranty Bond or furnish a letter of credit, for the Public Improvements, including without limitation the Sewer Line Extension and all Appurtenant Sewer Service Lines. In the Warranty Bond or letter of credit, the Developer shall list Salida as the benefitted owner of the Public Improvements.

5.8.1 Specifically, but not by way of limitation, the Developer shall warrant the following:

- (1) That the title conveyed shall be good and its transfer rightful; and
- (2) Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- (3) Any and all facilities so conveyed shall be free of any and all defects in materials or workmanship.

5.8.2 In the event of any defect in workmanship or quality during the Warranty Period, the Developer shall correct the defect in workmanship or material.

5.8.3 In the event that any corrective work is performed by the Developer during the Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed.

5.8.4 Should the Developer default in its obligation to correct any defect in workmanship or material during the Warranty Period, the City will be entitled to draw on the Warranty Bond or letter of credit and/or to pursue any other remedy described in Section 7 below.

5.8.5 In addition to warranting the Public Improvements as described herein, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Warranty Period.

- 5.8.6 Pursuant to Salida Municipal Code section 16-2-60(n), the performance guarantee issued pursuant to this Agreement shall be fully released and discharged upon expiration of the one (1) warranty period, and the correction of any defects discovered during such warranty period.
- 5.9 Observation of Development and Inspection of Public Improvements. Salida may observe all Development on the Property, and may inspect and test and/or require the Developer's qualified professional consultant(s) to inspect and test each component of the Public Improvements.
- 5.9.1 The Developer shall hire a qualified geotechnical consultant to provide quality assurance testing during the construction and installation of the Public Improvements, and shall deliver to Salida copies of all test reports.
- 5.9.2 The Developer shall hire a professional engineering consultant to provide construction management and inspections during the construction and installation of the Public Improvements, and to stamp the drawings and plans for the Public Improvements before such drawings and plans are reviewed and approved by the Salida Public Works Director or City Engineer pursuant to paragraph 5.5 above.
- 5.9.3 The Developer shall reimburse Salida for any and all costs associated with Salida's observation of Development on the Property and inspection and testing of the Public Improvements, and Salida will not give its written approval of the Public Improvements, as described in paragraph 5.10 below, until such costs, if any, have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction and installation.
- 5.10 Salida's Written Approval of Public Improvements. Upon the Developer's request, the Salida Public Works Director or City Engineer shall inspect the Public Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The Salida Public Works Director or City Engineer shall confirm in writing the date on which all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the approved plans and specifications.
- 5.11 Final Acceptance of Public Improvements. Upon expiration of the Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, Salida shall issue its final written acceptance of the Public Improvements. Thereafter, Salida shall maintain such Public Improvements.
- 5.12 Final Acceptance Not A Warranty that Sewer Service Will be Available. Regardless of final written acceptance of the Public Improvements by Salida, such acceptance shall not constitute a warranty or promise by Salida to provide sewer service, if the capacity of the sewer system does not allow for the provision of such service, as determined in the sole discretion of Salida.

- 5.13 Inspection Distinguished from Approval. A Salida official's inspection and/or verbal approval of the Development, at any particular time, will not constitute Salida's approval of the Public Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.10 above.
- 5.14 Compliance with Environmental Laws. During Development, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act), the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response Compensation and Liability Act.
- 5.15 Reimbursable Costs and Fees. The Developer shall pay to Salida the fees described below at the time set forth below:
- 5.15.1 The Developer shall reimburse Salida for all fees and actual costs incurred by Salida in connection with Salida's processing and review of the proposed Public Improvements, including without limitation Salida's review of the Developer's Subdivision Improvements Agreement with Poncha Springs and supporting documentation; and Salida's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to Salida's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by Salida in connection with processing and review of the proposed Public Improvements.
- 5.15.2 Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to Salida's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit F**.
- 5.15.3 Reimbursable Costs and Fees attributable to work completed by the City Attorney or by Salida's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by Salida for that work.
- 5.15.4 Interest will be imposed at rate of 1.5% per month on all balances not paid to Salida within 30 days of the effective date of Salida's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 10.6 below. In addition to any and all remedies available to Salida and in the event Salida is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, Salida shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

## Section 6 – Development Schedule

- 6.1 Development Schedule. Attached **Exhibit G** provides the schedule according to which Development will occur, including construction and installation of the Public Improvements.
- 6.2 Development Phases. Each phase of Development must be planned so that the Developer's failure to proceed to a subsequent stage will not have an adverse impact on Salida's wastewater treatment system, process, or facilities.
- 6.3 Deadline for Completion and Approval of Sewer Line Extension. The Developer shall construct and install the Sewer Line Extension, and shall obtain Salida's written approval of the Sewer Line Extension in accordance with paragraph 5.10 above, no later than **May 31, 2020**. The Developer acknowledges and agrees that this deadline is applicable regardless of the number of units constructed within the Property as of **May 31, 2020**.

## Section 7 – Default by Developer and Salida's Remedies

- 7.1 Salida's Remedies on Developer's Default. In the event of the Developer's default with respect to any term or condition of this Agreement, Salida may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
  - 7.1.1 Suspension of all further activities and approvals related to the Public Improvements.
  - 7.1.2 A demand that the Performance Guarantee be paid or honored.
  - 7.1.3 Any other remedy available in equity or at law.
- 7.2 Notice of Default. Consistent with Section 16-2-60(o) of the Salida Municipal Code, before taking remedial action hereunder, Salida shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, Salida will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.
- 7.3 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 7.4 Waiver. Any waiver by Salida of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will not constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 7.5 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

## Section 8 – Indemnification and Release

- 8.1 Release of Liability. The Developer acknowledges that Salida cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Salida Municipal Code, City Ordinances, and the laws of the State of Colorado. The Developer further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by Salida or its officers or agents or their designees. Accordingly, the Developer expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by Salida or its officers or agents or their designees.
- 8.2 Indemnification.
- 8.2.1 The Developer shall indemnify and hold harmless Salida, and Salida's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) acts or omissions by the Developer or its officers, employees, agents, consultants, contractors, or subcontractors in connection with this Agreement; (b) Salida's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Property or the construction and installation of the Public Improvements; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by Salida upon the Property or the Public Improvements; or (c) any other item contained in this Agreement.
- 8.2.2 The Developer shall reimburse Salida for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against Salida as a result of Salida's approval of the Public Improvements; and shall reimburse Salida for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge Salida's approval of the Public Improvements. Nothing in this Agreement obligates or compels Salida to proceed with any action or referendum position.
- 8.2.3 Fees, expenses, and costs attributable to work completed by Salida staff, not including the City Attorney, will be determined based on the fee schedule attached to Salida's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit F**.
- 8.2.4 Fees, expenses, and costs attributable to work completed by the City Attorney or by Salida's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by Salida for that work.



## **Section 9 – Representations and Warranties**

- 9.1 Developer’s Representations and Warranties. The Developer represents and warrants to Salida that the following are true and correct as of the date of the Developer’s execution of this Agreement and will be true and correct as of the Effective Date:
- 9.1.1 Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.
  - 9.1.2 Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.
  - 9.1.3 No litigation or adverse condition. To the best of the Developer’s knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer’s ability to Develop the Property as contemplated under the approved final plat.
  - 9.1.4 Compliance with environmental laws and regulations. To the best of the Developer’s knowledge, the Public Improvements and associated easements to be conveyed to Salida hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation the Clean Water Act, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response Compensation and Liability Act.
  - 9.1.5 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.
- 9.2 Salida’s Representations and Warranties. Salida represents and warrants to the Developer that the following are true and correct as of the date of Salida’s execution of this Agreement and will be true and correct as of the Effective Date:
- 9.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of Salida, and is enforceable as to Salida in accordance with its terms.
  - 9.2.2 Authorized signatory. The person executing this Agreement on behalf of Salida is duly authorized and empowered to execute this Agreement on behalf of Salida.

9.2.3 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which Salida is a party or by which Salida is bound or affected.

### **Section 10 – General Provisions**

- 10.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of Salida to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of any Ordinances or resolutions authorizing or adopting this Agreement.
- 10.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to the subject hereof, and is the total integrated agreement between the Parties with respect to that subject.
- 10.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 10.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 10.5 Survival. Salida’s and the Developer’s representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 10.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to Salida:                      City of Salida  
    Attn: City Administrator  
    448 East First Street  
    Salida, CO 81201

Notice to the Developer:              JLS2, LLC  
    7693 U.S. Highway 285  
    Salida, CO 81201

- 10.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.

- 10.8 Recording. Salida shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense.
- 10.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than Salida and the Developer.
- 10.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive Salida's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 10.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 10.12 Subject to Annual Appropriation. Any financial obligation of Salida arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion.
- 10.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 10.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

WHEREFORE, the Parties have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

By

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

STATE OF COLORADO    )  
                                  )  
                                  s  
                                  s.  
COUNTY OF             )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019,  
by \_\_\_\_\_, as Mayor, and by \_\_\_\_\_, as Clerk,  
on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_.

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

**JLS2, LLC**

By

\_\_\_\_\_  
[[Name and title]]

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF            )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by  
\_\_\_\_\_.

WITNESS my hand and official seal. My Commission expires: \_\_\_\_\_.

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

**PONCHA MEADOWS FILING NO. 1**  
 A SUBDIVISION LOCATED IN THE  
 S 1/2 of the SW 1/4 of SECTION 3, T 49 N, R 8 E, N.M.P.M.  
 IN THE  
**TOWN OF PONCHA SPRINGS**  
**CHAFFEE COUNTY, COLORADO**  
**SHEET 1 OF 3**

VICINITY MAP

**CERTIFICATE OF DEDICATION & OWNERSHIP:**

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE ALL OF THE OWNERS, LIEN HOLDERS AND MORTGAGEES OF THE FOLLOWING DESCRIBED REAL PROPERTY IN THE TOWN OF PONCHA SPRINGS:

A tract of land located in the South Half of the Southwest Quarter (S1/2 SW1/4) of Section 3, Township 49 North, Range 8 East of the New Mexico Principal Meridian, in the Town of Poncha Springs, Chaffee County, Colorado, being more particularly described as follows:  
 Beginning at the 1/4 corner common to said Section 3 and to Section 10 in said township and range;  
 thence North 89°57'04" West along the section line common to said Sections 3 and 10 a distance of 1663.01 feet;  
 thence North 01°12'18" East 370.34 feet;  
 thence South 88°42'42" East 274.47 feet;  
 thence North 00°47'41" East 485.01 feet;  
 thence South 88°47'42" East 1385.74 feet to the east boundary of the said SW1/4 of Section 3;  
 thence South 00°47'30" West along said east boundary a distance of 821.81 feet to the point of beginning.  
 Containing 28.92 Acres.

DOES HEREBY LAY-OUT, SUBDIVIDE AND PLAT THE ABOVE DESCRIBED PROPERTY INTO LOTS, STREETS AND EASEMENTS, WITH BEARINGS AND DISTANCES AS SHOWN ON SHEETS 2 AND 3. TO BE KNOWN AS:

**PONCHA MEADOWS, FILING NO. 1**  
 A SUBDIVISION IN THE  
**TOWN OF PONCHA SPRINGS**  
 CHAFFEE COUNTY, COLORADO

AND DO HEREBY DEDICATE AND GRANT TO THE TOWN OF PONCHA SPRINGS FOR PUBLIC USE AS A PUBLIC RIGHT-OF-WAY AND UTILITY CORRIDORS, PERPETUAL, UNRESTRICTED USE OF THE 0.71 ACRE STRIP OF LAND LYING BETWEEN THE SOUTH BOUNDARY OF SECTION 3 AND THE NORTH BOUNDARY OF THE ROADWAY KNOWN AS CHAFFEE COUNTY ROAD NO. 128, THE LOCATION OF WHICH IS SHOWN ON SHEETS 2 AND 3 CONTAINED HEREIN.

AND HALLEY'S AVENUE, PONCHA CREEK STREET, PASS CREEK STREET, JENNINGS CREEK STREET, GREEN'S CREEK STREET, ENGERLANN AVENUE, WILLOW AVENUE ARE HEREBY DEDICATED TO THE TOWN OF PONCHA SPRINGS AS PUBLIC RIGHTS-OF-WAY AND UTILITY CORRIDORS AND SHALL BE OWNED AND MAINTAINED BY THE TOWN OF PONCHA SPRINGS FOLLOWING COMPLETION AND ACCEPTANCE BY THE TOWN.

AND THE ALLEYS ARE HEREBY DEDICATED AS PUBLIC RIGHTS-OF-WAY AND UTILITY CORRIDORS TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION FOR EACH BLOCK AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS TO BE RECORDED FOR EACH BLOCK.

AND BLOCK 1 IS HEREBY DEDICATED TO THE TOWN OF PONCHA SPRINGS FOR USE AS A PUBLIC PARK.

AND THE SIDELINES OF ALL LOTS SHALL BE SUBJECT TO PUBLIC UTILITY EASEMENTS EQUAL IN WIDTH TO THE SIDE SETBACKS AS SHOWN ON SHEETS 2 AND 3 CONTAINED HEREIN.

AND LOTS 06 AND 15, BLOCK 5, LOTS 06 AND 15, BLOCK 6 AND LOTS 06 AND 15, BLOCK 7 ARE SUBJECT TO 5.0 FOOT WIDE PUBLIC UTILITY EASEMENTS AS SHOWN ON SHEETS 2 AND 3.

AND LOT 01, BLOCK 5, LOT 01, BLOCK 6 AND LOT 01, BLOCK 7 ARE SUBJECT TO FIVE (5.0) FOOT WIDE UTILITY EASEMENTS ADJACENT TO THE REAR LOT LINES OF SAID LOTS AS SHOWN ON SHEETS 2 AND 3.

AND ALL LOTS SHALL BE SUBJECT TO PUBLIC UTILITY EASEMENT LOCATED WITHIN ALL LOT SIDE SETBACKS.

AND LOT 19, BLOCK 5, LOT 19, BLOCK 6 AND LOT 19, BLOCK 7 ARE SUBJECT TO PUBLIC UTILITY EASEMENTS, EXCEPT FOR THE 20'x40' COMMON BUILDING ENVELOPES WITHIN SAID BLOCKS, AS SHOWN ON SHEETS 2 AND 3, AND SAID BLOCKS 5, 6 AND 7 WILL HAVE INDIVIDUAL BLOCK HOME OWNERS ASSOCIATIONS WHICH WILL OWN AND MAINTAIN THE COMMON ELEMENTS, INCLUDING LOT 19 OF EACH BLOCK, TO INCLUDE SNOW REMOVAL AND PARKING LOT MAINTENANCE AND LANDSCAPING MAINTENANCE OF COMMON ELEMENTS IN EACH BLOCK ALL AS SET FORTH IN THE DECLARATIONS OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PONCHA MEADOWS SUBDIVISION, TOWN OF PONCHA SPRINGS RECORDED FOR EACH BLOCK.

AND THE PROPERTY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN JLS2, LLC AND THE TOWN OF PONCHA SPRINGS RECORDED AT RECEPTION NO. 440307 OF THE CHAFFEE COUNTY RECORDS WHICH EASEMENT IS 60.0 FEET WIDE AND EXTENDS FROM CHAFFEE COUNTY ROAD NO. 128 TO CHAFFEE COUNTY ROAD NO. 140, A PORTION OF WHICH IS LOCATED WITHIN AND IDENTICAL TO THE RIGHT-OF-WAY FOR GREEN'S CREEK STREET AS SHOWN ON SHEET 2.

AND EACH BLOCK WILL HAVE AN INDIVIDUAL HOME OWNERS ASSOCIATION TO OWN AND MAINTAIN COMMON ELEMENTS WITHIN EACH BLOCK, AND EACH BLOCK SHALL BE SUBJECT TO A DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS TO BE RECORDED FOR EACH BLOCK.

AND PONCHA MEADOWS SUBDIVISION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ANNEXATION AGREEMENT RECORDED AT RECEPTION NO. \_\_\_\_\_ OF THE CHAFFEE COUNTY RECORDS.

AND PONCHA MEADOWS SUBDIVISION IS SUBJECT TO THE DEVELOPMENT IMPROVEMENTS AGREEMENT RECORDED AT RECEPTION NO. \_\_\_\_\_ OF THE CHAFFEE COUNTY RECORDS.

**ACKNOWLEDGEMENTS:**

IN WITNESS WHEREOF THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

JLS2, LLC, A COLORADO LIMITED LIABILITY COMPANY                      HIGH COUNTRY BANK

JANET L. SHERWOOD, MANAGER (OWNER)                                      FOR HIGH COUNTRY BANK, MORTGAGEE

STATE OF COLORADO }  
 COUNTY OF CHAFFEE } 55

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

WITNESS MY HAND AND OFFICIAL SEAL  
 MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

**SURVEYOR:**  
 HENDERSON LAND SURVEYING CO., INC.  
 CONTACT: MICHAEL K. HENDERSON  
 203 G STREET  
 SALIDA, CO 81201  
**ASSISTED BY:**  
 CRABTREE GROUP INC.  
 325 D STREET  
 SALIDA, CO 81201  
**OWNER:**  
 JLS2, LLC  
 CONTACT: JANET SHERWOOD  
 7693 U.S. HIGHWAY 285  
 SALIDA, CO 81201

**LAND SURVEYOR'S STATEMENT:**

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY STATE THAT THESE PLATS WERE PREPARED UNDER MY DIRECT SUPERVISION AND ARE BASED A MONUMENTED ON A MONUMENTED LAND SURVEY OF THE PROPERTY DESCRIBED HEREON, WHICH SURVEY WAS PERFORMED UNDER MY RESPONSIBLE CHARGE AND ARE TRUE AND ACCURATE TO THE THE BEST OF MY KNOWLEDGE AND BELIEF.  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
 MICHAEL K. HENDERSON  
 REG. L.S. NO. 16117  
 STATE OF COLORADO

**GENERAL LAND SURVEYOR'S NOTES:**

- 1) PROPERTY DESCRIPTION PREPARED BY MICHAEL K. HENDERSON AND IS A PORTION OF THE PROPERTY DESCRIBED AT RECEPTION NO. 430814 OF THE CHAFFEE COUNTY RECORDS.
- 2) RECORD EASEMENT RESEARCH ARE BASED ON FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. \_\_\_\_\_ ISSUED BY CENTRAL COLORADO TITLE & ESCROW, EFFECTIVE \_\_\_\_\_, 2019.
- 3) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION, ON THE JLS2, LLC ANNEXATION PLAT AND ON THE LOCATIONS OF THE RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED ON SHEETS 2 AND 3.

**CERTIFICATE OF TITLE INSURANCE COMPANY:**

I, BRETT W. EAKINS, REPRESENTING FIRST AMERICAN TITLE INSURANCE COMPANY IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY DEDICATED AND SHOWN ON THESE PLATS AND FOUND TITLE VESTED IN JLS2 LLC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 BRETT W. EAKINS

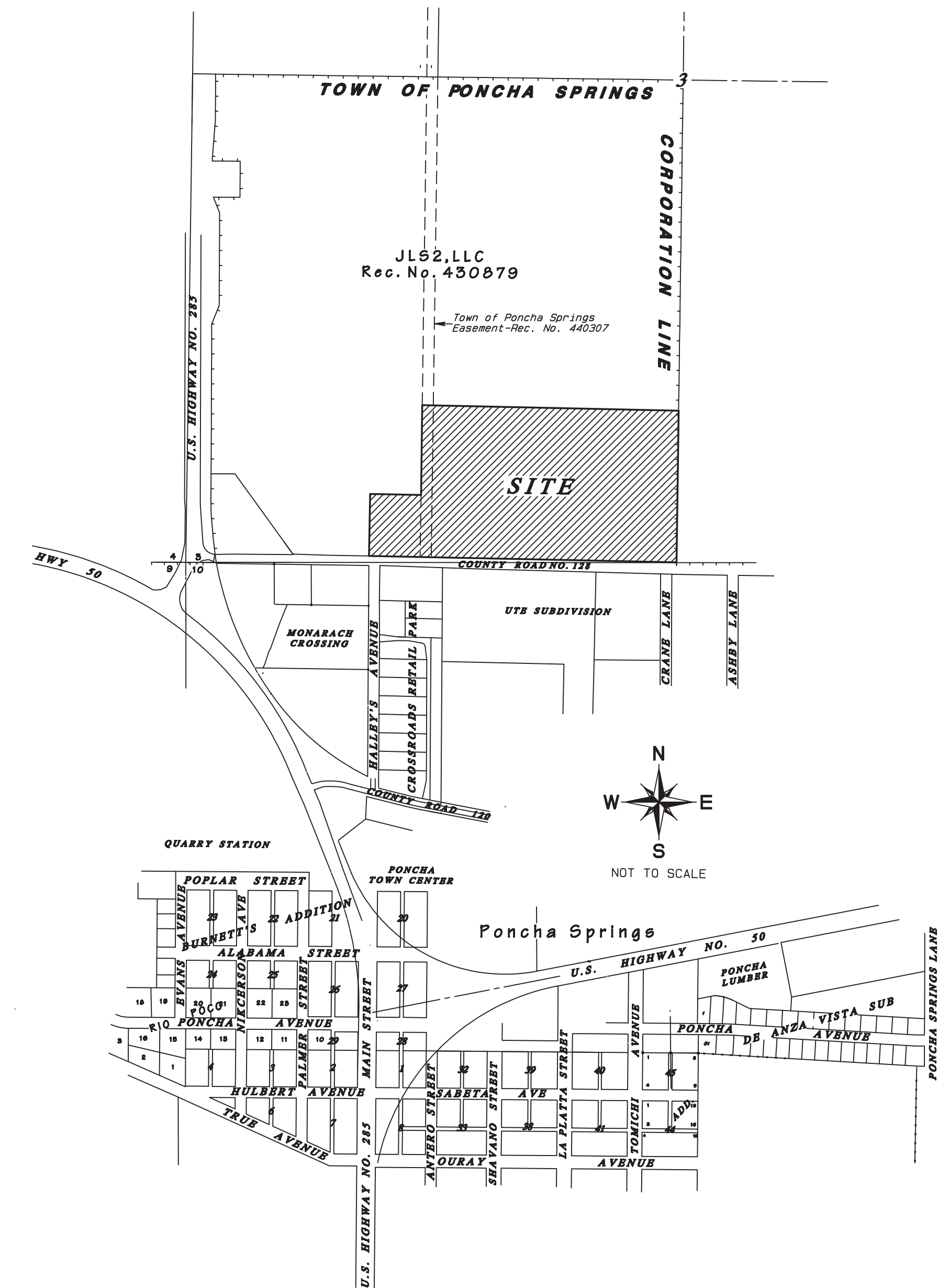
**TRUSTEES OF THE TOWN OF PONCHA SPRINGS APPROVAL:**

THE PONCHA MEADOWS SUBDIVISION, AS REPRESENTED BY THESE PLATS, IS HEREBY ACCEPTED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BY: \_\_\_\_\_  
 TOWN TRUSTEE, TOWN OF PONCHA SPRINGS

THE PONCHA MEADOWS SUBDIVISION IS HEREBY ACCEPTED AND AUTHORIZED TO BE FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
 BEN SCANGA, MAYOR TOWN OF PONCHA SPRINGS TOWN CLERK



**CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:**

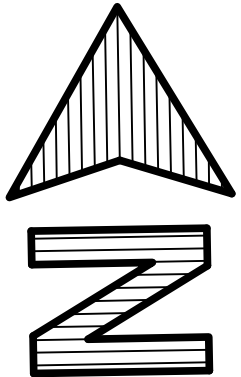
THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO AT \_\_\_\_\_ M. ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2019, UNDER RECEPTION NO. \_\_\_\_\_

\_\_\_\_\_  
 CHAFFEE COUNTY CLERK & RECORDER

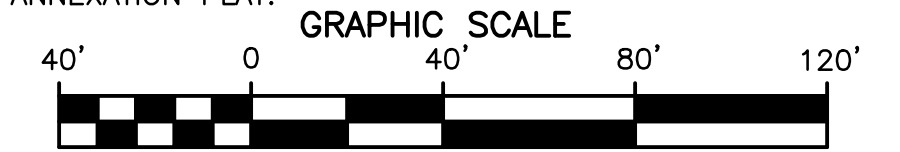
<b>SHEET 1 OF 3</b>		<i>Revisions and Additions: 8/21/19 M.K.H.</i>	
<b>PONCHA MEADOWS, FILING NO. 1</b>			
A SUBDIVISION LOCATED IN THE S 1/2 SW 1/4 of SEC. 3, T 49 N, R 8 E, N.M.P.M.			
CHAFFEE COUNTY	TOWN OF PONCHA SPRINGS	COLORADO	
Job Number: J-19-099	<b>HENDERSON LAND SURVEYING CO., INC.</b>		
TPC FILE: J-17-169	203 G STREET SALIDA, COLORADO		
DRAWN BY: M.K.H.	DATE:	DRAWING NO.	
1760 CAD	8/23/19	L-19-44	
CHECKED: M.K.H.			
FIG. BOOK: 5223 Pgs.			
11 -33			

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.

PONCHA MEADOWS, FILING NO. 1  
 A SUBDIVISION LOCATED IN THE  
 S1/2 of the SW 1/4 of SECTION 3, T 49 N, R 8 E, N.M.P.M.  
 IN THE  
 TOWN OF PONCHA SPRINGS  
 CHAFFEE COUNTY, COLORADO



DIRECTIONS ARE BASED ON THE BEARING N00°15'30"E BETWEEN RECOVERED SURVEY MONUMENTS AT THE NW CORNER OF THE TRACT DESCRIBED IN RECEPTION NO. 295429 AND AT HIGHWAY RIGHT OF WAY STA 406+00 EAST, AS SHOWN AND DESCRIBED ON THE JLS2, LLC ANNEXATION PLAT.



LEGEND

- PROJECT BOUNDARY
- - - EXISTING/ADJACENT RIGHT-OF-WAY
- - - TOWN BOUNDARY
- - - NEW ROAD RIGHT-OF-WAY
- /// NEW LOT LINE
- - - NEW EASEMENT LINE
- - - BUILDING SETBACK LINE
- W WATER MAIN
- S SEWER MAIN
- PP UTILITY POLE
- GM GAS MAIN WARNING SIGN
- G GAS MAIN
- X FENCE
- W WATER VALVE
- SM SEWER MANHOLE
- CP COMMUNICATION PEDESTAL
- T UNDERGROUND PHONE
- FO UNDERGROUND FIBER OPTIC
- E OVERHEAD ELECTRIC

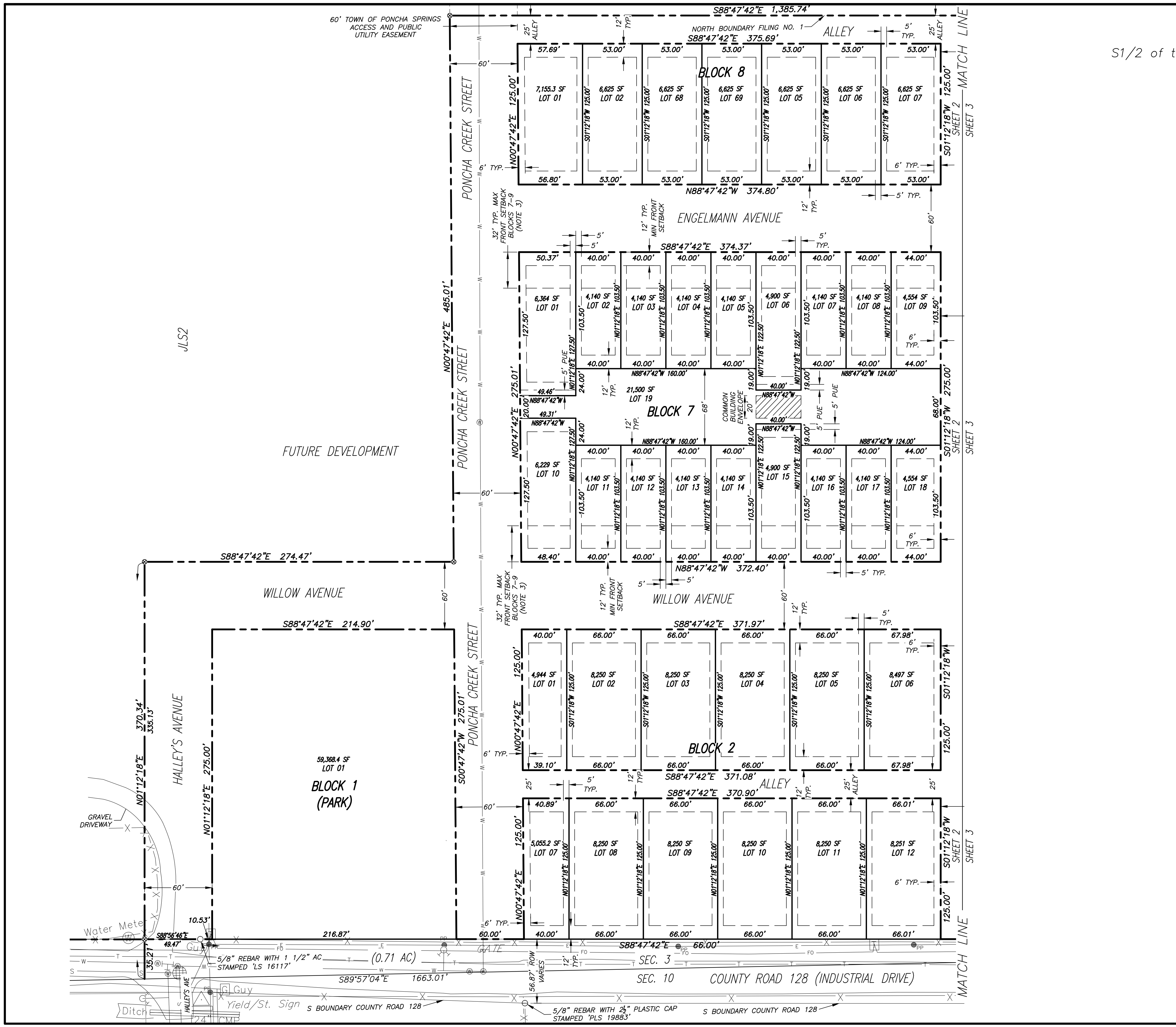
- DENOTES A RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED 'LS 16117'.
- ⊖ DENOTES A RECOVERED 1/2" REBAR WITH A 2 1/2" PLASTIC CAP STAMPED 'PLS 19883'.
- ⊗ DENOTES A 5/8"x24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED 'LS 16117', SET FOR THIS SURVEY.
- DENOTES A RECOVERED 3/4" x 30" REBAR WITH A 2 1/2" ALUMINUM CAP STAMPED WITH PROPER CORNER IDENTIFICATION AND "2002, LS 16117".

PLAT NOTES

1. EACH BLOCK IN FILING 1 OF PONCHA MEADOWS SHALL BE SUBJECT TO A DECLARATION OF COVENANTS AND H.O.A. FOR THAT BLOCK.
2. SNOW REMOVAL AND MAINTENANCE OF ALLEYS ARE THE RESPONSIBILITY OF EACH BLOCK H.O.A.
3. TOWN OF PONCHA SPRINGS GRANTED A VARIANCE TO INCREASE THE MAXIMUM ALLOWABLE FRONT PRIMARY SETBACK TO 32' FOR BLOCKS 7, 8 AND 9 ON THE CONDITION THEY ARE DEVELOPED AS PLATTED POCKET NEIGHBORHOODS PER THIS PLAT.
4. BLOCKS 5, 6, AND 7 WILL EACH HAVE A BLOCK H.O.A. WHICH WILL OWN AND MAINTAIN COMMON ELEMENTS OF THE BLOCK SUCH AS LOT 19 OF EACH BLOCK, TO INCLUDE SNOW REMOVAL, PARKING LOT MAINTENANCE AND LANDSCAPE MAINTENANCE OF COMMON ELEMENTS IN THE BLOCK.
5. LOT 19 OF BLOCKS 5, 6, AND 7 ARE DEDICATED AS PUBLIC UTILITY EASEMENTS, EXCEPT FOR THE 20' x 40' COMMON BUILDING ENVELOPE.
6. BLOCK 1 IS DEDICATED TO THE TOWN OF PONCHA SPRINGS AS A PUBLIC PARK.
7. LOT CORNER MONUMENTS SHALL BE SET AFTER THE COMPLETION OF STREET, ALLEY AND UTILITY CONSTRUCTION AND PRIOR TO THE SALE OF ANY LOT DEPICTED ON THIS PLAT.
8. ALL SIDE LOT SETBACKS SHALL BE PUBLIC UTILITY EASEMENTS. LOTS 1, 6, AND 15 OF BLOCKS 5, 6, AND 7 SHALL BE SUBJECT TO 5' REAR LOT UTILITY EASEMENTS.
9. AS MORE FULLY SET FORTH IN THE APPLICABLE DECLARATION OF COVENANTS, CAMPERS, TRAILERS, RECREATIONAL VEHICLES, AND ANY VEHICLE WIDER THAN 7' (EXCLUDING MIRRORS) ARE NOT ALLOWED IN ON-STREET PARKING DEDICATED IN THIS SUBDIVISION.
10. AS MORE FULLY SET FORTH IN THE APPLICABLE DECLARATION OF COVENANTS, MANUFACTURED HOUSING MUST MEET INTERNATIONAL RESIDENTIAL CODE AND MUST MEET ALL STANDARDS SET FORTH IN THE DECLARATION OF COVENANTS AND ASSOCIATION GOVERNING DOCUMENTS.
11. AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CAMPGROUND AND RV USES ARE NOT PERMITTED.
12. DUPLEXES MAY BE CONSTRUCTED ON BLOCK 2, LOTS 2-6 AND 8-12 SUBJECT TO TOWN AND ASSOCIATION REQUIREMENTS. ALL OTHER LOTS ARE ALLOWED A MAXIMUM OF ONE PRIMARY DWELLING UNIT AND 1 ACCESSORY DWELLING UNIT.
13. CITY OF SALIDA APPROVAL OF APPLICATIONS FOR INDIVIDUAL SEWER TAPS AND SEWER SERVICE TO LOTS WILL BE DEPENDENT ON THE CAPACITY OF DOWNSTREAM INFRASTRUCTURES AT TIME OF APPLICATION, AS IS DETERMINED BY CITY OF SALIDA.

SHEET 2 OF 3

<b>PONCHA MEADOWS, FILING NO. 1</b> A SUBDIVISION LOCATED IN THE S 1/2 SW 1/4 OF SEC. 3, T 49 N, R 8 E, N.M.P.M. SALIDA, COLORADO TOWN OF PONCHA SPRINGS COLORADO	
Job Number: J-19-099 TPC FILE: J-17-169	<b>HENDERSON LAND SURVEYING CO., INC.</b> 203 G STREET SALIDA, COLORADO
DRAWN BY: W.B.H. CHECKED: M.K.H. Plat. Book: 5223, Pgs. 17-23	DATE: <b>10/9/19</b> DRAWING NO.: <b>L-19-44</b>



JLS2

FUTURE DEVELOPMENT

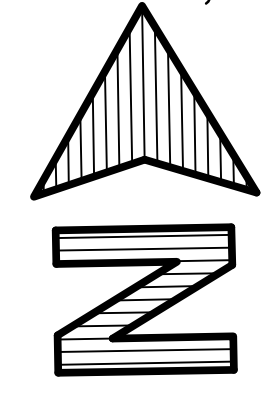
SEC. 3

SEC. 10

COUNTY ROAD 128 (INDUSTRIAL DRIVE)

SHEET 2 OF 3

PONCHA MEADOWS, FILING NO. 1  
 A SUBDIVISION LOCATED IN THE  
 S1/2 of the SW 1/4 of SECTION 3,  
 T 49 N, R 8 E, N.M.P.M.  
 IN THE  
 TOWN OF PONCHA SPRINGS  
 CHAFFEE COUNTY, COLORADO

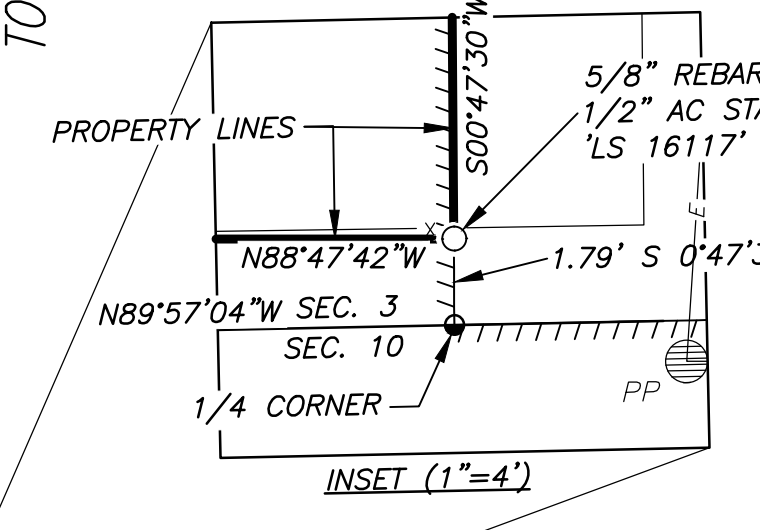


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**LEGEND**

	PROJECT BOUNDARY
	EXISTING/ADJACENT RIGHT-OF-WAY
	NEW ROAD RIGHT-OF-WAY
	TOWN BOUNDARY
	NEW LOT LINE
	NEW EASEMENT LINE
	BUILDING SETBACK LINE
	WATER MAIN
	SEWER MAIN
	UTILITY POLE
	GAS MAIN WARNING SIGN
	GAS MAIN
	FENCE
	WATER VALVE
	SEWER MANHOLE
	COMMUNICATION PEDESTAL
	UNDERGROUND PHONE
	UNDERGROUND FIBER OPTIC
	OVERHEAD ELECTRIC

- PLAT NOTES**
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  - CITY OF SALIDA APPROVAL OF APPLICATIONS FOR INDIVIDUAL SEWER TAPS AND SEWER SERVICE TO LOTS WILL BE DEPENDENT ON THE CAPACITY OF DOWNSIDE INFRASTRUCTURES AT TIME OF APPLICATION, AS IS DETERMINED BY CITY OF SALIDA.



**SHEET 3 OF 3**

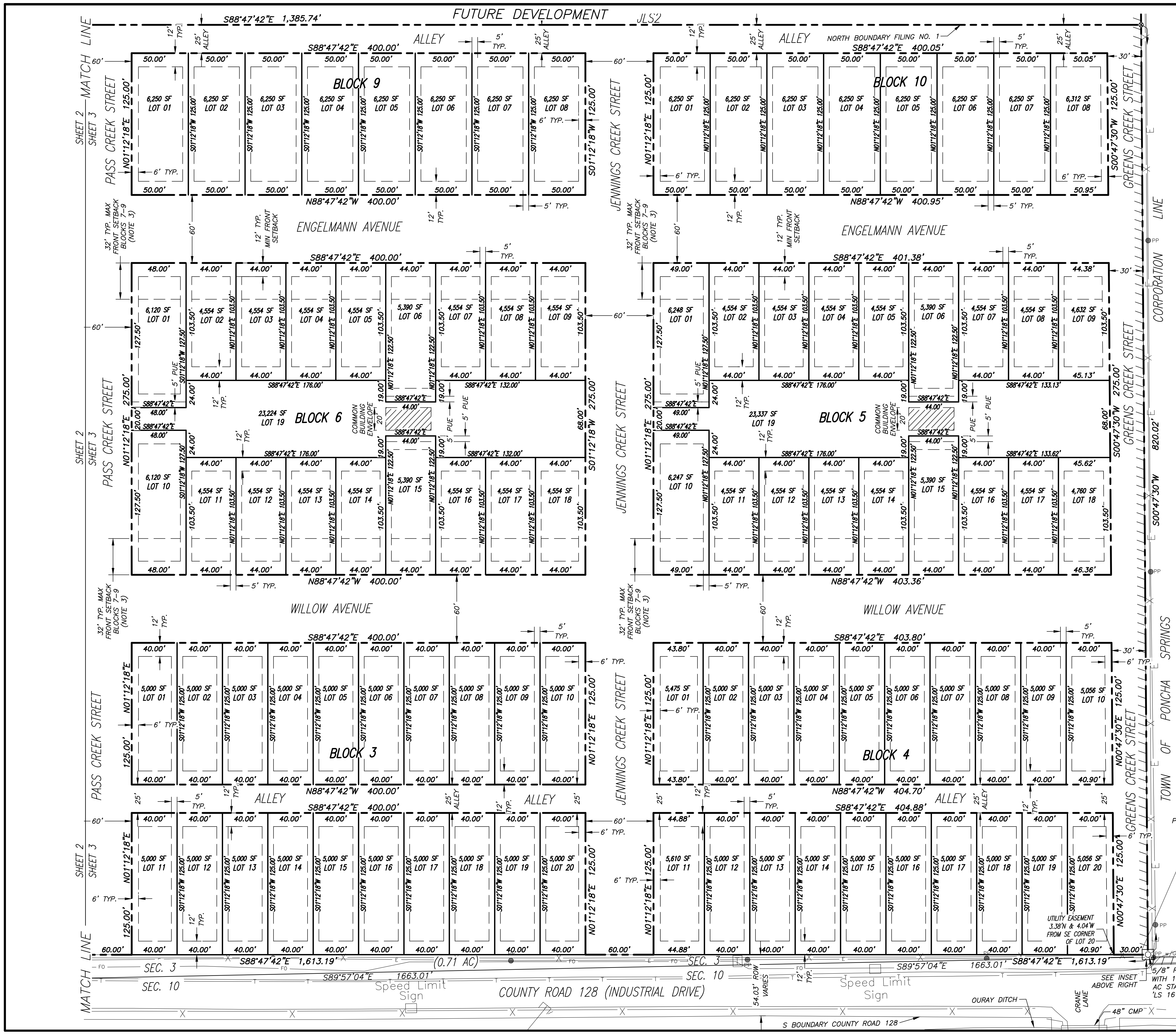
**PONCHA MEADOWS, FILING NO. 1**  
 A SUBDIVISION LOCATED IN THE S 1/2 SW 1/4 OF SEC. 3, T 49 N, R 8 E, N.M.P.M.  
 SALIDA, COLORADO TOWN OF PONCHA SPRINGS COLORADO

Job Number: J-19-099  
 TPC FILE: J-17-169

**HENDERSON LAND SURVEYING CO., INC.**  
 203 G STREET SALIDA, COLORADO

DATE: **10/9/19**  
 DRAWING NO. **L-19-44**

DRAWN BY: W.B.H.  
 CHECKED: M.K.H.  
 Plat Book: 5223, Pgs. 17-23



# JLS2, LLC

## SEWER PLANS

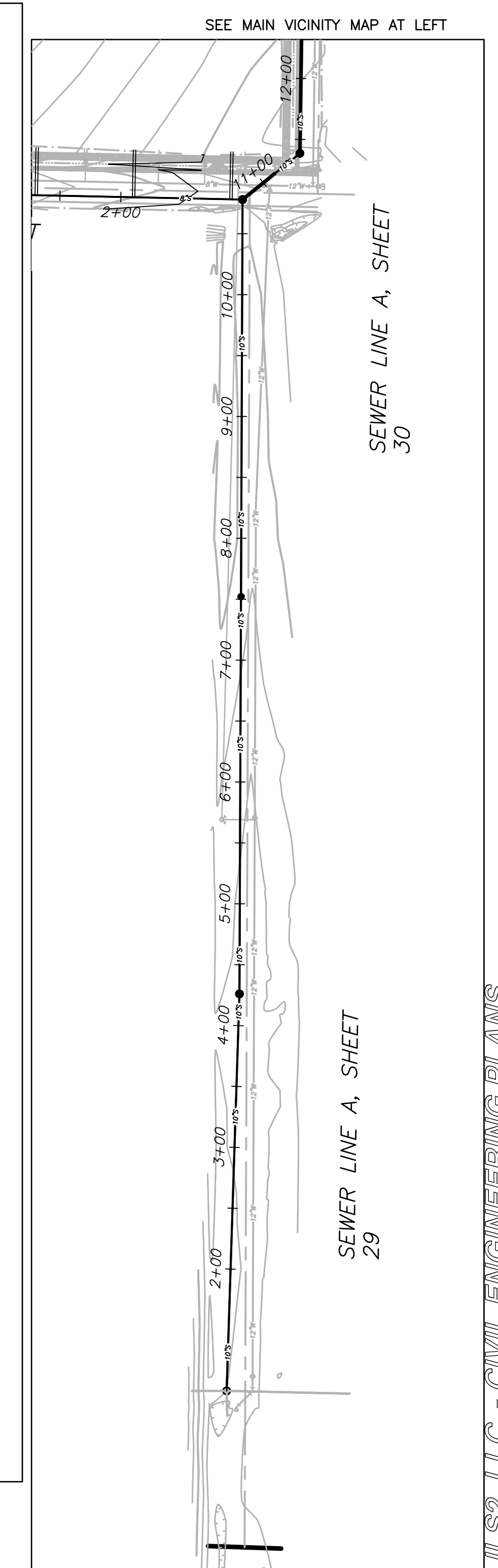
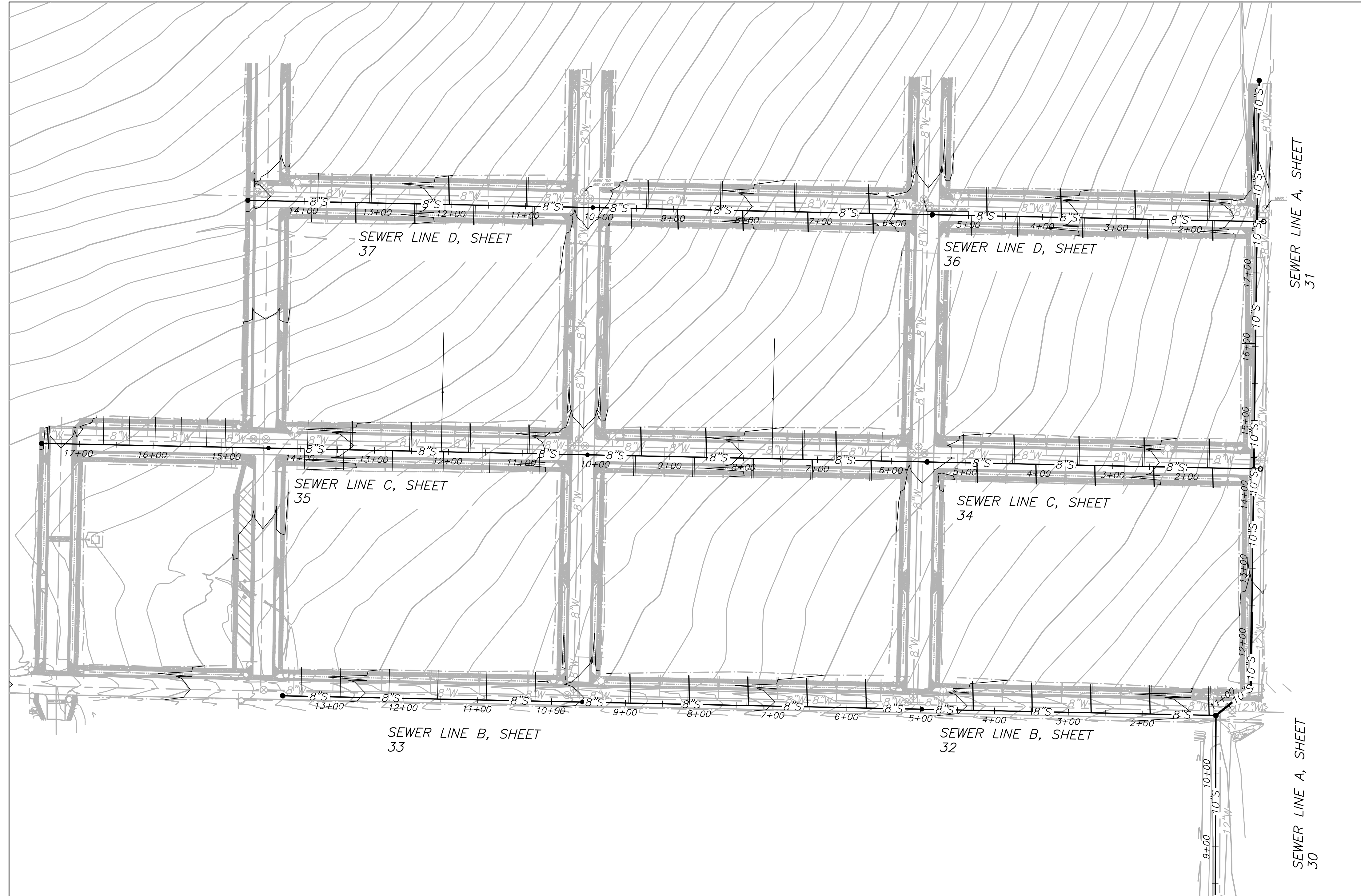
PONCHA SPRINGS, CO  
AUGUST, 2019

### SEWER NOTES:

1. THE FOLLOWING SUBMITTALS ARE REQUIRED AND MUST BE RECEIVED AND APPROVED BY THE PROJECT ENGINEER PRIOR TO COMMENCEMENT OF THE WORK:
  - A. MANUFACTURER'S DOCUMENTATION FOR ALL MANHOLES, PIPE MATERIAL, FITTINGS, AND OTHER APPURTENANCES.
  - B. GRADATION AND PROCTORS FOR BEDDING AND STRUCTURAL FILL MATERIAL.
2. SEWER MAIN PIPE MATERIAL SHALL BE SDR 35 POLYVINYL CHLORIDE (PVC), SIZED AS SHOWN ON THE PLAN, AND MANUFACTURED IN CONFORMANCE WITH ASTM-3034.
3. ALL MATERIALS STORED ON-SITE SHALL BE PROTECTED FROM CONTAMINATION AND STORED PER THE MANUFACTURERS RECOMMENDATIONS.
4. ALL SEWER MAINS SHALL BE CONSTRUCTED WITH A MINIMUM COVER OF 3.5 FEET BELOW FINISHED GRADE. IF MAINTAINING MINIMUM COVER IS IMPRACTICAL; THE PROJECT ENGINEER, AT THEIR SOLE DISCRETION, MAY ALLOW REDUCED COVER WITH POLYSTYRENE INSULATION PLACED OVER THE MAIN.
5. STRUCTURAL FILL, AS SHOWN IN THE TYPICAL TRENCH SECTION (SHEET 28), SHALL MEET CDOT CLASS 1 SPECIFICATIONS.
6. PIPE BEDDING, AS DEFINED IN THE TYPICAL TRENCH SECTION (SHEET 28), SHALL BE 1.5-INCH CRUSHED ROCK.
7. SEWER LINES IN AREAS WITH HIGH GROUNDWATER SHALL HAVE A MINIMUM OF ONE CLAY CUTOFF WALL ROUGHLY EQUIDISTANT BETWEEN MANHOLES.
8. ALL SERVICE TAPS SHALL BE INSTALLED UTILIZING PREDCO HUB TAP SADDLES LOCATED 45' FROM THE VERTICAL CENTERLINE, UNLESS NOTED OTHERWISE.
9. SERVICE LINES FOR INDIVIDUAL RESIDENCES SHALL BE SOLID CORE PVC SCHEDULE 40 UNLESS NOTED OTHERWISE.
10. SEWER LINES SHALL HAVE A MINIMUM CLEARANCE FROM WATER LINES OF 10 FEET IN THE HORIZONTAL DIRECTION AND 1.5 FEET VERTICALLY. IF MINIMUM CLEARANCES ARE IMPRACTICAL; THE PROJECT ENGINEER, AT THEIR SOLE DISCRETION, MAY ALLOW FOR REDUCED CLEARANCES WITH CONCRETE ENCASEMENT PER CITY OF SALIDA STANDARD DRAWING WS-01.
11. CONTRACTOR SHALL PROVIDE USERS A MINIMUM OF 48 HOURS NOTICE PRIOR TO ANY DISRUPTION OF SERVICE.
12. THE FOLLOWING ARE CONSIDERED MANDATORY INSPECTION POINTS FOR SEWER MAIN CONSTRUCTION:
  - A. TRENCH CONSTRUCTION PRIOR TO LAYING PIPE
  - B. PIPE BEDDING PRIOR TO COVERING PIPE
  - C. COMPACTION OF STRUCTURAL FILL
  - D. CONCRETE ENCASEMENT FORMING PRIOR TO POURING CONCRETE
  - E. CONCRETE ENCASEMENT PRIOR TO BACKFILL
14. NO OTHER UTILITIES TO BE PLACED IN SEWER LATERAL TRENCH.

### SEWER DEMAND:

FILING NO. 1: 29 ACRES, 129 LOTS  
 TOTAL JLS2 PROPERTY: 146 ACRES. 15 ACRES ZONED T5 (COMMERCIAL/MIXED-USE). REMAINING 131 ACRES AT SAME DENSITY AS FILING NO. 1 = 583 LOTS.



VICINITY MAP  
SCALE: 1"=80'

INTERNAL REVIEW 8/30/19


**PRIVATE ENGINEER'S NOTES TO CONTRACTOR**  
 THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.  
 CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

**PREPARED FOR:**  
 JLS2, LLC  
 7693 US HWY 285  
 SALIDA, CO  
 PHONE: 719-539-6676

**PREPARED UNDER THE DIRECTION OF:** \_\_\_\_\_ DATE \_\_\_\_\_

TRACY L VANDAVEER      CRABTREE GROUP, INC  
 L.C.E. NO. 38552      EXP. DATE 10/31/19

**PREPARED BY:**

 **CRABTREE GROUP INC.**  
 ENGINEERING SMART GROWTH™

328 D STREET      918 CUYAMA ROAD  
 SALIDA, CO 81201      OJAI, CA 93028  
 PH: 719-539-1675      PH: 719-221-1799

**SEAL**

DATE	BY	MARK	ENGINEER

**REVISIONS**

APPR.	DATE	REVISION AGENCY

**TOWN OF PONCHA SPRINGS**

DESIGNED BY	WBH	APPROVED BY:	
DRAWN BY	WBH	AGENCY HEAD	DATE
CHECKED BY	TLV		
SCALE	1"=80'	BENCHMARK: 5/8" REBAR WITH 1.5" AC STAMPED "LS 16117" SOUTH EDGE OF CAP HAVING AN ELEVATION OF 7464.38, LOCATED AT SE CORNER OF SUBJECT PARCEL. N: 1002.513, E: 5486.12	
DATE	AUG. 2019		

**JLS2, LLC**  
 PONCHA SPRINGS, CO

**SEWER COVER SHEET**

**SEWER PLANS**

SEWER NOTES, INDEX MAP

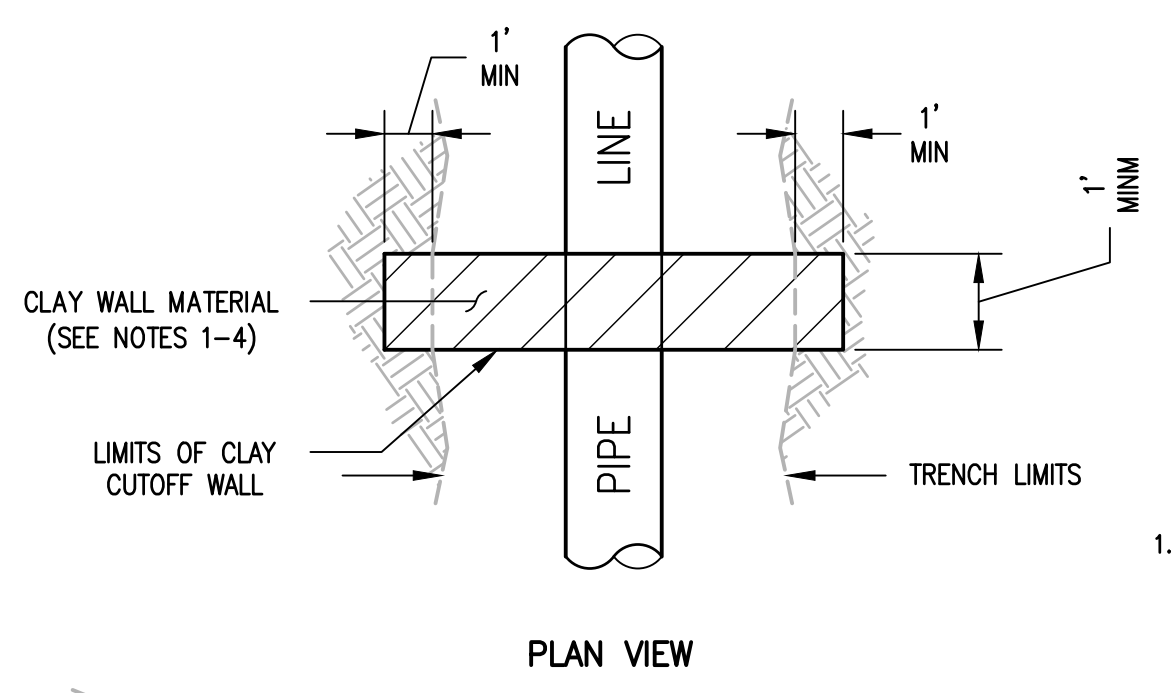
**SHEET NO.**  
27

**OF 50 SHTS.**

**PROJECT NO.**  
17020

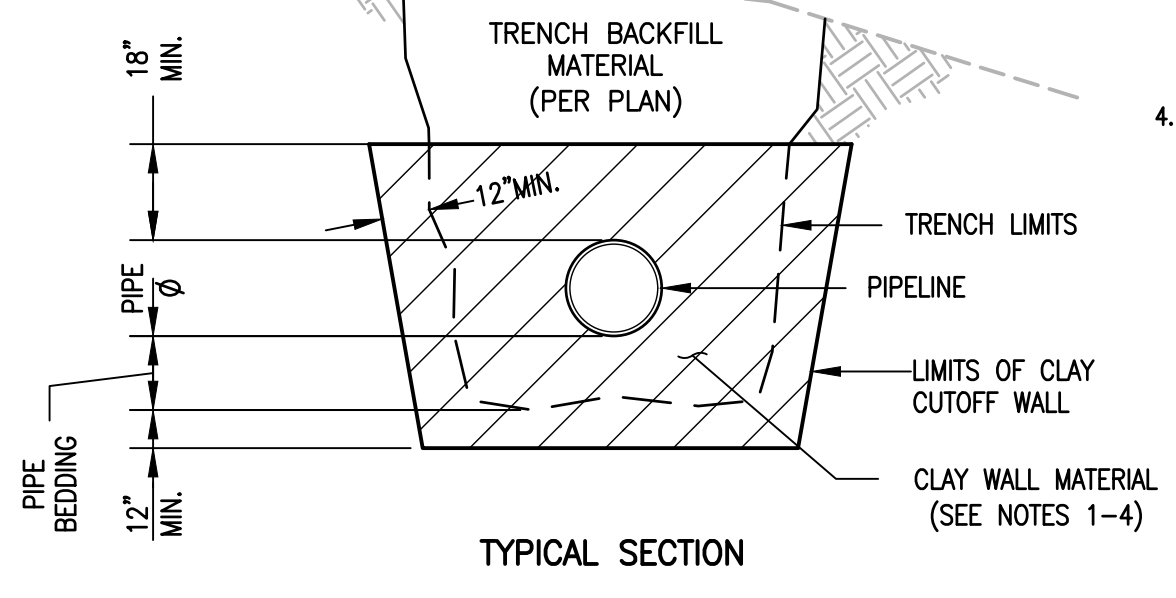
JLS2, LLC - CIVIL ENGINEERING PLANS





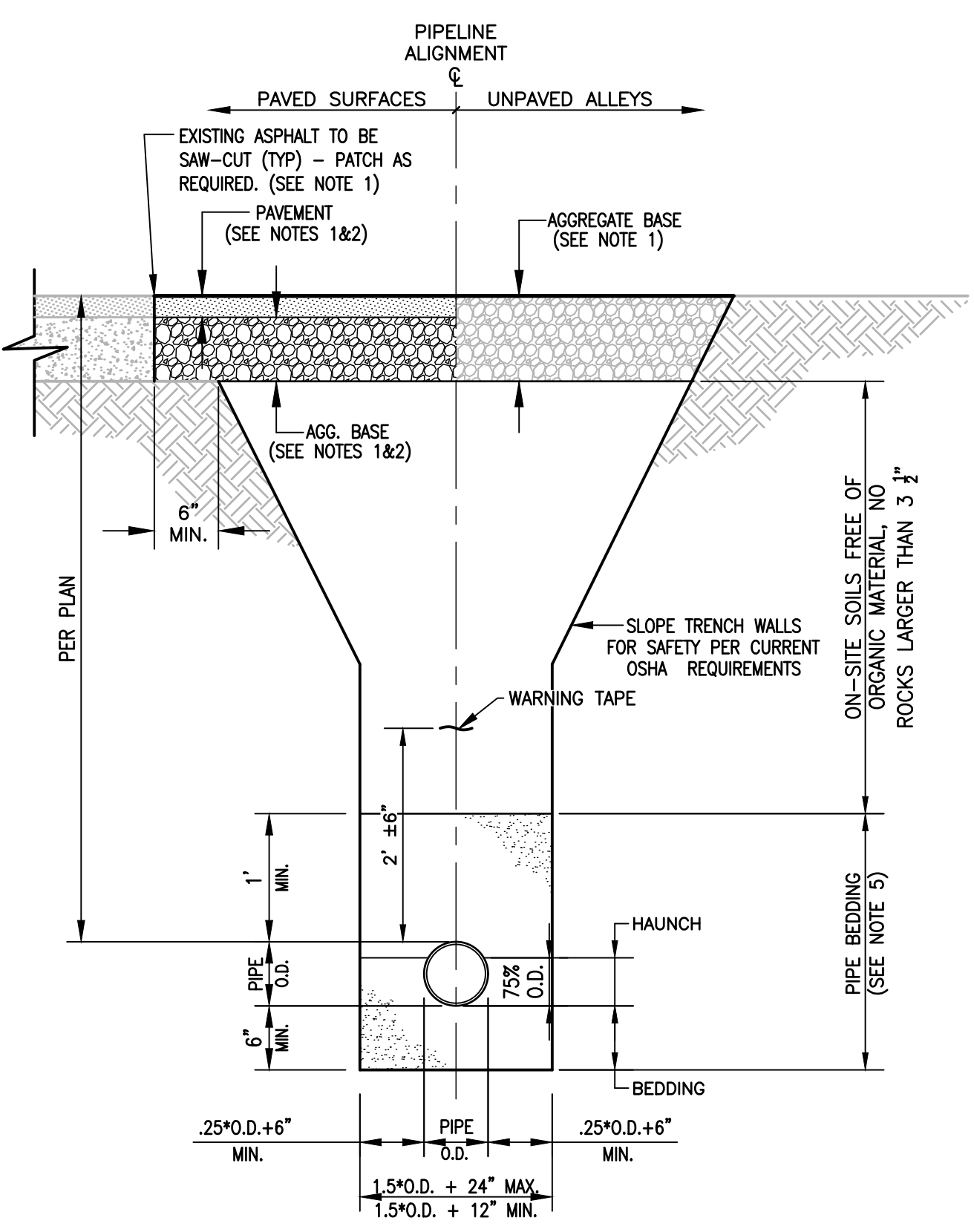
PLAN VIEW

- CUTOFF WALL NOTES:**
1. CLAY TO BE CLASSIFIED AS "CL", "CH", OR "OH" UNDER THE UNIFIED SOIL CLASSIFICATION SYSTEM.
  2. CLAY WALL TO EXTEND A MINIMUM OF 12" INTO UNDISTURBED NATIVE SOIL ON EACH SIDE AND BOTTOM OF TRENCH.
  3. CLAY WALL MATERIAL TO BE COMPACTED TO A MINIMUM OF 95% PER ASTM D698.
  4. BENTONITE MODIFIED SOIL OR FLOW-FILL MAY BE SUBSTITUTED FOR CLAY MATERIAL WITH WRITTEN APPROVAL OF THE ENGINEER.



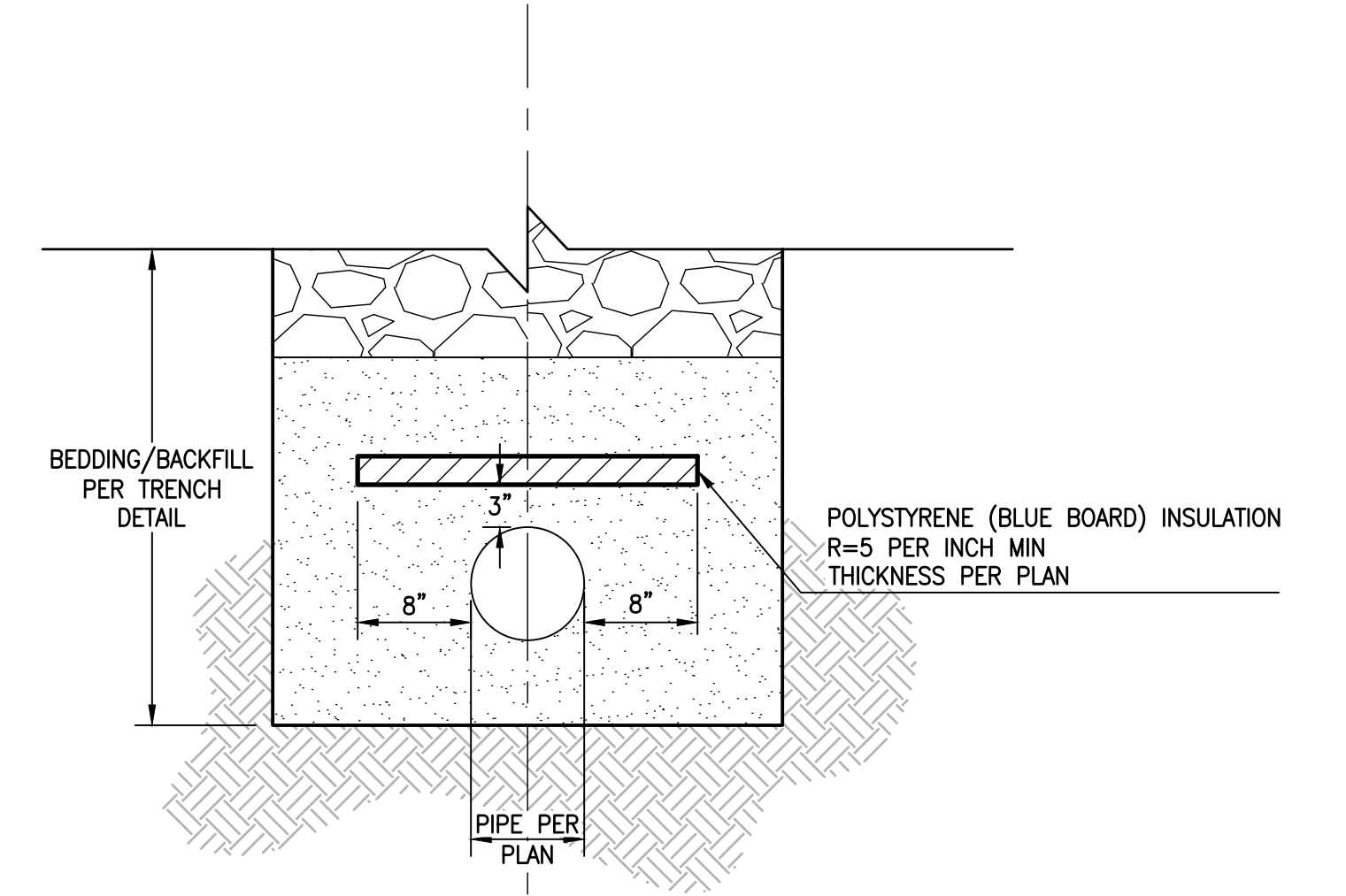
TYPICAL SECTION

**DETAIL  
CLAY CUTOFF WALL**  
(NO SCALE)

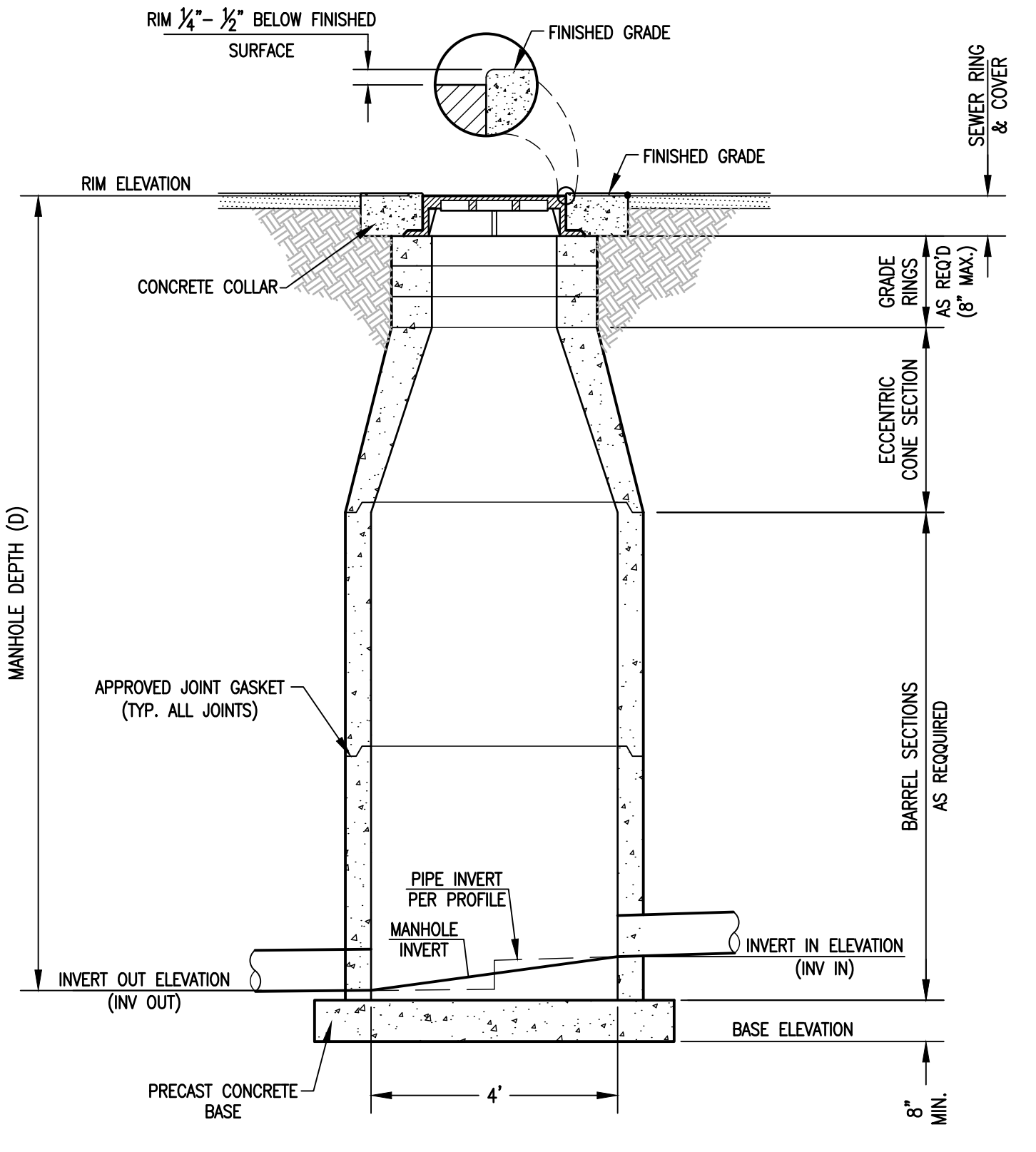


**DETAIL  
TYPICAL SEWER TRENCH DETAIL**  
(NO SCALE)

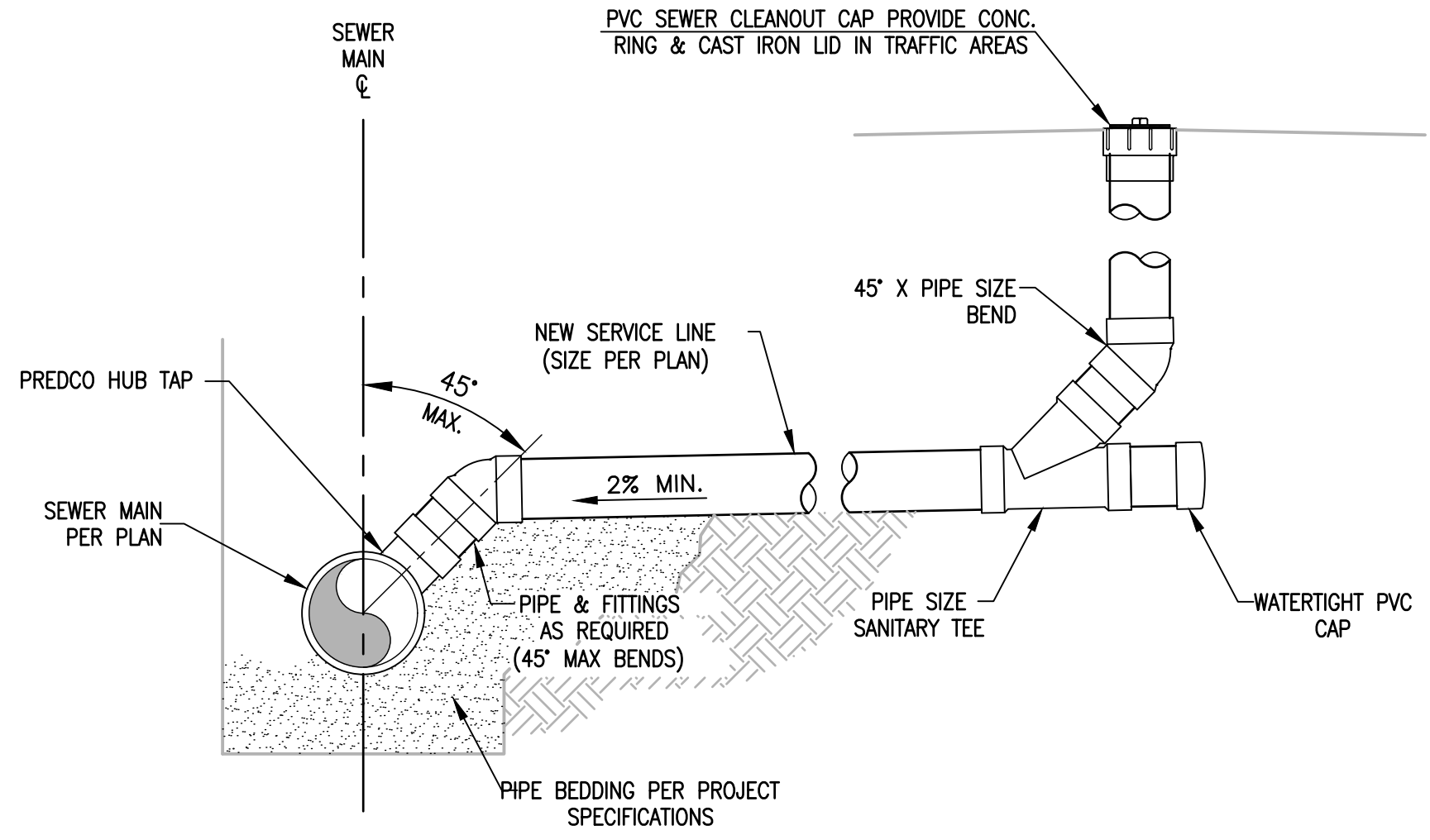
- TRENCH SECTION NOTES:**
1. ASPHALT AND ALLEY PATCHES SHALL COMPLY WITH THE APPROPRIATE TOWN OF PONCHA SPRINGS STANDARDS.
  2. NEW ASPHALT OR ASPHALT OVERLAY SHALL COMPLY WITH THE PROJECT SPECIFIC STANDARDS PROVIDED IN STREET NOTES.
  3. PIPE BEDDING SHALL BE 3" CRUSHED ROCK.
  4. BACKFILL ABOVE PIPE BEDDING SHALL BE ON-SITE SOILS, FREE OF ORGANIC MATERIAL, AND NO ROCKS LARGER THAN 3 1/2". FILL AND BEDDING MATERIAL TO BE PLACED IN 12-INCH MAXIMUM LIFTS (COMPACTED DEPTH) TO THE FOLLOWING MINIMUM PERCENTAGES:
    - A. STREETS, PARKING LOTS, & ALLEYS COMPACTED TO 95% PER ASTM D1557 (MODIFIED PROCTOR).
    - B. UTILITY EASEMENTS OUTSIDE THE STREET SECTION COMPACTED TO 90% PER ASTM D1557 (MODIFIED PROCTOR).
    - C. UNDEVELOPED LAND COMPACTED TO 80% PER ASTM D1557 (MODIFIED PROCTOR).
  5. THIS DETAIL IS FOR "DRY" TRENCH CONDITIONS, "WET TRENCH" CONDITIONS CONTRACTOR SHALL PROVIDE A MINIMUM 4" OF 1.5 INCH CRUSHED ROCK UNDER PIPE BEDDING MATERIAL WRAPPED WITH FILTER FABRIC (MIRFI 140N OR APPROVED EQUIVALENT).
  6. BEDDING, STRUCTURAL FILL, TOPSOIL, WARNING TAPE, AND ASPHALT PATCHING ARE CONSIDERED INCIDENTAL TO THE CONSTRUCTION OF THE SEWER MAIN AND SHALL BE INCLUDED IN THE UNIT PRICE FOR SEWER MAIN INSTALLATION.
  7. EXCAVATED MATERIAL CONTAINING RUBBISH, FROZEN MATERIAL, ORGANIC DEBRIS, ASPHALT, CONCRETE OR OTHER DELETERIOUS MATERIAL, NOT SUITABLE FOR STRUCTURAL FILL SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF MATERIAL IN A FASHION THAT COMPLIES WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS. THE OWNER MAY REQUIRE DOCUMENTATION OF PROPER DISPOSAL AS A CONDITION OF FINAL PAYMENT.
  8. SEE SEWER GENERAL NOTES FOR PIPE SPECIFICATIONS.



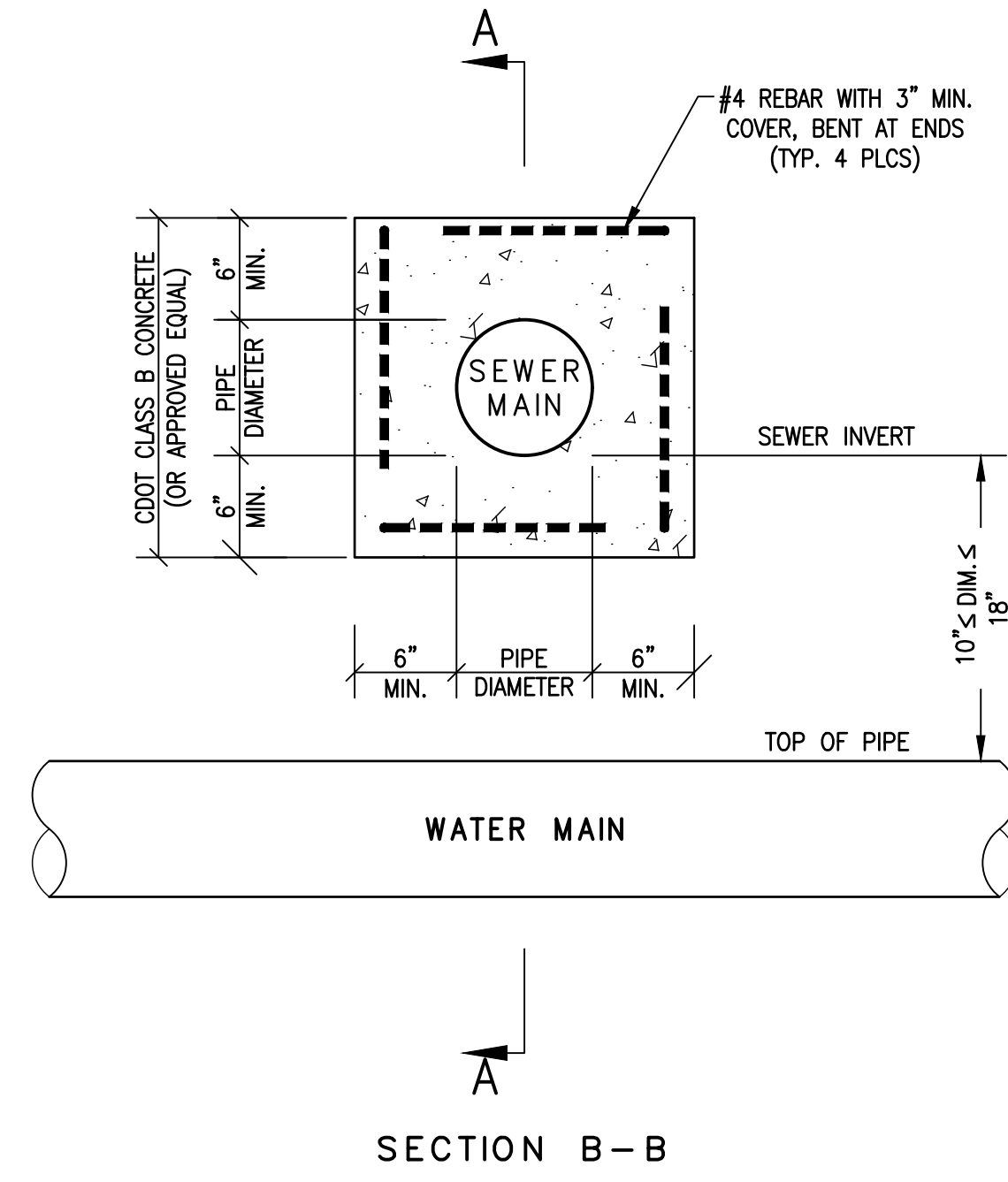
**DETAIL  
PIPE INSULATION**  
(NO SCALE)



**DETAIL  
SEWER MANHOLE**  
(NO SCALE)

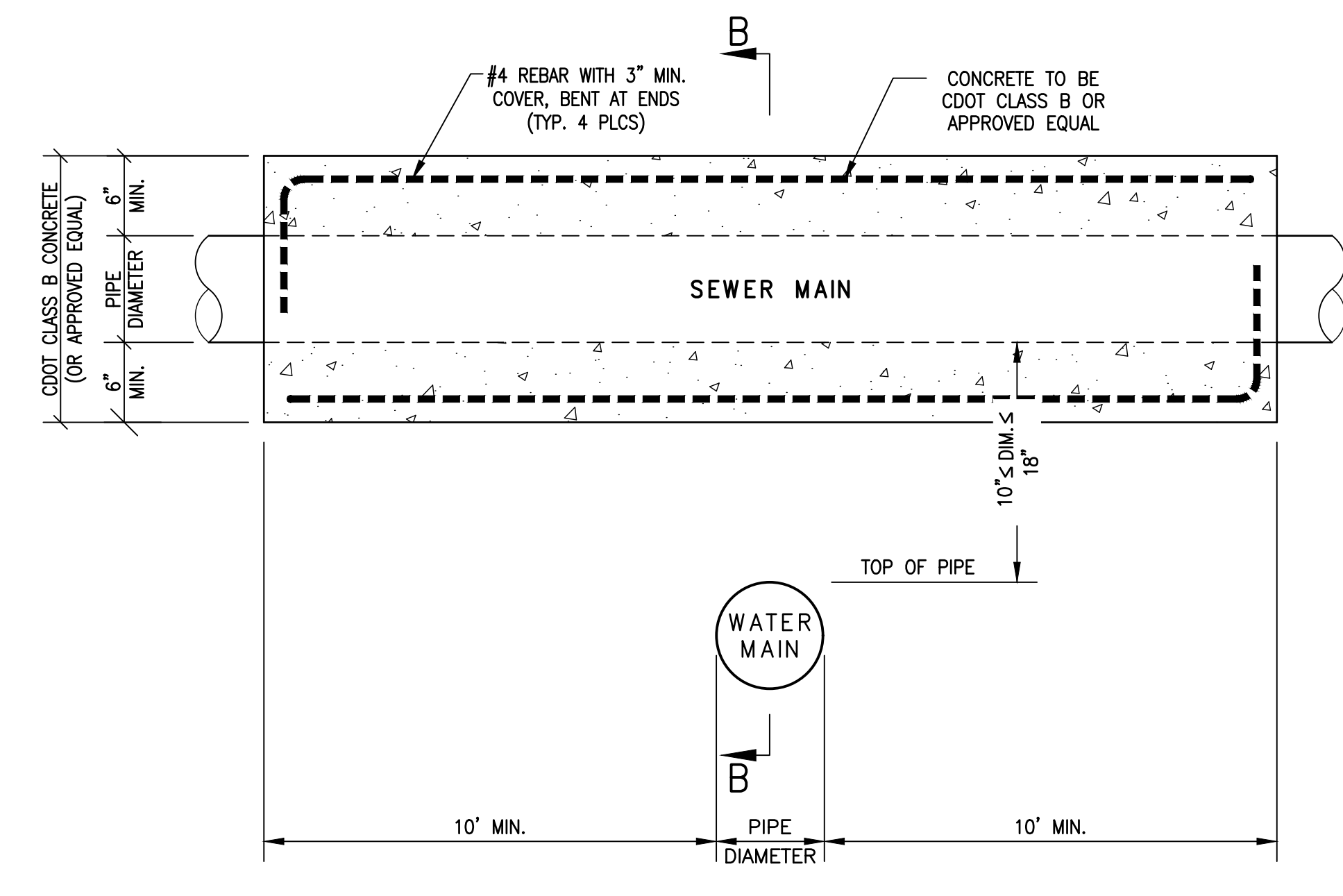


**DETAIL  
SEWER SERVICE TAP**  
(NO SCALE)



**SECTION B-B**

- NOTES:**
1. CONCRETE FOR ENCASEMENT SHALL MEET CDOT CLASS B SPECIFICATIONS.
  2. CONTRACTOR SHALL CONTACT THE CITY OF SALIDA PUBLIC WORKS DEPARTMENT FOR INSPECTION PRIOR TO POURING CONCRETE AND/OR BACKFILLING.



**SECTION A-A**

**DETAIL  
CONCRETE SEWER ENCASEMENT**  
(NO SCALE)

INTERNAL REVIEW 8/30/19

**PRIVATE ENGINEER'S NOTES TO CONTRACTOR**  
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**PREPARED FOR:**  
JLS2, LLC  
7693 US HWY 285  
SALIDA, CO  
PHONE: 719-539-6676

**PREPARED UNDER THE DIRECTION OF:**  
DATE \_\_\_\_\_

TRACY L VANDAVEER      CRABTREE GROUP, INC  
L.C.E. NO. 38552      EXP. DATE 10/31/19

**PREPARED BY:**

**CRABTREE GROUP INC.**  
ENGINEERING SMART GROWTH™

328 D STREET      918 CUYAMA ROAD  
SALIDA, CO 81201      OJAI, CA 91328  
PH: 719-539-1875      PH: 719-221-1799

**SEAL**

DATE \_\_\_\_\_ BY \_\_\_\_\_ MARK \_\_\_\_\_  
ENGINEER

NO.	DATE	BY	MARK	REVISIONS

**TOWN OF PONCHA SPRINGS**

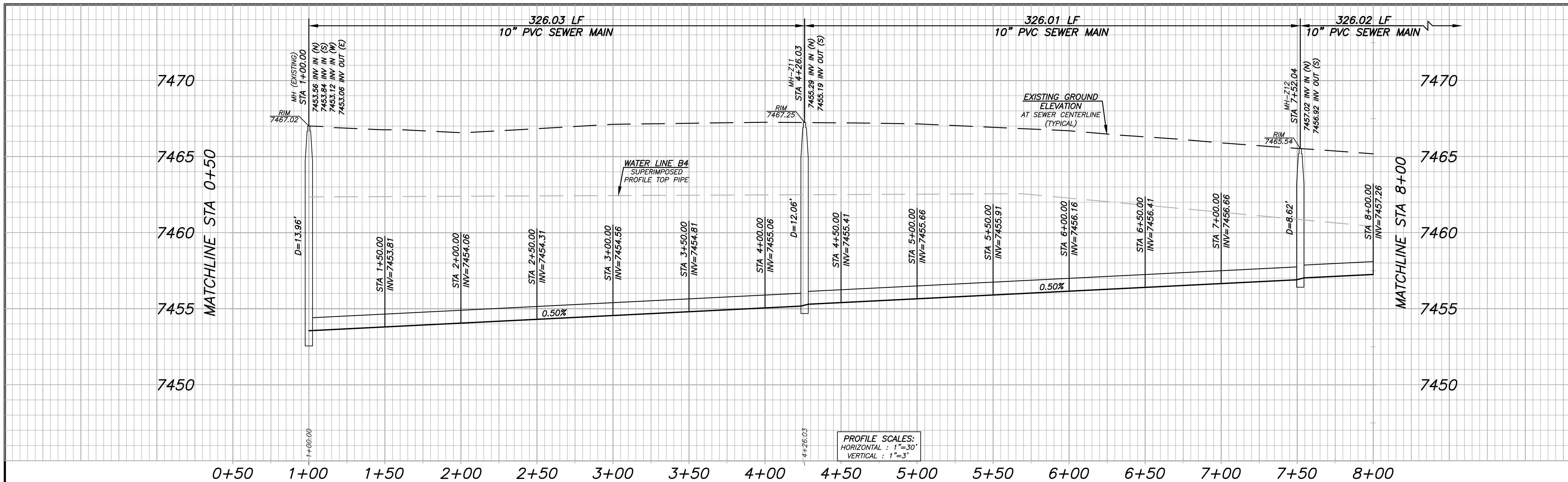
DESIGNED BY **WBH**      APPROVED BY: \_\_\_\_\_  
DRAWN BY **WBH**  
CHECKED BY **TLV**      AGENCY HEAD      DATE \_\_\_\_\_

SCALE **1"=80'**      BENCHMARK: 5/8" REBAR WITH 1.5" AC STAMPED "LS 16117" SOUTH EDGE OF CAP HAVING AN ELEVATION OF 7464.38, LOCATED AT SE CORNER OF SUBJECT PARCEL, N: 1002.513, E: 5486.12

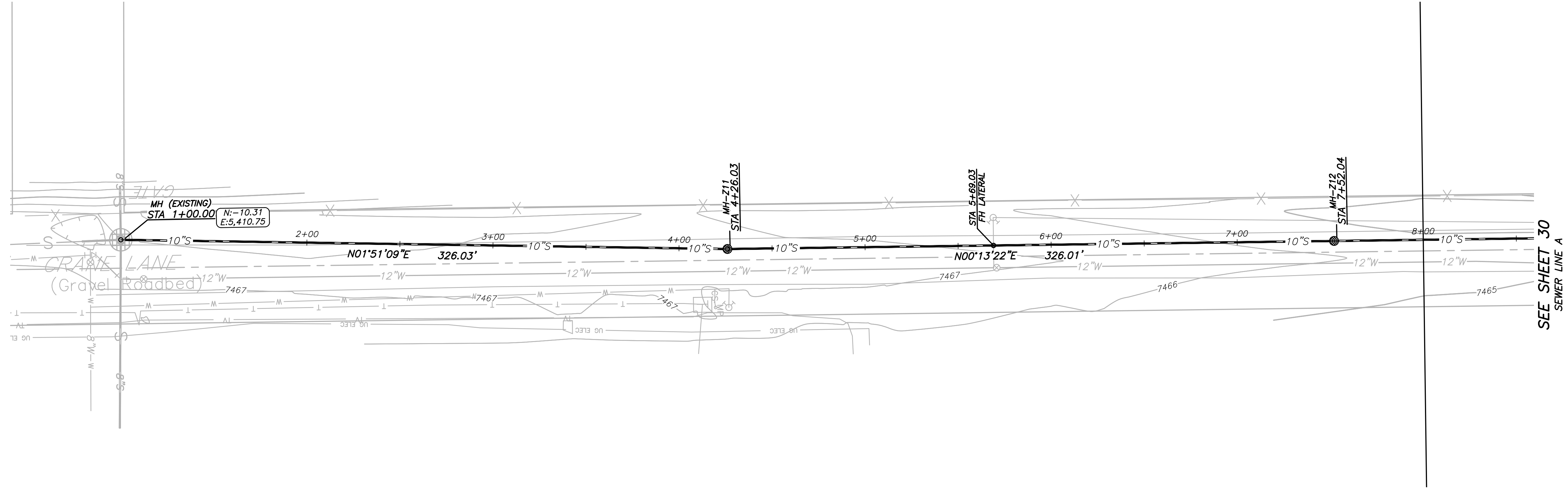
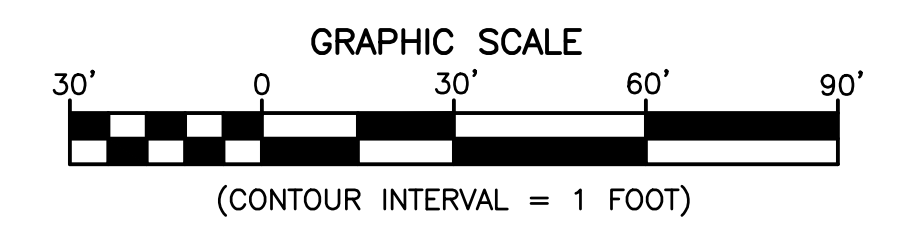
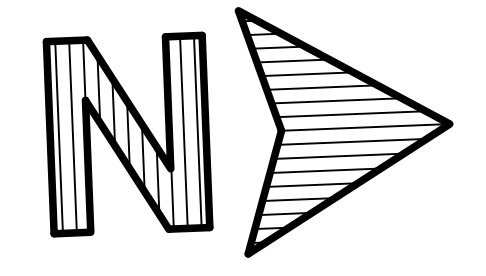
DATE **AUG. 2019**      REVISION AGENCY

**JLS2, LLC**  
PONCHA SPRINGS, CO  
**SEWER DETAILS**  
**SEWER PLANS**  
SEWER DETAILS

SHEET NO. **28**  
OF **50** SHEETS.  
PROJECT NO. **17020**



PROFILE SCALES:  
 HORIZONTAL : 1"=30'  
 VERTICAL : 1"=3'



**SEWER LINE A**  
 STA 1+00.00 TO STA 8+00.00

INTERNAL REVIEW 8/30/19

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 PHONE: 719-539-6676

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 L.C.E. NO. 38552      EXP. DATE 10/31/19

**PREPARED BY:**

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 ENGINEERING SMART GROWTH™

328 D STREET      918 CUYAMA ROAD  
 SALIDA, CO 81201      OJAI, CA 93029  
 PH: 719-539-1875      PH: 719-221-1799

**SEAL**

DATE	BY	MARK	REVISIONS

**TOWN OF PONCHA SPRINGS**

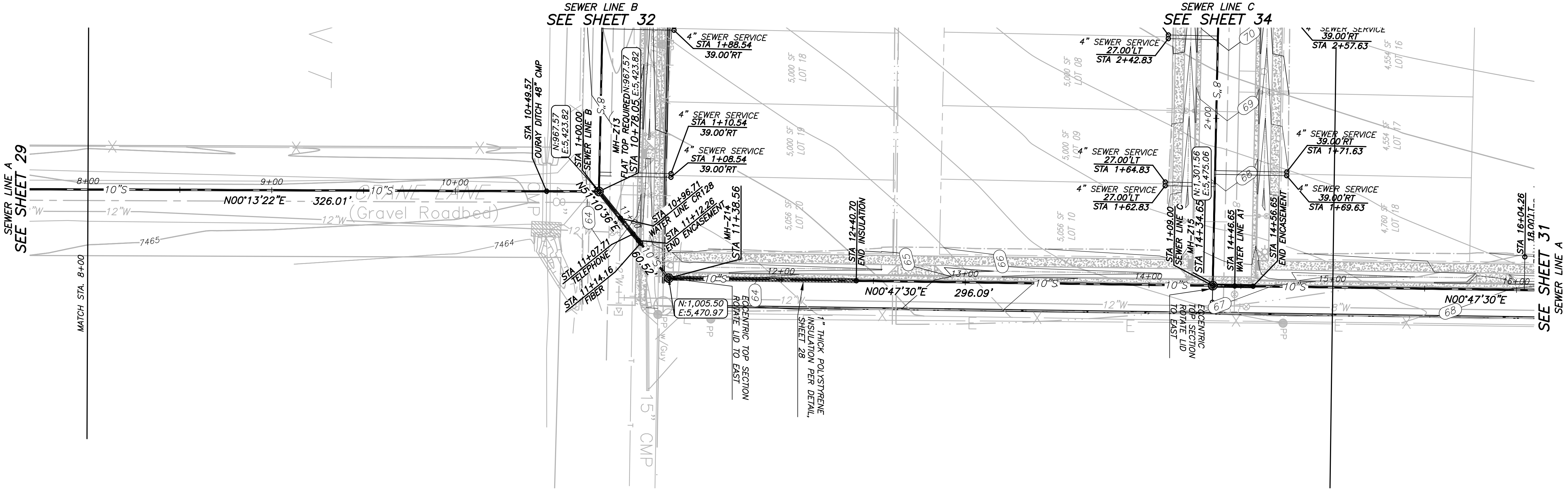
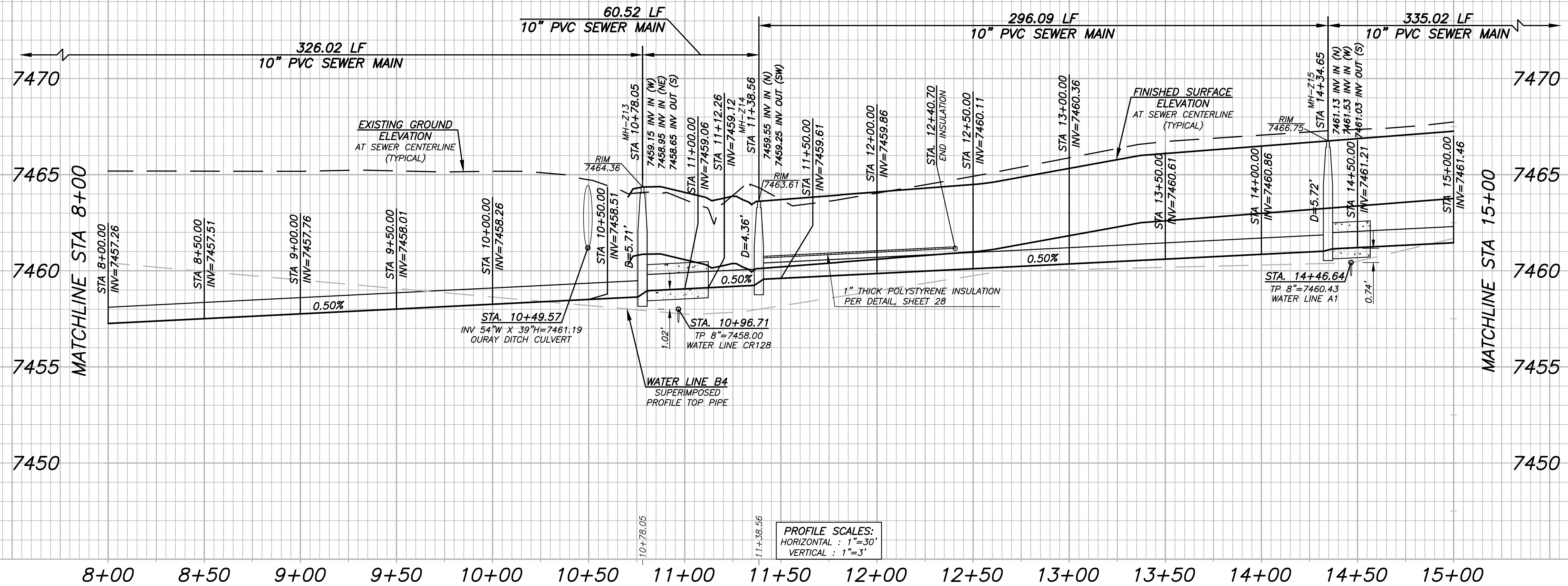
DESIGNED BY WBH	APPROVED BY:
DRAWN BY WBH	AGENCY HEAD
CHECKED BY TLV	DATE
SCALE 1"=30'	BENCHMARK: 5/8" REBAR WITH 1.5" AC STAMPED "LS 16117" SOUTH EDGE OF CAP HAVING AN ELEVATION OF 7464.38, LOCATED AT SE CORNER OF SUBJECT PARCEL. N: 1002.513, E: 5486.12
DATE AUG. 2019	REVISION AGENCY

**JLS2, LLC**  
 PONCHA SPRINGS, CO

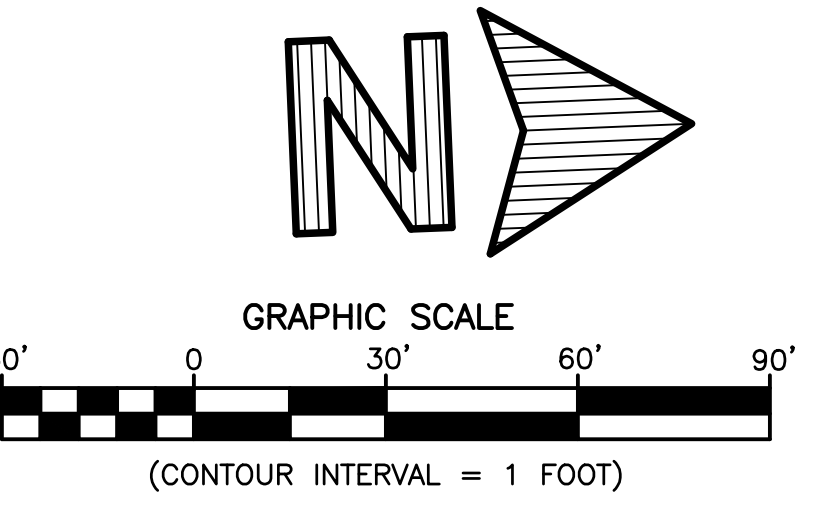
**SEWER PLAN & PROFILE**

**SEWER LINE A**  
 STA 1+00.00 TO STA 8+00.00

SHEET NO.  
**29**  
 OF 50 SHTS.  
 PROJECT NO.  
 17020



**SEWER LINE A**  
STA 8+00.00 TO STA 15+00.00




**PRIVATE ENGINEER'S NOTES TO CONTRACTOR**  
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TRACY L VANDAVEER CRABTREE GROUP, INC  
L.C.E. NO. 38552 EXP. DATE 10/31/19

**PREPARED BY:**



**CRABTREE GROUP INC.**  
ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875  
918 CUYAMA ROAD OJAI, CA 91328 PH: 719-221-1799

**SEAL**

DATE	BY	MARK

REVISIONS		APPR.	DATE

**TOWN OF PONCHA SPRINGS**

DESIGNED BY	WBH	APPROVED BY:	
DRAWN BY	WBH	AGENCY HEAD	DATE
CHECKED BY	TLV		
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DATE	AUG. 2019		

**JLS2, LLC**  
PONCHA SPRINGS, CO

**SEWER PLAN & PROFILE**

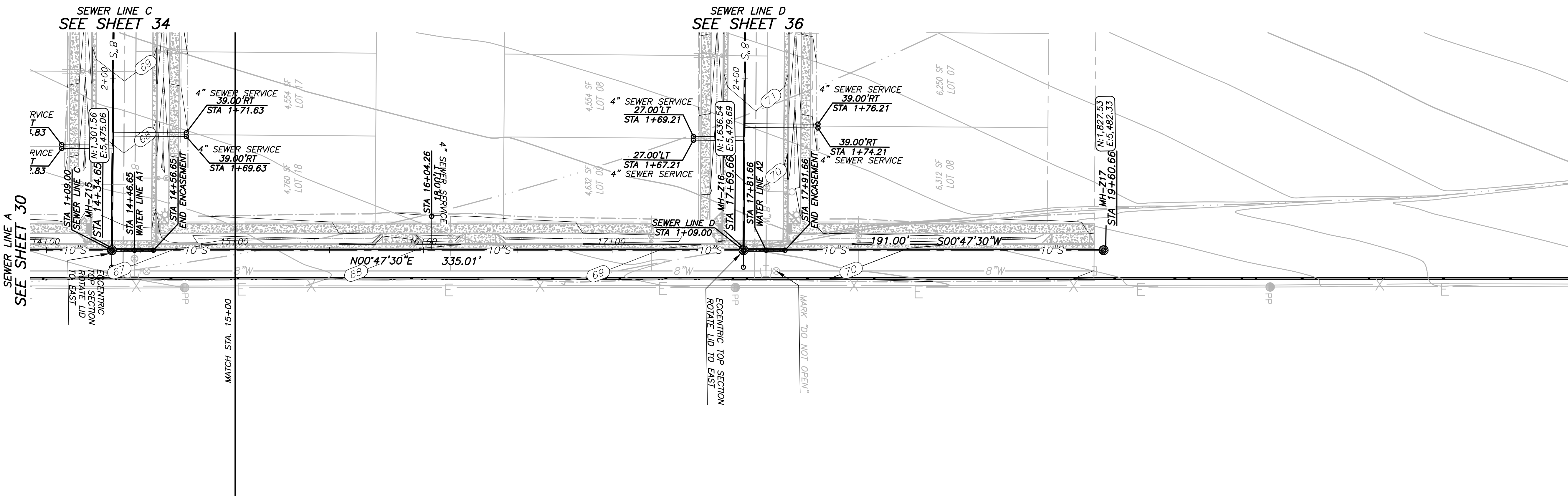
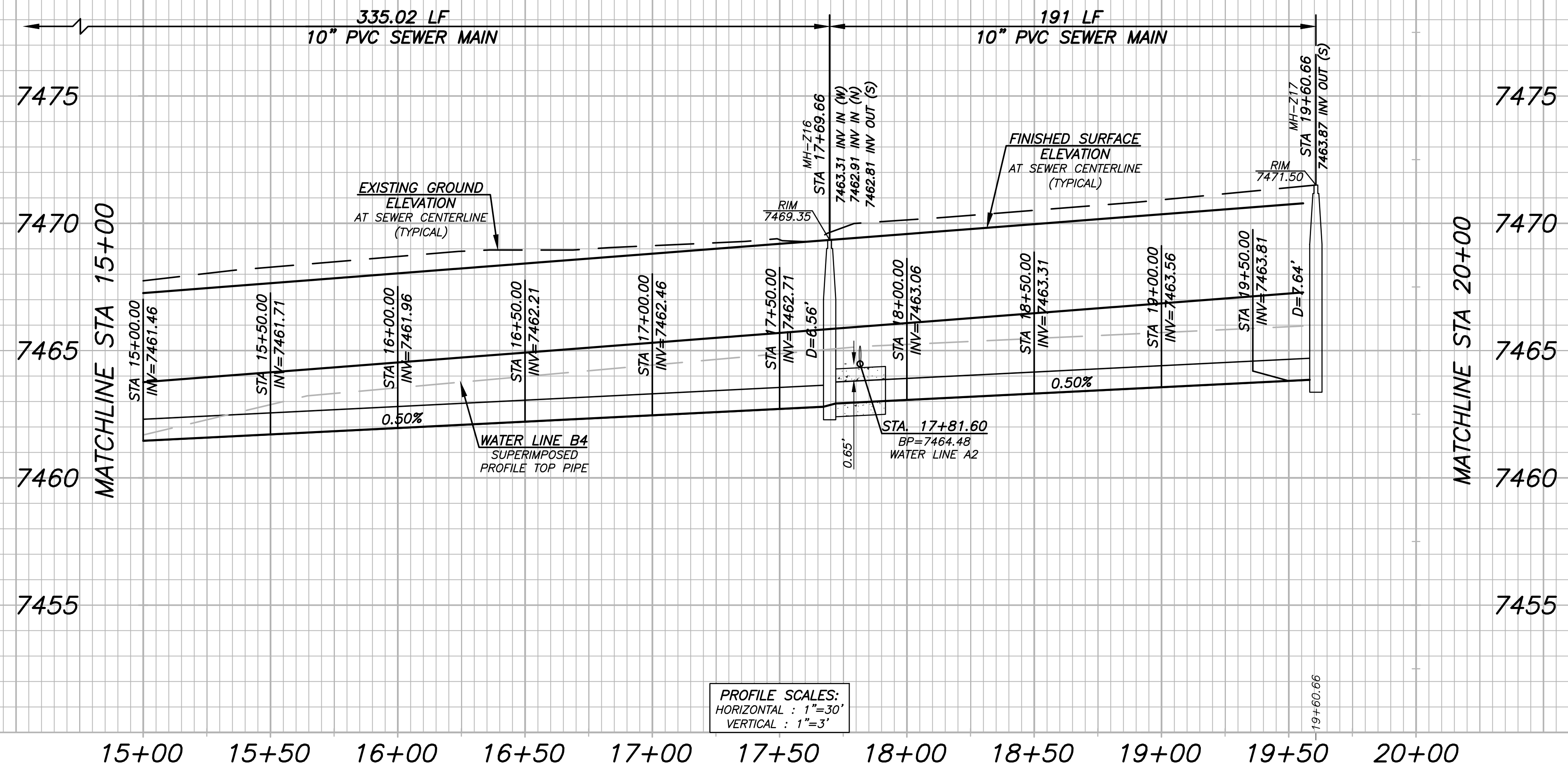
**SEWER LINE A**  
STA 8+00.00 TO STA 15+00.00

**SHEET NO.**  
30

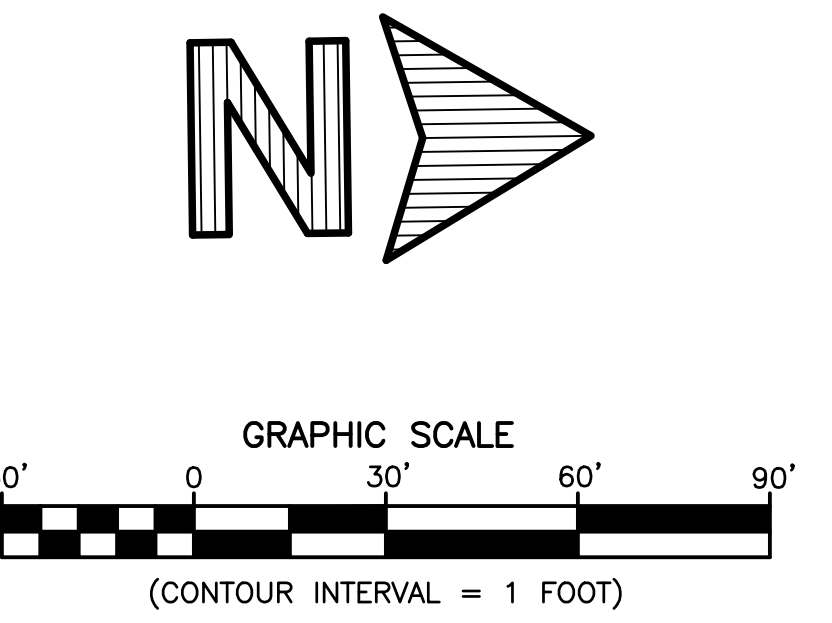
**OF 50 SHEETS.**

**PROJECT NO.**  
17020

INTERNAL REVIEW 8/30/19



**SEWER LINE A**  
STA 15+00.00 TO STA 19+51.66



**PRIVATE ENGINEER'S NOTES TO CONTRACTOR**  
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**PREPARED FOR:**  
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7693 US HWY 285  
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PHONE: 719-539-6676

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TRACY L VANDAVEER      CRABTREE GROUP, INC  
L.C.E. NO. 38552      EXP. DATE 10/31/19

**PREPARED BY:**

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ENGINEERING SMART GROWTH™

328 D STREET      918 CUYAMA ROAD  
SALIDA, CO 81201      OJAI, CA 93023  
PH: 719-539-1875      PH: 719-221-1799

**SEAL**

DATE BY MARK  
ENGINEER

REVISIONS		APPR.	DATE

**TOWN OF PONCHA SPRINGS**

DESIGNED BY WBH      APPROVED BY: \_\_\_\_\_  
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CHECKED BY TLV      AGENCY HEAD      DATE \_\_\_\_\_

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DATE AUG. 2019

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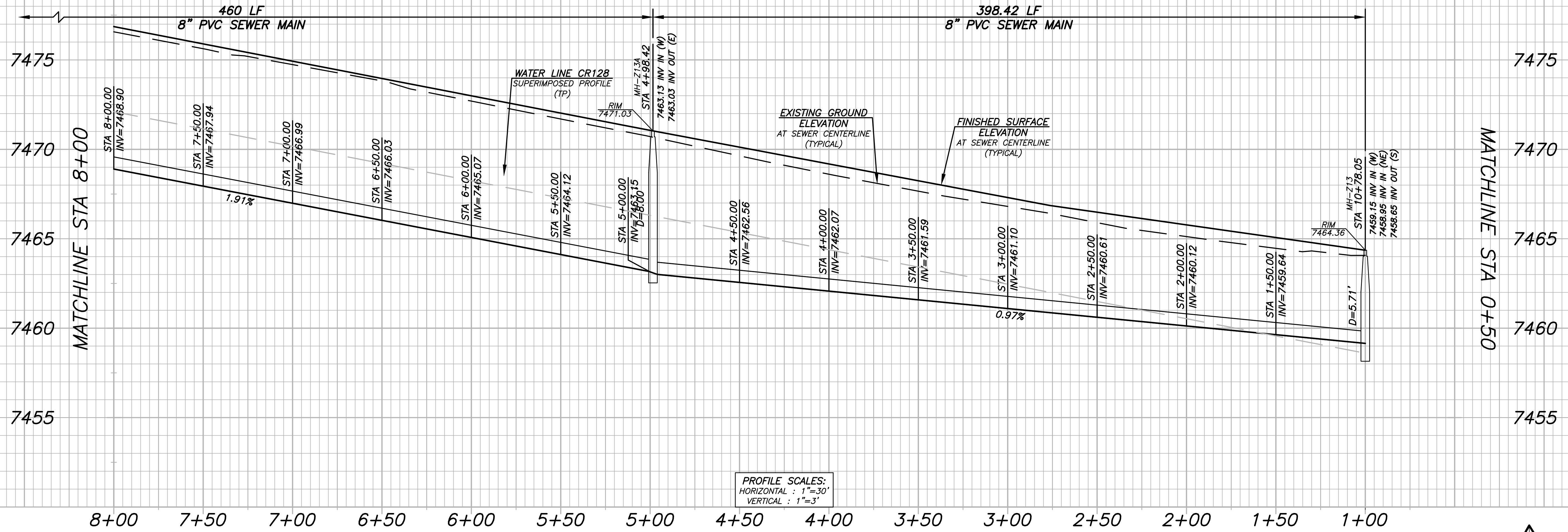
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PONCHA SPRINGS, CO

**SEWER PLAN & PROFILE**

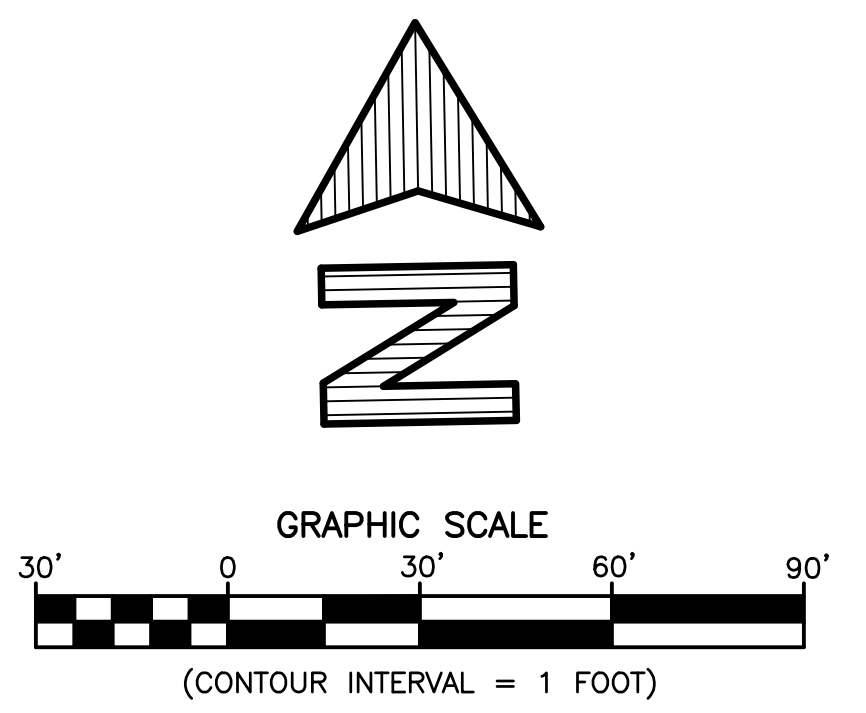
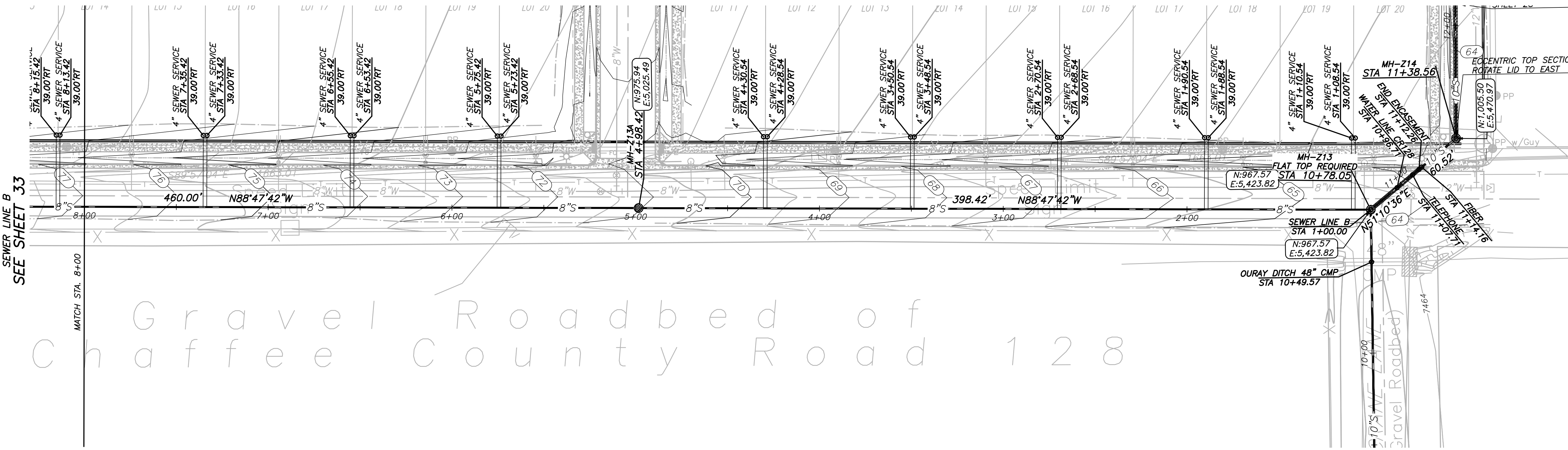
**SEWER LINE A**  
STA 15+00.00 TO STA 19+51.66

**SHEET NO.**  
31  
OF 50 SHEETS.  
**PROJECT NO.**  
17020

INTERNAL REVIEW 8/30/19



PROFILE SCALES:  
 HORIZONTAL : 1"=30'  
 VERTICAL : 1"=3'



Gravel Roadbed of  
 Chaffee County Road 128

**SEWER LINE B**  
 B STA 1+00.00 TO STA 8+00.00

SEE SHEET 30  
 SEWER LINE A

INTERNAL REVIEW 8/30/19


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 L.C.E. NO. 38552 EXP. DATE 10/31/19

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328 D STREET SALIDA, CO 81201 PH: 719-539-1875  
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**SEAL**

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**TOWN OF PONCHA SPRINGS**

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**JLS2, LLC**  
 PONCHA SPRINGS, CO

**SEWER PLAN & PROFILE**

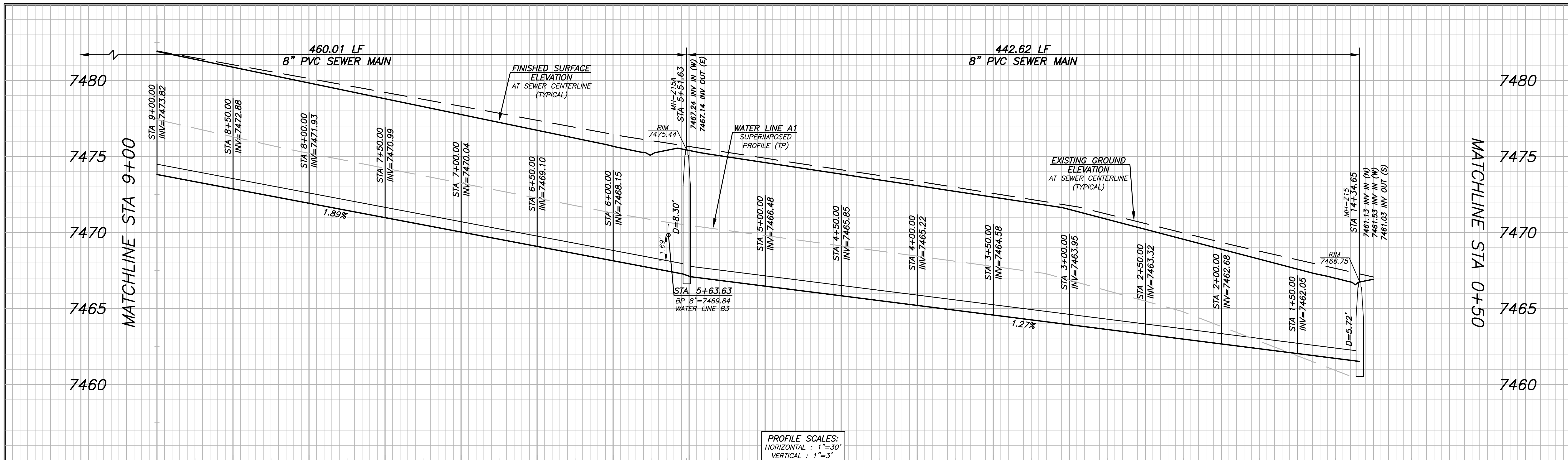
**SEWER LINE B**  
 B STA 1+00.00 TO STA 8+00.00

**SHEET NO.**  
 32

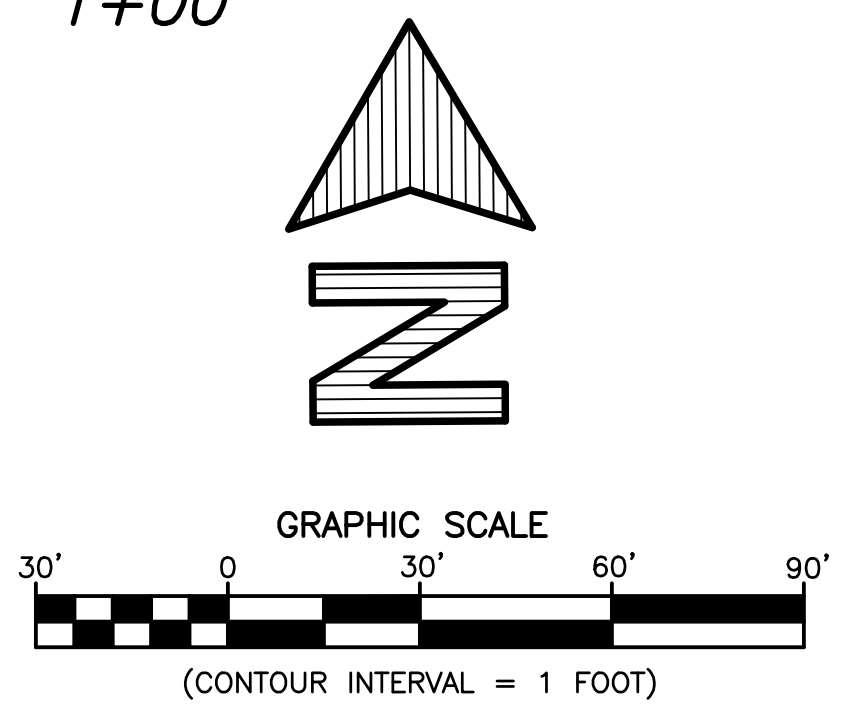
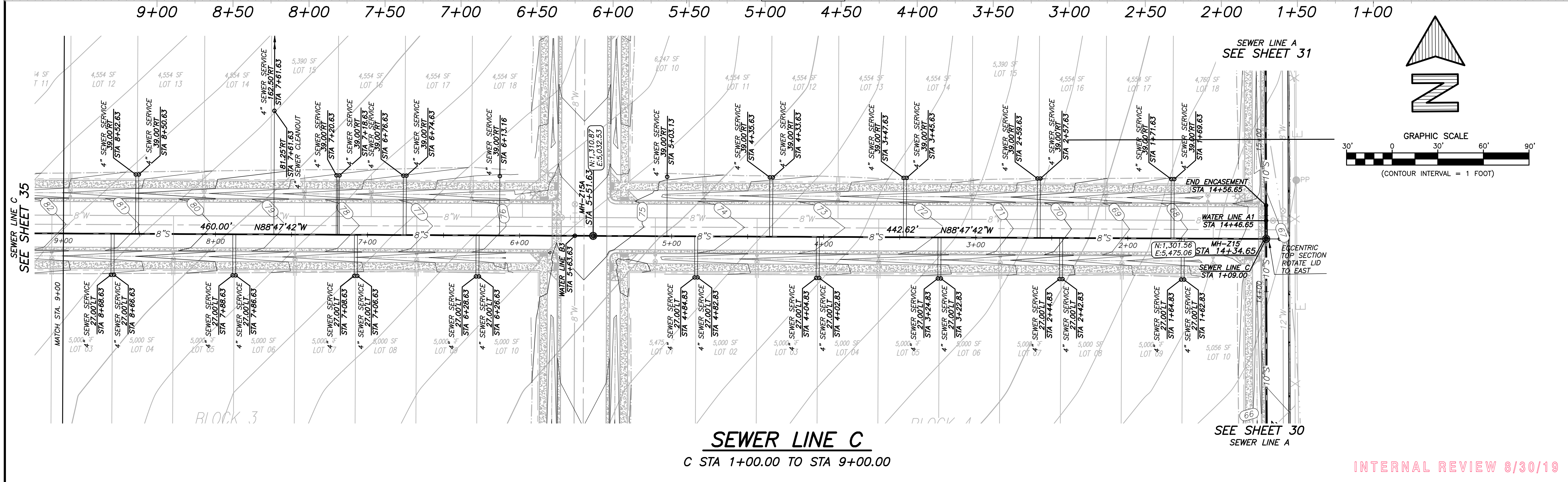
**OF 50 SHEETS.**

**PROJECT NO.**  
 17020





PROFILE SCALES:  
 HORIZONTAL : 1"=30'  
 VERTICAL : 1"=3'



**SEWER LINE C**  
 C STA 1+00.00 TO STA 9+00.00

INTERNAL REVIEW 8/30/19

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**SEAL**

DATE	BY	MARK

**REVISIONS**

NO.	DATE	DESCRIPTION	BY	APPR.

**TOWN OF PONCHA SPRINGS**

DESIGNED BY WBH APPROVED BY: \_\_\_\_\_  
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SCALE 1"=30'  
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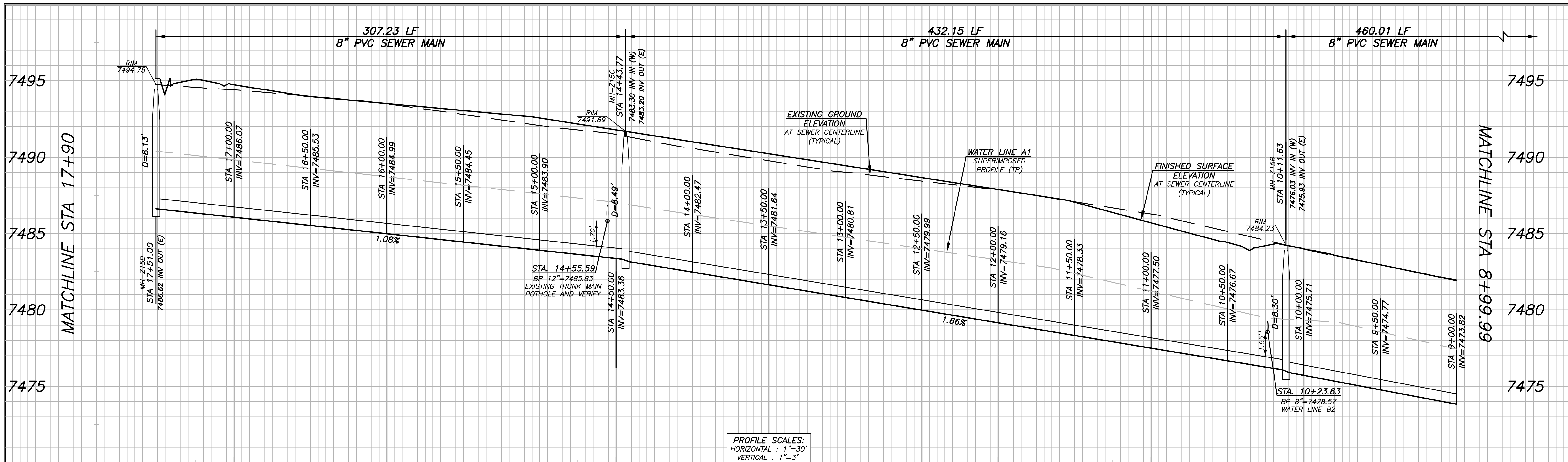
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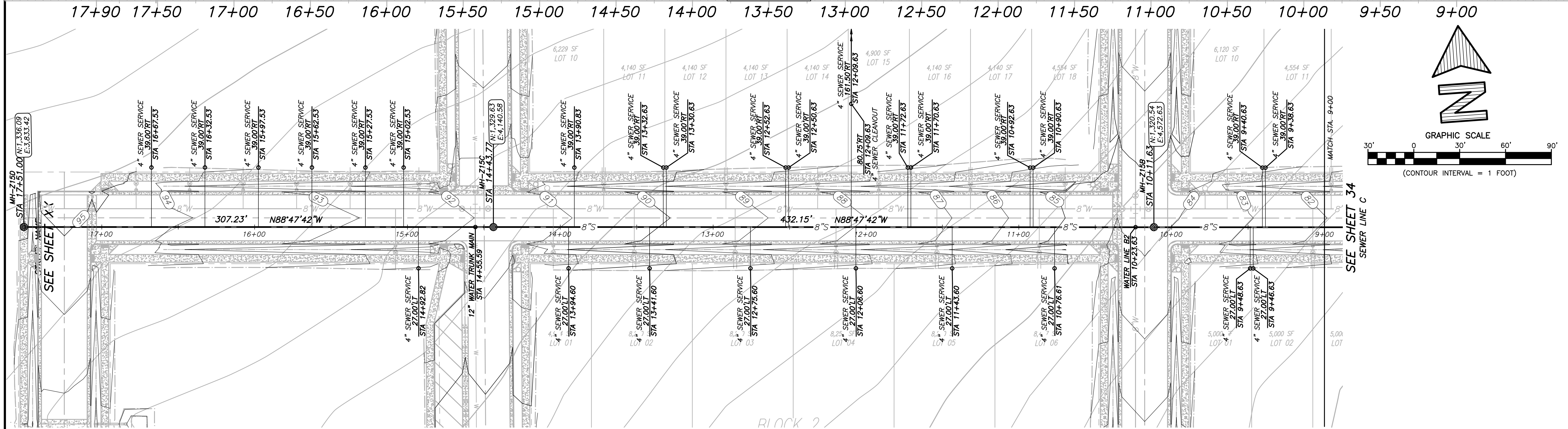
**SEWER PLAN & PROFILE**

**SEWER LINE C**  
 C STA 1+00.00 TO STA 9+00.00

SHEET NO. **34**  
 OF 50 SHEETS.  
 PROJECT NO. 17020



PROFILE SCALES:  
HORIZONTAL : 1"=30'  
VERTICAL : 1"=3'



**SEWER LINE C**  
C STA 9+00.00 TO STA 17+60.00

INTERNAL REVIEW 8/30/19

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**SEAL**

DATE	BY	MARK	REVISIONS	APPR.	DATE

**TOWN OF PONCHA SPRINGS**

DESIGNED BY WBH APPROVED BY: \_\_\_\_\_  
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SCALE 1"=30'  
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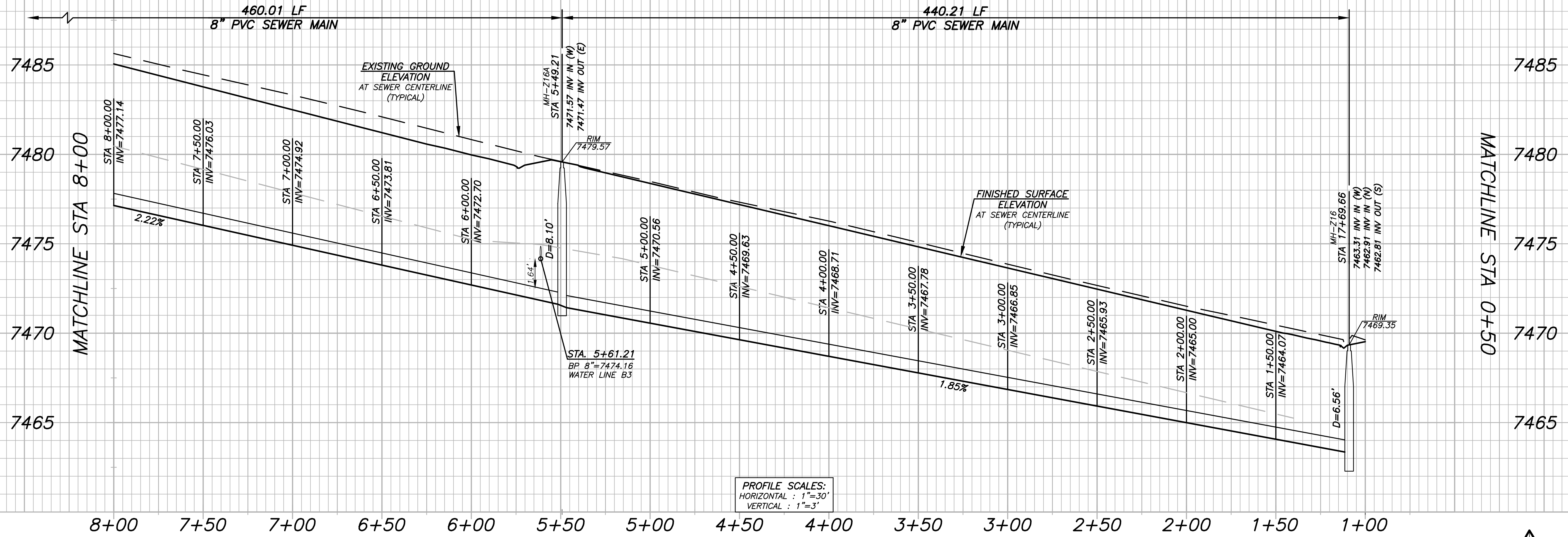
**JLS2, LLC**  
PONCHA SPRINGS, CO

**SEWER PLAN & PROFILE**

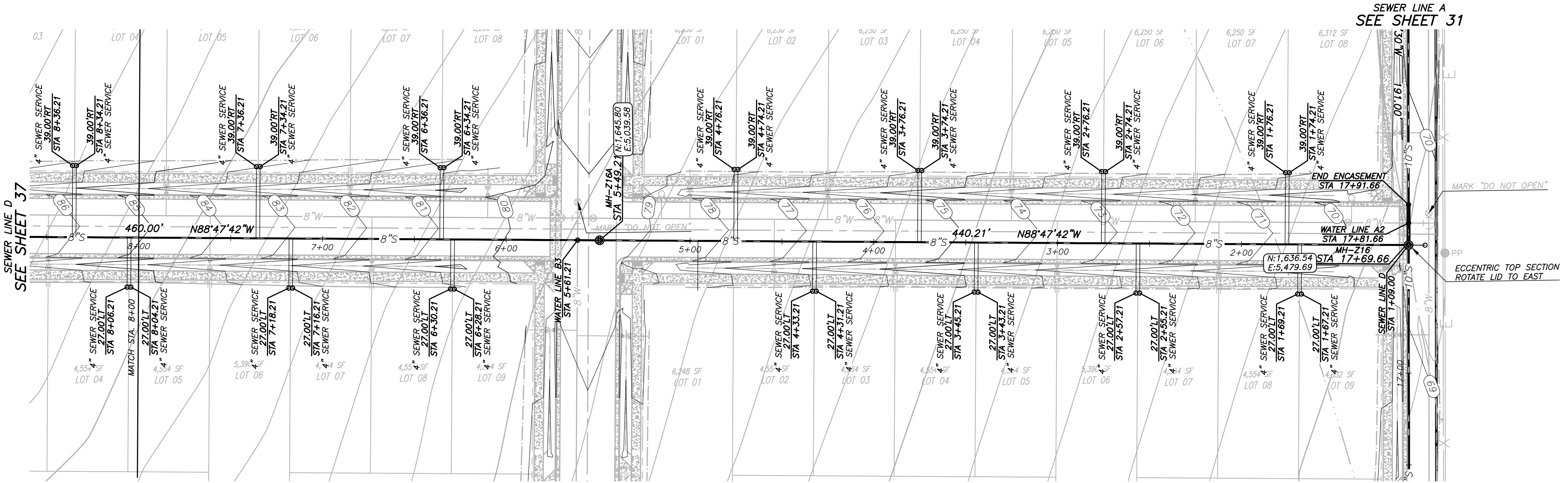
**SEWER LINE C**  
C STA 9+00.00 TO STA 17+60.00

**SHEET NO.**  
35  
OF 50 SHEETS.  
PROJECT NO.  
17020

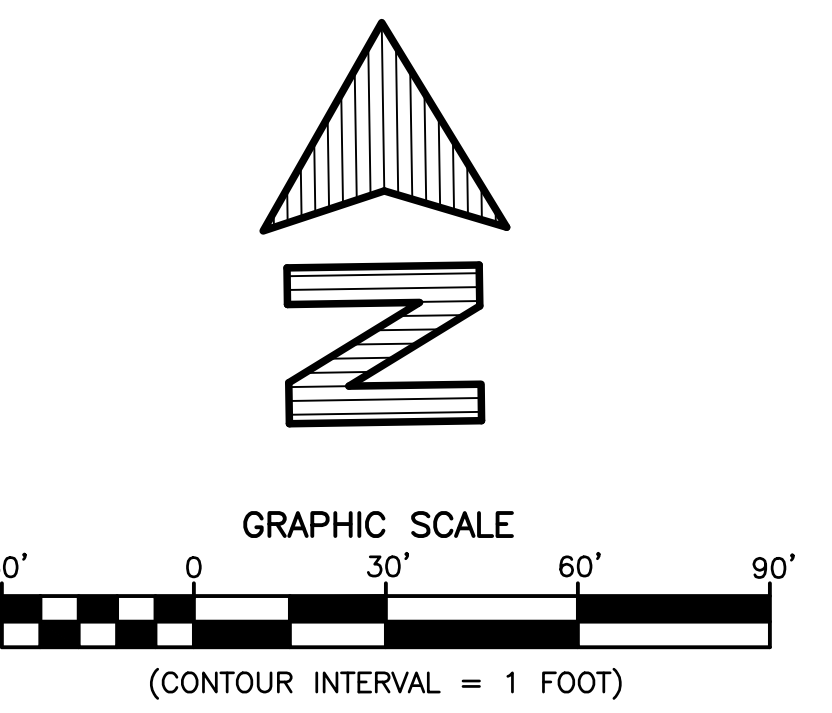




PROFILE SCALES:  
HORIZONTAL : 1"=30'  
VERTICAL : 1"=3'



**SEWER LINE D**  
D STA 1+00.00 TO STA 8+00.00



INTERNAL REVIEW 8/30/19

**PRIVATE ENGINEER'S NOTES TO CONTRACTOR**  
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.  
CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

PREPARED FOR:  
JLS2, LLC  
7693 US HWY 285  
SALIDA, CO  
PHONE: 719-539-6676

PREPARED UNDER THE DIRECTION OF:  
DATE

TRACY L VANDAVEER CRABTREE GROUP, INC  
L.C.E. NO. 38552 EXP. DATE 10/31/19

PREPARED BY:  
**CRABTREE GROUP INC.**  
ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875  
918 CUYAMA ROAD CALAJ, CA 95028 PH: 719-221-1799

SEAL

DATE	BY	MARK	REVISIONS	APPR.	DATE

TOWN OF PONCHA SPRINGS

DESIGNED BY WBH APPROVED BY:

DRAWN BY WBH

CHECKED BY TLV AGENCY HEAD DATE

SCALE 1"=30'

DATE AUG. 2019

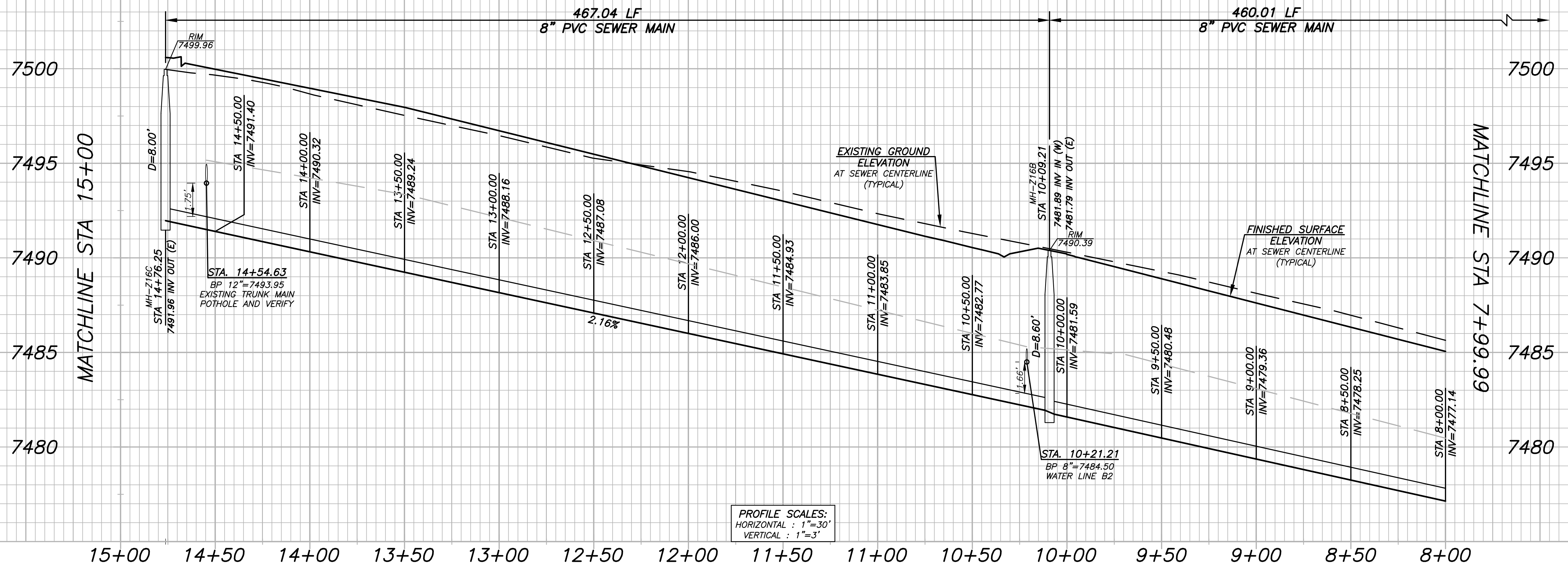
BENCHMARK: 5/8" REBAR WITH 1.5" AC STAMPED "LS 16117" SOUTH EDGE OF CAP HAVING AN ELEVATION OF 7464.38, LOCATED AT SE CORNER OF SUBJECT PARCEL, N: 1002.513, E: 5486.12

JLS2, LLC  
PONCHA SPRINGS, CO

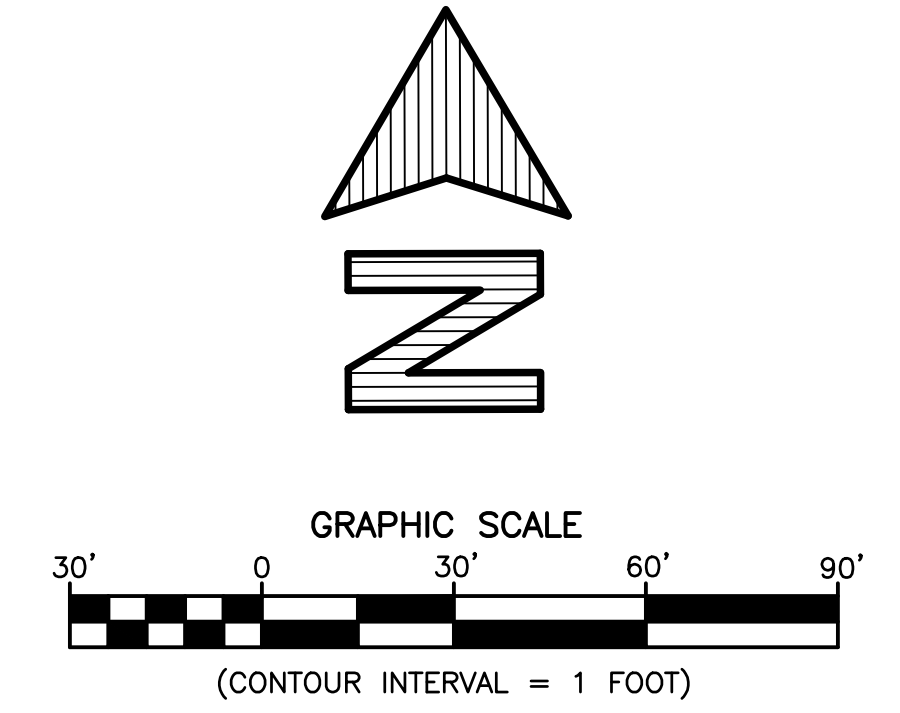
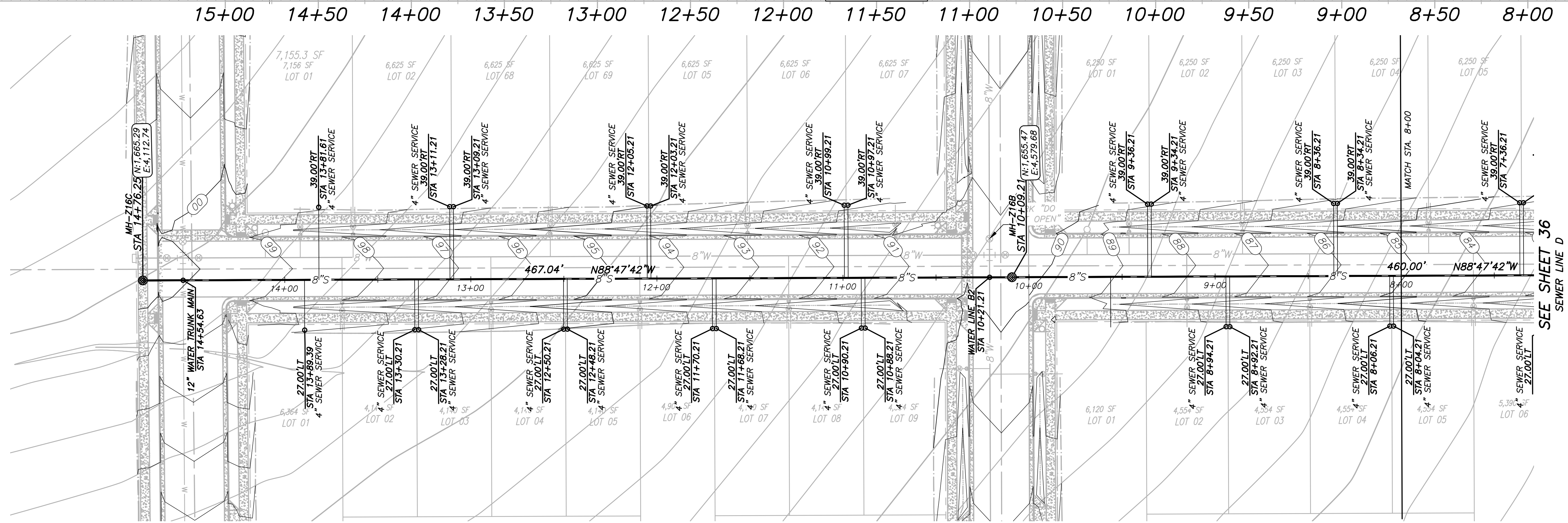
SEWER PLAN & PROFILE

**SEWER LINE D**  
D STA 1+00.00 TO STA 8+00.00

SHEET NO.  
**36**  
OF 50 SHEETS.  
PROJECT NO.  
17020



PROFILE SCALES:  
 HORIZONTAL : 1"=30'  
 VERTICAL : 1"=3'



**SEWER LINE D**  
 D STA 8+00.00 TO STA 14+76.25


INTERNAL REVIEW 8/30/19

**PRIVATE ENGINEER'S NOTES TO CONTRACTOR**  
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**PREPARED FOR:**  
 JLS2, LLC  
 7693 US HWY 285  
 SALIDA, CO  
 PHONE: 719-539-6676

**PREPARED UNDER THE DIRECTION OF:** \_\_\_\_\_ DATE \_\_\_\_\_

TRACY L VANDAVEER      CRABTREE GROUP, INC  
 L.C.E. NO. 38552      EXP. DATE 10/31/19

**PREPARED BY:**  
  
**CRABTREE GROUP INC.**  
 ENGINEERING SMART GROWTH™

328 D STREET      918 CUYAMA ROAD  
 SALIDA, CO 81201      OJAI, CA 91328  
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**SEAL**

DATE	BY	MARK	REVISIONS	APPR.	DATE

**TOWN OF PONCHA SPRINGS**

DESIGNED BY WBH      APPROVED BY: \_\_\_\_\_  
 DRAWN BY WBH  
 CHECKED BY TLV      AGENCY HEAD      DATE \_\_\_\_\_

SCALE 1"=30'  
 DATE AUG. 2019

BENCHMARK: 5/8" REBAR WITH 1.5" AC STAMPED "LS 16117" SOUTH EDGE OF CAP HAVING AN ELEVATION OF 7464.38, LOCATED AT SE CORNER OF SUBJECT PARCEL, N: 1002.513, E: 5486.12

**JLS2, LLC**  
 PONCHA SPRINGS, CO  
**SEWER PLAN & PROFILE**  
**SEWER LINE D**  
 D STA 8+00.00 TO STA 14+76.25

**SHEET NO.**  
**37**  
 OF 50 SHEETS.  
**PROJECT NO.**  
 17020

**Engineer's Opinion of Probable Construction Cost**  
**PONCHA MEADOWS, FILING NO. 1**  
**SEWER INFRASTRUCTURE TO BE OWNED BY CITY OF SALIDA**

Prepared By: Crabtree Group Inc.  
 Owner: JLS2, LLC

9/9/2019

Item #	Qty	Unit	Description	Unit Cost	Total Cost
<b>SEWER MAIN CONSTRUCTION</b>					
1	4,271	LF	Furnish and install 8" sewer main	\$ 50.00	\$ 213,550.00
2	1,861	LF	Furnish and install 10" sewer main	\$ 70.00	\$ 130,270.00
3	16	EA	Furnish and install sewer manhole, 5' to 9' depth	\$ 3,500.00	\$ 56,000.00
4	1	EA	Furnish and install sewer manhole, 12' to 13' depth	\$ 6,000.00	\$ 6,000.00
5	1	EA	10" cored connection into existing manhole	\$ 1,000.00	\$ 1,000.00
6	2	EA	Furnish and install cutoff wall	\$ 800.00	\$ 1,600.00
7	56	LF	Furnish and install concrete encasement on sewer main	\$ 20.00	\$ 1,120.00
8	100	LF	Furnish and install 1" thickness by 3' wide blue board insulation	\$ 4.00	\$ 400.00
<b>Sub-Total</b>					<b>\$ 409,940.00</b>
<b>MISCELLANEOUS</b>					
9	1	LS	Construction Survey		\$ 2,000
10	1	LS	Traffic Control		\$ 500
<b>Sub-Total</b>					<b>\$ 2,500</b>
<b>TOTAL</b>					<b>\$ 412,440.00</b>

**TOWN OF PONCHA SPRINGS, COLORADO  
SUBDIVISION IMPROVEMENTS AGREEMENT  
FOR PONCHA MEADOWS FILING 1  
PHASES 1-4**

THIS AGREEMENT is made and entered into as of the 12th day of September, 2019, by and between JLS2, LLC, whose address is 7693 us Highway 285, Salida, CO 81201, hereinafter referred to as "Owner," and the Town of Poncha Springs, Colorado whose address is 333 Burnett Ave. Poncha Springs, CO 81242, sometimes hereinafter referred to as the "Town", together referred to as "the Parties."

WITNESSETH:

WHEREAS, Owner holds title to certain real property located within the Town and described on **Exhibit A (Final Plat)** attached hereto (the "Property") and Owner has submitted an application for development of said property known as Poncha Meadows Filing 1 (hereinafter, the "Project"); and

WHEREAS, as a condition of approval of the Project, certain improvements, which are more particularly described on **Exhibits B (Contractor Bid Tab) and C (Civil Engineering Drawings)** attached hereto (hereinafter referred to as "Improvements") must be constructed; and

WHEREAS, the Town and Owner recognize and agree that the Project will require construction of the Improvements described on Exhibits B and C: and

WHEREAS, Owner shall also satisfy any other applicable exactions; and

WHEREAS, The Town and Owner desire to evidence their agreement regarding the construction of these Improvements.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Purpose and Scope.** This Agreement pertains to Improvements to be constructed on the Property in connection with and as a condition of development of Filing 1, Phases 1-4 the Property. Exhibit E attached provides a Phasing Map. Phase 1 includes Lots 1-6 of Block 2, Lots 1-18 of Block 7, Lots 1-7 of Block 8 and Lots 1-10 of Block 4. Phase 2 includes Lots 1-18 of Block 5 and Lots 1-8 of Block 10. Phase 3 includes Lots 7-12 of Block 2, Lots 11-20 of Block 3, and Lots 11-20 of Block 4. Phase 4 Lots 1-18 of Block 5 and Lots 1-8 of Block 10.

2. **Exhibits and Inclusions.** This Agreement includes the following Exhibits which are attached hereto and incorporated herein by this reference:

- a. **Exhibit A:** Legal Description of the Property (Final Plat)
- b. **Exhibit B:** Improvements Quantities and Cost Estimate (Engineer's EOPC)

- c. **Exhibit C:** Wet Stamped Engineering plans prepared by Crabtree Group Inc. JLS2 Engineering Plans No. 17020 dated August 30, 2019 submitted to and approved by the Town, and included as a part of this Agreement (together with any modifications thereto agreed to by the Parties), referred to hereinafter as the "Engineering Plans".
- d. **Exhibit D:** Form of Partial Release of Letter of Credit if applicable.
- e. **Exhibit E:** Poncha Meadows Subdivision Filing 1 Phasing Map.

3. **Improvements to be Constructed.** Owner shall install the Improvements described in **Exhibits B and C** and shall be responsible for all associated costs. The Parties acknowledge that the costs and quantities set forth on **Exhibits B and C** are estimates and that the actual costs and quantities may vary from such estimates. Owner agrees to pay actual costs.

- a. Before beginning any site work or the construction of any Improvements, the Owner shall submit to the Town final construction plans for the Improvements which have been stamped and signed by the engineer(s) who prepared the Engineering Plans. The Owner agrees that the Improvements shall be constructed in accordance with the approved Engineering Plans. The Owner agrees to adhere to all Federal, State and local rules and regulations during construction.
- b. Owner shall not modify the approved Engineering Plans or construction methods, means, materials or locations for any of the Improvements without the prior written approval of The Town.

4. **Rights-of-Way and Easements.** Owner shall provide and dedicate all necessary rights-of-way and easements related to the site development and the construction of the Improvements at the time of final plat for the Project. Owner shall also be responsible for acquiring all other applicable easements, permits and licenses necessary for the construction of the Improvements.

5. **Plans and Drawings.** Owner will furnish the Town, at Owner's cost, two (2) copies of the Wet Stamped Engineering Plans and all supplemental plans, drawings and specifications relating to the Improvements and overall site development which shall be prepared, stamped and certified by a licensed, registered Professional Engineer (P.E.), hereafter referred to as the "Design Engineer" or "Engineer of Record." Owner shall furnish the Town two (2) paper copies showing the constructed Improvements in their as-built locations prior to Town's acceptance of the Improvements and a digital pdf of the as-builts. Owner shall pay the cost of adding "as-built" drawings to Town's GIS system.

6. **Owner's Costs.** Owner shall be responsible for all costs for the Project, including, but not limited to preliminary and final design, plan, as-built drawing preparation, construction costs, surveying costs and required studies related to the Project including but not limited to traffic, utilities, and geotechnical studies. Owner shall

be responsible for all costs including but not limited to design, construction, inspection and certification, performance and guarantee during construction and the following warranty period, as well as any other administrative or legal expenses attributable to the Improvements to be constructed.

7. **Cost Estimate for Improvements.** In order to secure for the construction and installation of the Improvements such that the Town has sufficient funds to complete the construction should the owner default, Owner has estimated the costs of Improvements to be installed as itemized in Exhibit B. The Town has, in good faith, reviewed and approved the cost estimates. Owner agrees to pay the actual costs pertaining to the construction of the Improvements.

8. **Security.**

- a. Owner shall secure for all of its obligations under this Agreement in respect of the Improvements by furnishing to the Town in either cash, Performance/Warranty Bond or via letter of credit in the amount of One Million Two-Hundred Forty-One Thousand Nine-hundred Forty-Four and no/100 Dollars \$1,241,944, in a form acceptable to the Town issued by a Colorado bank or another lender (the "Issuer") acceptable to the Town. The amount identified above is for infrastructure to be owned by the Town of Poncha Springs associated with Phase 1 of the Project as identified in Exhibit E. Upon completion of Phase 1 Owner shall provide additional security for infrastructure to be owned by the Town of Poncha Springs prior to commencing construction of subsequent phases and prior to Phase 1 Lot Sales Restriction Release.
- b. If Owner fails to perform or observe any obligation or condition required by this Agreement, and if such default or defaults remains uncured for more than thirty (30) days after Owner's receipt of written notice thereof from the Town, the Town may either: a) cure the default at Owner's expense and draw on the Letter of Credit from time to time to pay the costs it incurs in connection therewith, or b) issue written notice advising Owner that specific Improvements constructed in question have been deemed unacceptable until the Owner complies with all obligations and conditions within this Agreement.
- c. The procedures for drawing on the Letter of Credit or Performance/Warranty Bond shall apply whether there may be one or more defaults, or a succession of defaults on the part of Owner in performing the terms, requirements and conditions contained in this Agreement.
- d. If requested by Owner, the Town may consider allowing partial releases of the Letter of Credit as construction of the Improvements progresses. Partial releases shall be considered only for the completion of Improvement items and quantities as identified within **Exhibits B and C**. Partial release requests shall be made in writing and shall be accompanied by appropriate records documenting the Improvement items

completed, the quantities, lengths and/or limits and the cost amounts. This documentation may include, but is not limited to, copies of bills and paid invoices, the schedule of values for the work performed and a schedule of values summarizing the work remaining as well as any other supporting documentation requested by the Town. The Town may elect to inspect the Improvements to verify their completion and shall determine the amount of the partial reduction within ten (10) business days following its receipt of the request. If the Town agrees that the amount of the partial release request appears to be in proper proportion for the amounts of the completed (and remaining) Improvements and that the Improvements have been constructed in accordance with the approved Engineering Plans and any other applicable requirements of this Agreement, then the Town may release a portion of the Letter of Credit. The amount of the partial release shall be the amount or quantity of the Improvement completed as identified in **Exhibit C**. Partial release requests shall be made no more frequently than once per calendar month.

- e. No determination by the Town of construction performed nor any partial release of any portion of the Letter of Credit shall be deemed as acceptance of Improvements by the Town.

9. **Completion.** Before any Building Permit can be issued within the Project (other than for facilities required as part of the Improvements and as described in **Exhibits B and C**), all Improvements must be completed, inspected, approved and accepted by the Town. All Improvements shall be completed in accordance with the approved plans, drawings, and specifications, within two (2) years after approval of the Project by Town. Extension of time for completion of Improvements may be considered by the Town for good cause shown. "Good cause" shall be determined by the Town.

10. **Materials and Workmanship.** Unless otherwise approved by the Town in writing, all materials to be used for constructing the Improvements shall be new and both workmanship and materials shall be of good quality. Prior to procurement (unless waived by the Town), Owner shall furnish the Town the name of the manufacturer of equipment and materials which it contemplates using for the construction of the Improvements. Owner shall also furnish information on capacities, efficiencies, sizes, etc., and any additional information as may be requested by the Town. Samples shall be submitted for approval when requested. Equipment, materials and articles installed or used for the Improvements without the Town's approval shall be at the risk of subsequent rejection.

11. **Work Specifications.** All work done under this Agreement shall be completed to the lines, grades, and elevations and shall be constructed with the materials and means shown on the Engineering Plans, drawings and specifications approved by the Town. Owner shall keep the Town informed, at least five (5) calendar days in advance, of the times and places at which it wishes to undertake construction. Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other staking in accordance with the approved Engineering

Plans may be ordered removed and replaced at Owner's cost and expense. The Town and/or the Inspector shall issue written notice to Owner regarding any construction or activity which the Town deems unacceptable. All stakes, bench marks, and other survey points shall be preserved by Owner until the Improvements have been accepted by the Town.

**12. Protection.**

- a. Owner shall keep and maintain all of the Improvements in good order and condition until the Town formally accepts the Improvements. Owner shall, at its cost, repair or replace any damage to or destruction of the Improvements that occurs prior to such acceptance by the Town except to the extent that such damage or destruction is caused by agents or employees of the Town.
- b. Owner shall take all steps necessary to prevent its construction activities from damaging adjacent properties. If any adjacent property is damaged during site work or during the construction of the Improvements, Owner shall, at its cost, promptly repair or replace the damaged property to a condition equal to or better that existed before such damage or injury.
- c. Owner shall take all steps necessary to prevent its construction activities from causing bodily injury to person, including, without limitation, traffic control and the installation of safety signage, barricades, fencing, lighting and other safety measures.
- d. In addition to complying with erosion control measures described in the Engineering Plans, Owner shall take all necessary steps necessary to prevent its construction activities from harming water quality, water bodies and wetlands. Owner shall be responsible of obtaining all applicable State and/or Federally required construction stormwater permits prior to commencement of site work.

**13. Construction Inspection.** Inspection shall be provided to assure that all work is performed in accordance with the approved Engineering Plans, and with the terms of this Agreement. Owner is responsible for the cost of inspection services related to construction of the Improvements. Full time inspection shall be provided by the Owner's Engineer, unless an alternative method or schedule is approved by the Town in writing. The Inspector and inspection schedule shall be subject to the approval of the Town. The Inspector(s) as described above (hereinafter referred to as "Inspector") will inspect the construction materials and will observe construction of the Improvements to be dedicated to the Town to assure that they have been constructed in compliance with the approved Engineering Plans and specifications, and with the Town's standards and regulations. The Inspector shall document their observation of construction on a daily basis and on a form acceptable to the Town, which may also include photo and video documentation. In the event that there may be questions or concerns at any time about the quality of construction and/or materials, or methods used during construction, then the Town may issue written notice advising Owner that specific Improvements in question have been deemed unacceptable.



- a. The Inspector shall notify the Owner within twenty-four (24) hours of all construction or material defects, or problems with the construction, either noted by the Inspector, or presented to the inspector by the Owner's Engineer, or the Town. Such claims may include any matter relating to the materials being used, execution and progress of the work, or interpretation of this Agreement including the approved plans and/or specifications. Any subsequent recommendations or proposed revisions from the Owner's Engineer shall be subject to the final review and decision of the Town.
- b. The Inspector shall make monthly estimations of amounts and quantities of work performed hereunder.
- c. The Inspector and the Town shall have free access to the work at all times. Owner shall furnish both Inspector and the Town with the means for ascertaining whether the work being performed or the work which has been completed is in accordance with the approved Engineering Plans, specifications and the Town's Engineering Standards.
- d. The Inspector will in no way be responsible for how the work is performed, safety in, on, or about the job site, methods of performance, or timeliness in the performance of the work.
- e. The Town hereby designates the Town Administrator or his or her designee(s) as representatives with authority to speak for the Town, and with whom the Inspector shall communicate on all matters provided for in this Agreement.
- f. Inspections may extend to all or any part of the Improvements and to the preparation or manufacture of the materials to be used. The Inspector will not be authorized to alter the provisions of this Agreement or any specifications or to act as foreman for the Town or Owner. Owner agrees to pay for the Inspector and all related inspection services.
- g. Owner agrees to pay to the Town for the examination of submitted plans and the inspections of the work provided by the Town.

**14. Quality of Work.** If at any time it is determined by the Town or the Inspector that substandard material, not conforming to the requirements of the approved Engineering Plans and specifications has been delivered to the Project or has been incorporated in the work, or if work shall have been performed of inferior quality, then such material or work shall be considered as defective and shall be removed and replaced at the Owners expense.

- a. Any failure to earlier detect defective design, material, or workmanship shall not impair the Town's right to a completed and functional project constructed per the approved Engineering Plans and specifications as well as applicable engineering standards and regulations.
- b. If Inspector or the Town discovers defective materials, whether before, during or after installation and if Owner fails to replace rejected materials,

the Town may issue written notice advising Owner that these materials and the related Improvements will be deemed unacceptable.

- c. If the specifications, the Owner's Engineer's instructions or requirements of any public authority, including the Town, require any work to be specially tested or approved, Owner shall be responsible for performing such testing, obtaining passing test results and providing reports of those results to the Inspector and the Town as quickly as possible, and prior to commencing further work. If any work is covered without approval of the Inspector, the Inspector and/or the Town may order the work to be uncovered for examination and inspection. If Owner fails to comply with these requirements, then the Town may issue written notice advising Owner that specific Improvements in question will be deemed unacceptable.
- d. Reexamination of work or materials may be ordered by the Inspector or the Town. If so ordered, the work or materials must be uncovered by Owner. If such work or materials are found to be in accordance with this Agreement and the plans, drawings and specifications approved by the Town, then the party requiring the reexamination shall pay the costs of uncovering, reexamination, replacement, and restoration of the site. If such work or materials be found not in accordance with this Agreement and the plans, drawings and specifications approved by the Town, Owner shall pay such cost.
- e. In the event that adverse site or climatic conditions exist which may damage or endanger work, the Town may issue written notice advising Owner that Improvements constructed during these conditions will be deemed unacceptable.

**15. Final Inspection.** When the work specified in this Agreement is completed and the final clean-up has been performed, Owner shall notify The Town and shall provide a letter, in a form acceptable to the Town, from the Owner's Engineer certifying that all Improvements have been constructed in accordance with the approved plans and specifications. the Town will then, within ten (10) working days after such notice, make its final inspection. If such inspection determines that the construction of the Improvements appears to have been completed in accordance with the Engineering Plans and the other requirements of this Agreement, and that all Improvements appear to be operating correctly, the Town will accept the Improvements by issuing a Certificate of Completion within ten (10) days of the date of the Final Inspection. If the inspection reveals that the work has not been completed in accordance with the Engineering Plans and the other requirements of this Agreement, or is not functioning or may not function correctly, Owner shall be notified in writing and shall promptly correct the deficiency at its cost and, following the completion of such corrective work, reissue its notice of completion to the Town. The re-inspection process and timeframes will be subject to the above schedule.

**16. Acceptance of Improvements.** The Town shall not accept responsibility for ownership, operation and maintenance of the Improvements until all Improvements have been completed by Owner, have passed final inspection by the Town and have subsequently received final acceptance thereof by the Town. Upon written request by Owner for a Certificate of Completion, and provided that all of the payments and other performances within this agreement have been made and completed by Owner, the Town will issue the Certificate of Completion whereupon such specified Improvements shall be owned, operated and maintained by The Town, unless specific conditions are stated otherwise within the Certificate of Completion. Upon issuance of the Certificate of Completion, "Improvements to be dedicated to and owned by the Town" as described in **Exhibit B** shall be deemed approved and accepted by The Town, unless specific conditions are stated otherwise within the Certificate of Completion. All other Improvements which will not be dedicated to the Town for ownership, as described in **Exhibit B**, shall be inspected by a private inspector, approved by the Town, who shall provide the Town with a written certification of compliance with the approved plans and specifications for those constructed Improvements.

**17. Warranty and Guarantee.** Owner hereby warrants and guarantees to the Town that the Improvements will be fully functional and free of all defects in design, materials, construction and function for a period of two (2) years from the date of their final acceptance by the Town. Security shall be deposited to warrant the public improvements against defects during the two-year warranty period. Such warranty security shall be posted in the amount of twenty percent (20%) of the total construction cost of the public improvements for the two-year warranty period and shall be provided either as cash, Performance/Warranty Bond or via letter of credit in a form acceptable to the Town and which is issued by a Colorado bank, Bonding Company or another lender (the "Issuer") acceptable to The Town.

- a. Owner warrants that upon acceptance of the Improvements by the Town, title to all work performed and materials and equipment furnished in respect thereof will pass to the Town free and clear of all liens, encumbrances, security interests, bailments, conditional sales contracts, claims and other agreements by which an interest or encumbrance is retained by any person or entity.
- b. Owner warrants that all work performed, and materials and equipment furnished in respect of the Improvements are new; of good quality; free from all faults and defects; and in compliance with the approved plans and specifications. Any work, materials or equipment not complying with these requirements, including any unapproved substitutions, may be considered defective and shall be removed and replaced at Owner's cost.
- c. If, within the applicable warranty and guarantee period set forth above, any of the work, materials or equipment is found to be or becomes defective or deficient Owner shall, without cost to the Town, correct it promptly after receipt of notice from The Town.

- d. The warranty and guarantee periods set forth above shall be extended for any remedial or repair work that may be necessary within the first two (2) years after the issuance of the Certificate of Completion for the Project by the Town. Additionally, the warranty and guarantee period for remedial or repair work shall be for two (2) years after the date of performance of the remedial or repair work. Security, for the remedial or repair work shall also be retained by the Town throughout this extended period.
- e. In any situation where defective or deficient work, materials or equipment affects the safety of persons or property and Owner has failed to respond in a timely manner, then the Town may act immediately to respond, including the authority to suspend work on the Project. If Owner fails to promptly correct any defect or deficiency where notice has been given to Owner, the Town may undertake the necessary remedial effort. In either event Owner shall immediately reimburse the Town for all costs. Nothing contained herein shall impose any duty upon the Town to act for Owner in an emergency.
- f. All warranty and guarantee obligations shall survive termination of this Agreement and acceptance of the Improvements by the Town. The establishment of all warranty and guarantee periods shall not be construed to create a period of limitation for commencement of any legal proceedings brought for a breach of the warranty.

18. **Notice.** When any faulty condition in the Improvements is found, the Town shall serve notice to Owner and/or its surety or Issuer of this condition. Upon receipt of said notice Owner or its surety shall proceed immediately and with due diligence to perform all repairs and/or replacements in a satisfactory manner at no cost to the Town. The expiration date for the repaired or replaced work shall be two (2) years from the date of the repair or replacement. Security in the amount of the actual cost of repair and/or replacement shall be retained for this extended two (2) year period. In the event Owner fails to make such repairs or replacements, The Town shall have the right to do so in the manner described herein. If, in repairing its own work, Owner damages the work or property of others, the repair and payment for such shall be Owner's responsibility.

19. **Remedies.** In addition to any other remedy allowed by law, in the event of default by the Owner with respect to any provision of this Agreement, including insufficiency of security to complete the Improvements, the Town may refuse to further process any site development or building permit application for property owned, in whole or in part, by Owner.

20. **Indemnification.**

- a. Owner hereby expressly binds itself to indemnify and save harmless the Town and its officers and employees, against all suits or actions of every kind and nature brought, or which may be brought against them or any of them; any loss, cost or expense incurred by them or any of them for, or on account of, any injury or damage received or sustained by any person,

firm or corporation during the construction of the Improvements or the applicable warranty period.

- b. The indemnity contained in this Paragraph benefits the Town and its agents only. This Paragraph confers no benefit or right upon any third party.
- c. The Town does not waive its right to assert, to the fullest extent permitted by law, its immunity from suit under the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as well as the limitation upon liability provided therein.

21. **Additional Conditions.**

- a. **Applicable Law.** This Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of the Town's municipal Code requirements and other applicable laws, rules and regulations. This Agreement shall not be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any cause of action arising under this Agreement shall be proper and exclusive in the Chaffee County district court.
- b. **Severability.** It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. **Complete Agreement.** This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
- d. **Recording; Benefit.** This Agreement shall be recorded with the Clerk and Recorder for Chaffee County, Colorado; shall run with the land; and shall be binding upon and shall inure to the benefit of the Parties hereto and upon and to their respective successors, grantees and assigns. Owner shall be released from further obligation hereunder in the event of sale of the property or portions thereof; provided however, that any successor, grantee or assignee of Owner shall be bound hereby, and this document shall have been recorded and serve as a covenant running with and burdening the land described in Exhibit A, as the burdened property, as an easement in gross for the benefit of the Town. Any reference herein


to Owner shall be deemed to include any purchaser, successor-in-interest or assign of Owner as to all or any part of the Property. Owner shall notify the Town in writing within fifteen (15) days of any sale, transfer, or assignment, giving name and address of transferee, assignee or buyer. Except as set forth in this Additional Conditions paragraph, this Agreement does not confer any right or benefit to any third party.


- e. **Force Majeure.** If Owner's performance of the Improvements is unreasonably delayed, disrupted or interfered with by the presence of any reasonably perceived hazardous material, labor dispute, fire, unusual delay in delivery, adverse weather conditions not reasonably anticipated, any written or oral order, directive, interpretation or determination made by the Town, unavoidable casualties or any other causes reasonably beyond Owner's control, then the Owner's time shall be extended for such duration as provided elsewhere in this section upon Owner's timely submission of its request for an extension of time.
- f. **Effective Date.** The terms of this Agreement shall become binding on all Parties hereto on the recordation of this Agreement in the records of the Clerk and Recorder of Chaffee County, Colorado.
- g. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- h. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
- i. **Authority.** The undersigned hereby acknowledge and warrant their power and authority to bind the Parties to this Agreement.
- j. **Vested Rights.** The Town acknowledges and agrees that: (i) the Town has approved the Project, (ii) such approval is considered a site specific development plan, and (iii) pursuant to Section 4-4-14 of the Town Code and Article 68 of Title 24, C.R.S., Owner has obtained vested property rights to develop the Project for a period of three (3) years commencing on the date of this Agreement, subject to Town Code Section 4-4-6. Notwithstanding anything to the contrary set forth in Paragraph 21.e above, the three (3) year period for Owner's vested property rights to develop the Project will not be extended for force majeure or any other reason, unless the Town consents to such extension.
- k. **Lot Sales Restriction.** Owner may not enter into any contract for the sale of any of the Lots which may have been created by a Plat for the Project until the following items are completed in the order described:
  - i. Completed a signed Subdivision Improvements Agreement with the Town.
  - ii. Provided the Town financial security required by this Agreement.

- iii. Met all the conditions of the Subdivision Improvements Agreement. To include completion of infrastructure improvements, final inspection and acceptance of the improvements by the Town, provided a bill of sale, lien release from the contractor or contractors completing the work, and Two-year written warranty to the Town for the improvements the Town is accepting.
  - iv. Agreed to and accepted a Lot Sales Restriction on the lots subject to the Subdivision Improvements Agreement and any lots in the subdivision for which a subdivision improvements agreement has not been completed.
  - v. Upon completion of the items identified above, the lot sales restriction for the associated lots in this Subdivision Improvements Agreement, specifically Phases 1-4 shown on Exhibit E and as shown on the Final Plat Exhibit A, shall be released formally by the adoption of a resolution by the Town of Poncha Springs Board of Trustees. Only upon adoption of said resolution, which shall be recorded with the Clerk and Recorder of Chaffee County, Colorado, shall the Owner be entitled to convey title to the lots identified.
  - vi. This Section shall not be construed to restrict Owner's right to sell the Project to another developer as a bulk sale.
- i. **Specific Conditions.** Each Phase of Filing 1 shall have a separate lot sales restriction filed with the Chaffee County Clerk and each Phase will be released separately by adoption of a resolution by the Town Board of Trustees on completion of the infrastructure for the Phase.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the respective dates set forth opposite the acknowledgment below of their execution of the Agreement, to be effective as of the day and year first above written.

ATTEST:

  
 Brian Berger, Town Clerk



**TOWN of PONCHA SPRINGS**, a Colorado municipal corporation

By:   
 Ralph B. Scanga, Mayor

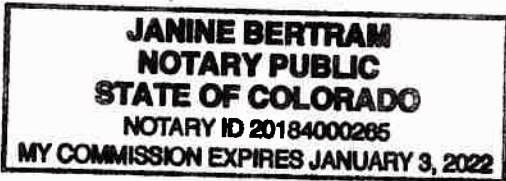
**JLS2, LLC**

By:   
 Title: Member

STATE OF COLORADO )  
 ) ss.  
COUNTY OF CHAFFEE )

Acknowledged before me this 12 day of September, 2019, by Ralph B. Scanga, Mayor and by Brian Berger as Town Clerk of the Town of Poncha Springs, Colorado.

WITNESS my hand and official seal.



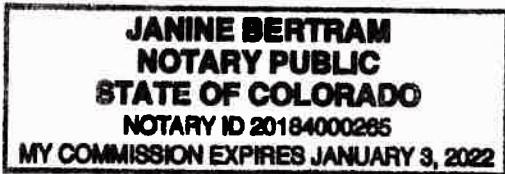
Janine Bertram  
Notary Public

My commission expires: Jan 3, 2022

STATE OF COLORADO )  
 ) ss.  
COUNTY OF CHAFFEE )

Acknowledged before me this 12 day of September, 2019, by Janet Sherwood JS2, LLC Member, Title and Company name.

WITNESS my hand and official seal.



Janine Bertram  
Notary Public

My commission expires: Jan 3, 2022



**Exhibit A**

**SITE IMPROVEMENTS AGREEMENT**

**Legal Description of the Project**

**PONCHA MEADOWS FILING NO. 1**  
A SUBDIVISION LOCATED IN THE  
S 1/2 OF THE SW 1/4 OF SECTION 3, T 49 N, R 0 E, N1/4PM.

TOWN OF PONCHA SPRINGS  
CHAFFEE COUNTY, COLORADO  
SHEET 1 OF 3

VICINITY MAP

**CERTIFICATE OF DEDICATION & OWNERSHIP:**

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE ALL OF THE OWNERS, LIEN HOLDERS AND MORTGAGEES OF THE FOLLOWING DESCRIBED REAL PROPERTY IN THE TOWN OF PONCHA SPRINGS:

A tract of land located in the South Half of the Southwest Quarter (SW/2 SW/4) of Section 3, Township 49 North, Range 0 East of the New Mexico Principal Meridian, in the Town of Poncha Springs, Chaffee County, Colorado, being more particularly described as follows:  
Beginning at the SW 1/4 corner common to said Section 3 and to Section 10 in said township and range,  
thence North 04°17'04" West along the section line common to said sections 3 and 10 a distance of 1049.01 feet,  
thence North 01°12'01" East 370.54 feet,  
thence South 06°42'42" East 274.47 feet,  
thence North 00°47'41" East 499.01 feet,  
thence South 00°17'42" East 1900.74 feet to the east boundary of the said SW/4 of section 3,  
thence South 00°47'30" West along said east boundary a distance of 629.61 feet to the point of beginning,  
Containing 28.42 Acres.

DOES HEREBY LAY-OUT, SUBDIVIDE AND PLAT THE ABOVE DESCRIBED PROPERTY INTO LOTS, STREETS AND EASEMENTS, WITH BEARINGS AND DISTANCES AS SHOWN ON SHEETS 2 AND 3, TO BE KNOWN AS:

**PONCHA MEADOWS, FILING NO. 1**  
A SUBDIVISION IN THE  
TOWN OF PONCHA SPRINGS  
CHAFFEE COUNTY, COLORADO

AND DO HEREBY DEDICATE AND GRANT TO THE TOWN OF PONCHA SPRINGS FOR PUBLIC USE AS A PUBLIC RIGHT-OF-WAY AND UTILITY CORRIDORS, PERPETUAL, UNRESTRICTED USE OF THE 0.71 ACRE STRIP OF LAND LYING BETWEEN THE SOUTH BOUNDARY OF SECTION 3 AND THE NORTH PORTION BOUNDARY OF THE ROADWAY KNOWN AS CHAFFEE COUNTY ROAD NO. 128, THE LOCATION OF WHICH IS SHOWN ON SHEETS 2 AND 3 CONTAINED HEREIN, AND HALLEY'S AVENUE, PONCHA CREEK STREET, PASS CREEK STREET, BENNING CREEK STREET, GREENS CREEK STREET, HENSLAW AVENUE, WELCH AVENUE ARE HEREBY DEDICATED TO THE TOWN OF PONCHA SPRINGS AS PUBLIC RIGHTS-OF-WAY AND UTILITY CORRIDORS AND SHALL BE OWNED AND MAINTAINED BY THE TOWN OF PONCHA SPRINGS. THE LAND ACCEPTANCE BY THE TOWN:

AND THE ALLEYS ARE HEREBY DEDICATED AS PUBLIC RIGHTS-OF-WAY AND UTILITY CORRIDORS TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION FOR EACH BLOCK AS SET FORTH IN THE DECLARATION OF GOVERNANTS, RESTRICTIONS AND EASEMENTS TO BE RECORDED FOR EACH BLOCK.

AND BLOCK 1 IS HEREBY DEDICATED TO THE TOWN OF PONCHA SPRINGS FOR USE AS A PUBLIC PARK, AND THE BOUNDARIES OF ALL LOTS SHALL BE SUBJECT TO PUBLIC UTILITY EASEMENTS EQUAL IN WIDTH TO THE SIDE SETBACKS AS SHOWN ON SHEETS 2 AND 3 CONTAINED HEREIN,  
AND LOTS 06 AND 15, BLOCK 3, LOTS 06 AND 15, BLOCK 6 AND LOTS 06 AND 15, BLOCK 7 ARE SUBJECT TO 50 FOOT WIDE PUBLIC UTILITY EASEMENTS AS SHOWN ON SHEETS 2 AND 3,  
AND LOT 04, BLOCK 3, LOT 04, BLOCK 6 AND LOT 04, BLOCK 7 ARE SUBJECT TO FIVE (50) FOOT WIDE UTILITY EASEMENTS ADJACENT TO THE REAR LOT LINES OF SAID LOTS AS SHOWN ON SHEETS 2 AND 3,  
AND ALL LOTS SHALL BE SUBJECT TO PUBLIC UTILITY EASEMENT LOCATED WITHIN ALL LOT SIDE SETBACKS,  
AND LOT 16, BLOCK 3, LOT 16, BLOCK 6 AND LOT 16, BLOCK 7 ARE SUBJECT TO PUBLIC UTILITY EASEMENTS, EXCEPT FOR THE 30'x10' COMMON BUILDING ENVELOPES WITHIN SAID BLOCKS AS SHOWN ON SHEETS 2 AND 3, AND SAID BLOCKS 3, 6 AND 7 WILL HAVE INDIVIDUAL BLOCK HOME OWNERS ASSOCIATIONS WHICH WILL OWN AND MAINTAIN THE COMMON ELEMENTS, INCLUDING LOT 16 OF EACH BLOCK, TO INCLUDE SIGN REMOVAL AND PARKING LOT MAINTENANCE AND LANDSCAPING MAINTENANCE OF COMMON ELEMENTS IN EACH BLOCK, ALL AS SET FORTH IN THE DECLARATIONS OF GOVERNANTS, RESTRICTIONS AND EASEMENTS FOR PONCHA MEADOWS SUBDIVISION, TOWN OF PONCHA SPRINGS RECORDED FOR EACH BLOCK.

AND THE PROPERTY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN JLS3, LLC AND THE TOWN OF PONCHA SPRINGS RECORDED AT RECEPTION NO. 4482071 OF THE CHAFFEE COUNTY RECORDS WHICH EASEMENT IS 60.0 FOOT WIDE AND EXTENDS FROM CHAFFEE COUNTY ROAD NO. 128 TO CHAFFEE COUNTY ROAD NO. 140, A PORTION OF WHICH IS LOCATED WITHIN AND IDENTICAL TO THE RIGHT-OF-WAY FOR GREENS CREEK STREET AS SHOWN ON SHEET 2.

AND EACH BLOCK WILL HAVE AN INDIVIDUAL HOME OWNERS ASSOCIATION TO OWN AND MAINTAIN COMMON ELEMENTS WITHIN EACH BLOCK, AND EACH BLOCK SHALL BE SUBJECT TO A DECLARATION OF GOVERNANTS, RESTRICTIONS AND EASEMENTS TO BE RECORDED FOR EACH BLOCK.

AND PONCHA MEADOWS SUBDIVISION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ANNEXATION AGREEMENT RECORDED AT RECEPTION NO. \_\_\_\_\_ OF THE CHAFFEE COUNTY RECORDS.

AND PONCHA MEADOWS SUBDIVISION IS SUBJECT TO THE DEVELOPMENT IMPROVEMENTS AGREEMENT RECORDED AT RECEPTION NO. \_\_\_\_\_ OF THE CHAFFEE COUNTY RECORDS.

**ACKNOWLEDGEMENTS:**

IN WITNESS WHEREOF THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

JLS3, LLC, A COLORADO LIMITED LIABILITY COMPANY      HIGH COUNTRY BANK

JANET L. SHERHOOD, MANAGER (OTHER)      FOR HIGH COUNTRY BANK, MORTGAGEE

STATE OF COLORADO      05

COUNTY OF CHAFFEE

THE FOREGOING INSTRUMENT HAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

IN WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

ADDRESS: \_\_\_\_\_

SURVEYOR:  
HENDERSON LAND SURVEYING CO., INC.  
CONTACT: MICHAEL K. HENDERSON  
309 S STREET  
SALIDA, CO 80801  
ASSISTED BY:  
CRABTREE GROUP INC.  
525 D STREET  
SALIDA, CO 80801  
OWNER:  
JLS3, LLC  
CONTACT: JANET SHERHOOD  
1649 U.S. HIGHWAY 200  
SALIDA, CO 80801

**LAND SURVEYOR'S STATEMENT:**

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY STATE THAT THESE PLATS WERE PREPARED UNDER MY DIRECT SUPERVISION AND ARE BASED A NON-BOUNDED LAND SURVEY OF THE PROPERTY DESCRIBED HEREIN WHICH SURVEY HAS BEEN PERFORMED UNDER MY RESPONSIBLE CHARGE AND ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MICHAEL K. HENDERSON  
PROF. L.S. NO. 3917  
STATE OF COLORADO

**GENERAL LAND SURVEYOR'S NOTES:**

- PROPERTY DESCRIPTION PREPARED BY MICHAEL K. HENDERSON AND IS A PORTION OF THE PROPERTY DESCRIBED AT RECEPTION NO. 4482071 OF THE CHAFFEE COUNTY RECORDS.
- RECORD EASEMENT RESEARCH ARE BASED ON FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. \_\_\_\_\_ ISSUED BY CENTRAL COLORADO TITLE & ESCROW, EFFECTIVE \_\_\_\_\_, 2019.
- DEED LINES ARE BASED ON AFORESAID PROPERTY DESCRIPTION, ON THE JLS3, LLC ANNEXATION PLAT AND ON THE LOCATIONS OF THE RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED ON SHEETS 2 AND 3.

**CERTIFICATE OF TITLE INSURANCE COMPANY:**

I, BRETT H. BARKS, REPRESENTING FIRST AMERICAN TITLE INSURANCE COMPANY IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY DESCRIBED AND SHOWN ON THESE PLATS AND FOUND TITLE VESTED IN JLS3, LLC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

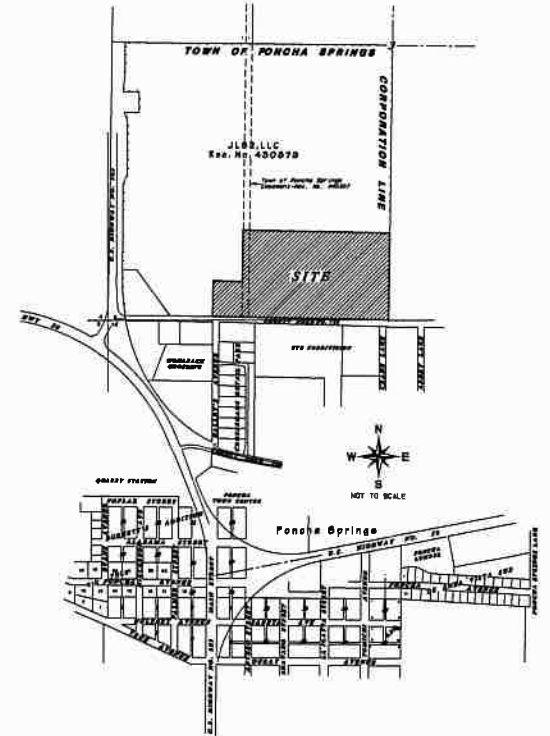
**TRUSTEES OF THE TOWN OF PONCHA SPRINGS APPROVAL:**

THE PONCHA MEADOWS SUBDIVISION, AS REPRESENTED BY THESE PLATS, IS HEREBY ACCEPTED AND APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BY: \_\_\_\_\_  
TOWN TRUSTEE, TOWN OF PONCHA SPRINGS

THE PONCHA MEADOWS SUBDIVISION IS HEREBY ACCEPTED AND AUTHORIZED TO BE FILED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BY: BEN SCANNA, MAYOR      ATTEST: \_\_\_\_\_  
TOWN OF PONCHA SPRINGS      TOWN CLERK



**CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:**  
THIS PLAT HAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO AT \_\_\_\_\_ M. ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2019, UNDER RECEPTION NO. \_\_\_\_\_

CHAFFEE COUNTY CLERK & RECORDER

<b>SHEET 1 OF 3</b>	
PONCHA MEADOWS, FILING NO. 1 A SUBDIVISION LOCATED IN THE S 1/2 SW 1/4 OF SEC. 3, T 49 N, R 0 E, N1/4PM, CHAFFEE COUNTY, COLORADO, TOWN OF PONCHA SPRINGS	
JOB NUMBER: J-19-008 PLOT FILE: J-19-189 DRAWN BY: M.K.H. CHECKED: M.K.H. FILE NUMBER: 822 Pgs.	HENDERSON LAND SURVEYING CO., INC. 808 S STREET SALIDA, COLORADO
DATE: 8/23/19	DRAWINGS NO. L-19-44

NOTICE: APPROVED TO BE MADE AS A FULL PAYMENT AND CASH. ALL OTHERS MUST BE PAID BY THE TIME OF THE NEXT MEETING OF THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS SHALL HAVE THE RIGHT TO REVOKE THIS APPROVAL AT ANY TIME. THE BOARD OF DIRECTORS SHALL HAVE THE RIGHT TO REVOKE THIS APPROVAL AT ANY TIME.

PONCHA MEADOWS, FILING NO. 1  
 A SUBDIVISION LOCATED IN THE  
 S1/2 of the SW 1/4 of SECTION 3, T 49 N, R 8 E, N.M.P.M.  
 IN THE  
 TOWN OF PONCHA SPRINGS  
 CHAFFEE COUNTY, COLORADO



DIRECTIONS ARE BASED ON THE BEARING N00°15'30"E BETWEEN RECOVERED SURVEY MONUMENTS AT THE NW CORNER OF THE TRACT DESCRIBED IN RECEPTION NO. 295429 AND AT HIGHWAY RIGHT OF WAY STA 408+00 EAST, AS SHOWN AND DESCRIBED ON THE JLS2, LLC ANNEXATION PLAN.



LEGEND

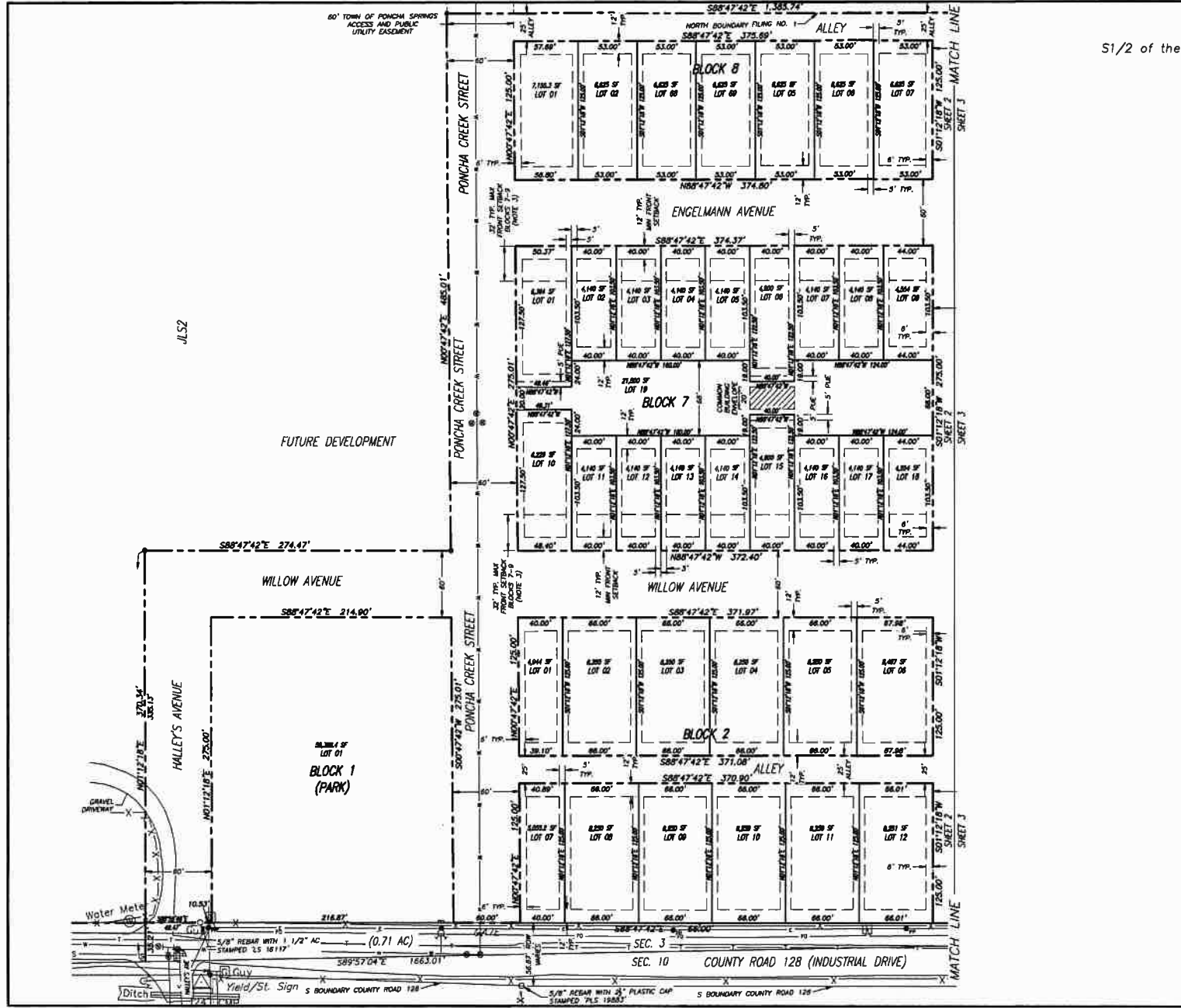
- PROJECT BOUNDARY
- - - EXISTING/ADJUSTED RIGHT-OF-WAY
- - - NEW ROAD RIGHT-OF-WAY
- TOWN BOUNDARY
- NEW LOT LINE
- NEW EASEMENT LINE
- BUILDING SETBACK LINE
- WATER MAIN
- SEWER MAIN
- UTILITY POLE
- GAS MAIN WARNING SIGN
- GAS MAIN
- FENCE
- WATER VALVE
- SEWER MANHOLE
- COMMUNICATIONS PEDESTAL
- UNDERGROUND PHONE
- UNDERGROUND FIBER OPTIC
- OVERHEAD ELECTRIC
- DENOTES A RECOVERED 3/8" REBAR WITH A 1/2" ALUMINUM CAP STAMPED "LS 18117"
- ⊖ DENOTES A RECOVERED 1/2" REBAR WITH A 2 1/2" PLASTIC CAP STAMPED "PLS 19883"
- DENOTES A 5/8"x24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "LS 18117", SET FOR THIS SURVEY.
- ⊖ DENOTES A RECOVERED 2" X 30" REBAR WITH A 2 1/2" ALUMINUM CAP STAMPED WITH PROPER CORNER IDENTIFICATION AND "2002, LS 18117"

PLAT NOTES

1. EACH BLOCK IN PLAT 1 OF PONCHA MEADOWS SHALL BE SUBJECT TO A DECLARATION OF COVENANTS AND RULES FOR THAT BLOCK.
2. SHOW RECORDS AND MAINTENANCE OF ALLEYS ARE THE RESPONSIBILITY OF EACH BLOCK HOA.
3. TOWN OF PONCHA SPRINGS GRANTED A LICENSE TO INCREASE THE MAXIMUM ALLOWABLE FRONT FRONTY SETBACK TO 25' FOR BLOCKS 1, 2, 3 AND 4 ON THE CONDITION THEY BE RENDERED AS PLATED FRONTY SETBACKS FOR THIS PLAN.
4. BLOCKS 5 & 6 AND 7 WILL EACH HAVE A BLOCK HOA WHICH WILL OWN AND MAINTAIN COMMON AREAS OF THE BLOCK SUCH AS LOT 19 OF EACH BLOCK, TO INCLUDE SHOW REBAR, FRONTY LOT MAINTENANCE AND LANDSCAPE MAINTENANCE OF COMMON ELEMENTS IN THE BLOCK.
5. LOT 19 OF BLOCKS 5 & 6 AND 7 ARE INTENDED AS PUBLIC UTILITY EASEMENTS EVERY 100' OF THE 30' X 40' COMMON BACKING DIMENSION.
6. BLOCK 1 IS VEDICATED TO THE TOWN OF PONCHA SPRINGS AS A PUBLIC PARK.
7. LOT CORNER MONUMENTS SHALL BE SET AFTER THE COMPLETION OF STREET, ALLEY AND UTILITY CONSTRUCTION AND PRIOR TO THE SALE OF ANY LOT EXCEPT ON THIS PLAN.
8. ALL TREE LOT SETBACKS SHALL BE PUBLIC UTILITY EASEMENTS, LOTS 1, 6 AND 17 OF BLOCKS 5 & 6 AND 7 SHALL BE SUBJECT TO 5' REAR LOT FRONTY EASEMENTS.
9. ALL HOME FALLS SET FORTH IN THE APPLICABLE DECLARATION OF COVENANTS, CANNOT, SHALL BE, RECREATIONAL VEHICLES AND ANY OTHER USES OTHER THAN 2' EASEMENTS APPROVED ARE NOT ALLOWED IN ON-STREET PARKING DESIGNATED IN THIS SUBDIVISION.
10. AS HOME FALLS SET FORTH IN THE APPLICABLE DECLARATION OF COVENANTS, MANHOLE REPAIRS MUST MEET INTERNATIONAL ASSOCIATION CODE AND MUST MEET ALL STANDARDS SET FORTH IN THE DECLARATION OF COVENANTS AND ASSOCIATED COVENANT EASEMENTS AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS.
11. COMPARTMENTS AND PAUSES ARE NOT PERMITTED.
12. SIGNAGES MAY BE CONSTRUCTED ON BLOCK 2, LOTS 2-4 AND 8-12 SUBJECT TO TOWN AND ASSOCIATION REQUIREMENTS. ALL OTHER LOTS ARE ELIGIBLE FOR A NUMBER OF THE FRONTY SETBACK LAW AND 1. ACCESSORY BUILDING LAW.

SHEET 2 OF 3

<b>PONCHA MEADOWS, FILING NO. 1</b> A SUBDIVISION LOCATED IN THE S1/2 OF THE SW 1/4 OF SECTION 3, T 49 N, R 8 E, N.M.P.M. SALIDA, COLORADO TOWN OF PONCHA SPRINGS, COLORADO	
JOB NUMBER: J-19-299 PLAN FILE: J-19-299 DRAWN BY: MCM	HENDERSON LAND SURVEYING CO., INC. SALIDA, COLORADO 203 G STREET
CHECKED: MCM DATE: 8/29/19	DRAWING NO.: L-19-44



PONCHA MEADOWS, FILING NO. 1  
 A SUBDIVISION LOCATED IN THE  
 S1/2 of the SW 1/4 of SECTION 3,  
 T 49 N, R 8 E, N.M.P.M.  
 IN THE  
 TOWN OF PONCHA SPRINGS  
 CHAFFEE COUNTY, COLORADO



DIRECTIONS ARE BASED ON THE BEARING N00°15'30"E BETWEEN RECOVERED SURVEY MONUMENTS AT THE NW CORNER OF THE TRACT DESCRIBED IN RECEPTION NO. 205449 AND AT HIGHWAY RIGHT-OF-WAY STA 408+00 EAST, AS SHOWN AND DESCRIBED ON THE JLS2 ANNOTATION PLAT.  
 GRAPHIC SCALE  
 0 40' 80' 120'

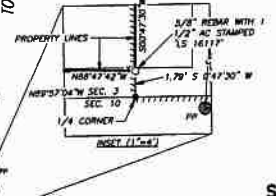
LEGEND

- PROJECT BOUNDARY
- EXISTING/ADJACENT RIGHT-OF-WAY
- NEW ROAD RIGHT-OF-WAY
- TOWN BOUNDARY
- NEW LOT LINE
- NEW EASEMENT LINE
- BUILDING SETBACK LINE
- WATER MAIN
- UTILITY POLE
- GAS MAIN WARNING SIGN
- GAS MAIN
- FENCE
- WATER VALVE
- SEWER MANHOLE
- COMMUNICATION PEDESTAL
- UNDERGROUND PHONE
- UNDERGROUND FIBER OPTIC
- OVERHEAD ELECTRIC

- DENOTES A RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "LS 18117".
- DENOTES A RECOVERED 1/2" REBAR WITH A 2 1/2" PLASTIC CAP STAMPED "PLS 19883".
- DENOTES A 5/8"x24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED WITH PROPER CORNER IDENTIFICATION AND "2002, LS 18117".
- DENOTES A RECOVERED 2" x 30" REBAR WITH A 2 1/2" ALUMINUM CAP STAMPED WITH PROPER CORNER IDENTIFICATION AND "2002, LS 18117".

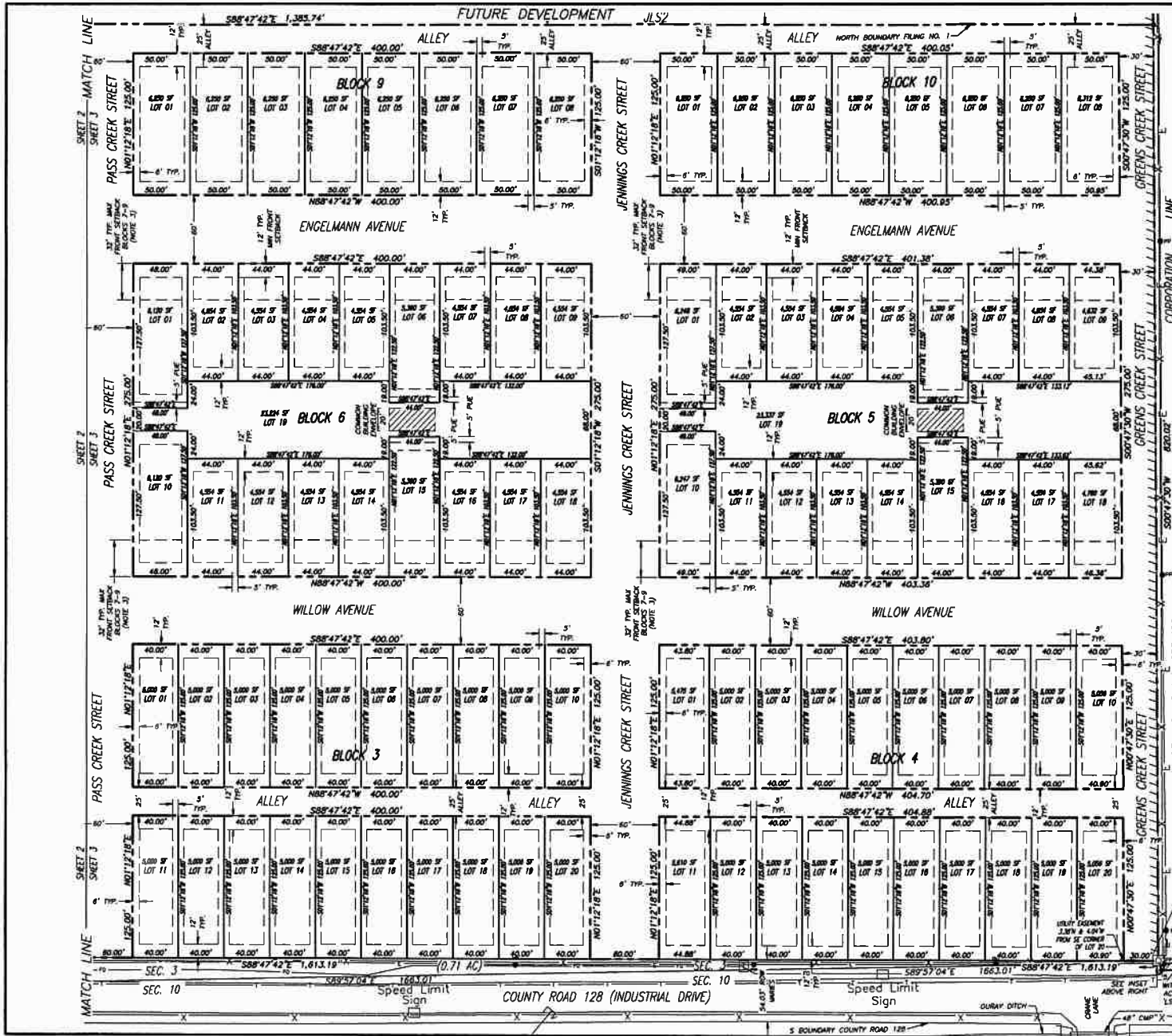
REMARKS

1. EACH BLOCK IN PLING 1 OF PONCHA MEADOWS SHALL BE SUBJECT TO A DECLARATION OF CONVEYANCE AND RESA FOR THE BLOCK.
2. SHOW RECORD AND MAINTENANCE OF ALLEYS ARE THE RESPONSIBILITY OF EACH BLOCK HOLDER.
3. TOWN OF PONCHA SPRINGS GRANTS A WARRANTY TO RECORD THE ALLEYS ALONG WITH PRIMARY SETBACK TO 20' FOR BLOCKS 3 & 4 AND 7 ON THE CONDITION THEY ARE DEVELOPED AS PLATED FRONT YARDSPACES PER THE PLAN.
4. BLOCK 12 AND 13 ARE TO BE BUILT ON A BLOCK 12A, WHICH WILL CONTAIN COMMON EASEMENTS OF THE BLOCK SUCH AS LOT 19 OF EACH BLOCK TO INCLUDE SHOW RECORD, PLANNING LOT IMPROVEMENT AND LINDSEY MAINTENANCE OF COMMON EASEMENTS IN THE BLOCK.
5. LOT 19 OF BLOCKS 3, 4, 6, AND 7 ARE DESIGNATED AS PUBLIC UTILITY EASEMENTS EXCEPT FOR THE 20' x 40' COMMON BALANCED EASEMENT.
6. ALLEY 1 IS DESIGNATED BY THE TOWN OF PONCHA SPRINGS AS A PUBLIC ALLEY.
7. LOT CORNER MONUMENTS SHALL BE SET AFTER THE COMPLETION OF STREET, ALLEY AND UTILITY CONSTRUCTION AND PRIOR TO THE SALE OF ANY LOT DEVELOPED ON THIS PLAN.
8. ALL NEW LOT DEVELOPMENTS SHALL BE PUBLIC UTILITY EASEMENTS LOTS 1 & 6 AND 10 OF BLOCKS 3, 4, 6, AND 7 SHALL BE SUBJECT TO 5' NON LOT CORNER EASEMENTS.
9. AS MORE FULLY SET FORTH IN THE APPLICABLE DECLARATION OF CONVEYANCE, COMPACTS, TRAILERS, RECREATION VEHICLES AND ANY VEHICLE WEEP HOLE IT INCLUDING WAREHOUSES ARE NOT ALLOWED IN ON-STREET PARKING DESIGNATED BY THE SUBDIVISION.
10. AS MORE FULLY SET FORTH IN THE APPLICABLE DECLARATION OF CONVEYANCE, MANUFACTURED HOUSING MUST MEET APPLICABLE RESIDENCE CODE AND MUST MEET ALL STANDARDS SET FORTH IN THE DECLARATION OF CONVEYANCE AND RESIDENCE CODES.
11. AS MORE FULLY SET FORTH IN THE DECLARATION OF CONVEYANCE, COMPACTING AND PAVING ARE NOT PERMITTED.
12. UTILITIES MAY BE CONSTRUCTED IN BLOCK 12, LOTS 1-4 AND 8-12 SUBJECT TO TOWN AND RESIDENCE REQUIREMENTS. ALL OTHER LOTS ARE ALLOWED A MAXIMUM OF ONE PRIMARY UTILITY UNIT AND 1 ACCESSORY UTILITY UNIT.



SHEET 3 OF 3

PONCHA MEADOWS, FILING NO. 1 A SUBDIVISION LOCATED IN THE S1/2 OF THE SW 1/4 OF SECTION 3, T 49 N, R 8 E, N.M.P.M. SALIDA, COLORADO, TOWN OF PONCHA SPRINGS, CO, COLORADO	
DRAWN BY: [Name] CHECKED BY: [Name]	HENDERSON LAND SURVEYING CO., INC. SALIDA, COLORADO DATE: 8/29/19 DRAWING NO. L-19-44



**Exhibit B**

**SITE IMPROVEMENTS AGREEMENT**

**Improvements Quantities and Cost Estimates**

Improvements to be dedicated to and owned by the Town. (Subject to the two (2) year Warranty period.)

Subtotal: \$ \_1,241,944\_ (Phase 1) \_\_

**All other improvements and work items.**

Subtotal: \$ \_412,440\_ (City of Salida Sewer) \_\_\_\_\_

Grand Total: \$ \_1,654,384\_

**Engineer's Opinion of Probable Construction Cost**  
**PONCHA MEADOWS, FILING NO. 1**  
**STREET AND WATER INFRASTRUCTURE TO BE OWNED BY TOWN OF PONCHA SPRINGS**

Prepared By: Crabtree Group Inc.  
 Owner: JLS2, LLC

9/9/2019

Item #	Phase 1 Qty	Phase 2 Qty	Phase 3 Qty	Phase 4 Qty	Unit	Description	Unit Cost	Phase 1 Cost	Phase 2 Cost	Phase 3 Cost	Phase 4 Cost
<b>Demolition</b>											
1	1	1	0	0	EA	Adjust existing manhole to finished grade, including grade rings and hardware as required	\$ 300.00	\$ 300.00	\$ 300.00	\$ -	\$ -
2	4	0	0	0	EA	Adjust existing water valve box to finished grade and install concrete collar	\$ 200.00	\$ 800.00	\$ -	\$ -	\$ -
3	1	5	3	0	EA	Coordinate relocation of existing power pole with Xcel Energy	\$ -	\$ -	\$ -	\$ -	\$ -
4	0	1	0	0	LS	Remove and dispose of stumps	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -
5	255	3,767	1,154	0	SY	Scarify existing road surface, furnish and install 3" to 6" of class 6 road base	\$ 7.00	\$ 1,785.00	\$ 26,369.00	\$ 8,078.00	\$ -
6	22	0	0	0	LF	Sawcut asphalt to provide clean edge for paving	\$ 5.00	\$ 110.00	\$ -	\$ -	\$ -
7	1	1	1	0	EA	Coordinate relocation of communication pedestal with appropriate utility provider	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub-Total</b>								<b>\$ 2,995.00</b>	<b>\$ 27,669.00</b>	<b>\$ 8,078.00</b>	<b>\$ -</b>
<b>Street</b>											
20	6,058	2,906	530	2,200	LF	Furnish and install 30" curb and gutter	\$ 26.00	\$ 157,508.00	\$ 75,556.00	\$ 13,780.00	\$ 57,200.00
21	1	0	0	0	EA	Furnish and install ADA curb ramp - type 3	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -
22	243	0	0	0	LF	Furnish and install 6" vertical curb	\$ 25.00	\$ 6,075.00	\$ -	\$ -	\$ -
23	4	6	1	4	EA	Furnish and install ADA curb ramp - type 1	\$ 1,800.00	\$ 7,200.00	\$ 10,800.00	\$ 1,800.00	\$ 7,200.00
24	21	4	0	0	EA	Furnish and install ADA curb ramp - type 2	\$ 2,800.00	\$ 58,800.00	\$ 11,200.00	\$ -	\$ -
25	2	0	0	0	EA	Furnish and install 2' x 5' truncated domes	\$ 500.00	\$ 1,000.00	\$ -	\$ -	\$ -
26	0	6	1	4	EA	Furnish and install concrete spandrel	\$ 800.00	\$ -	\$ 4,800.00	\$ 800.00	\$ 3,200.00
27	3,359	1,610	296	1,109	SY	Furnish and install 4" thick concrete sidewalk	\$ 50.00	\$ 167,950.00	\$ 80,500.00	\$ 14,800.00	\$ 55,450.00
27a	3,695	1,771	326	1,220	SY	Furnish and install 4" class 6 base	\$ 8.00	\$ 29,560.00	\$ 14,168.00	\$ 2,608.00	\$ 9,760.00
28	1	0	0	0	LS	Furnish and install 12" HDPE grate in 12" SDR35 PVC standpipe to 90° bend	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
29	4,608	2,906	530	2,200	LF	Construct parkway bioswale	\$ 3.00	\$ 13,824.00	\$ 8,718.00	\$ 1,590.00	\$ 6,600.00
30	101	35	10	41	EA	Furnish and install curb opening	\$ 200.00	\$ 20,200.00	\$ 7,000.00	\$ 2,000.00	\$ 8,200.00
31	334	90	16	0	LF	Furnish and install new 6" ribbon gutter	\$ 40.00	\$ 13,360.00	\$ 3,600.00	\$ 640.00	\$ -
32	0	0	0	60	LF	Furnish and install new 4" ribbon gutter	\$ 36.00	\$ -	\$ -	\$ -	\$ 2,160.00
33	291	161	55	78	SY	Furnish and install type 1 driveway	\$ 60.00	\$ 17,460.00	\$ 9,660.00	\$ 3,300.00	\$ 4,680.00
34	13,028	7,004	1,553	4,053	SY	Furnish and install 9" class 6 road base	\$ 12.00	\$ 156,336.00	\$ 84,048.00	\$ 18,636.00	\$ 48,636.00
35	18	3	1	2	EA	Furnish and install new R1-1 "STOP" sign per MUTCD	\$ 500.00	\$ 9,000.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00
35a	11	0	0	0	EA	Furnish and install new R1-3 "4 WAY" sign per MUTCD	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -
35b	3	0	0	0	EA	Furnish and install new R1-4 "ALL WAY" sign per MUTCD	\$ 100.00	\$ 300.00	\$ -	\$ -	\$ -
36	16	6	2	4	EA	Furnish and install new D3-1 "STREET NAME" sign per MUTCD	\$ 100.00	\$ 1,600.00	\$ 600.00	\$ 200.00	\$ 400.00
37	9	3	1	2	EA	Furnish and install Greenshine Lumina solar street light or approved equal	\$ 6,000.00	\$ 54,000.00	\$ 18,000.00	\$ 6,000.00	\$ 12,000.00
38	50	40	10	20	LF	Paint Curb red at fire hydrants	\$ 2.00	\$ 100.00	\$ 80.00	\$ 20.00	\$ 40.00
39	160	781	293	0	SF	Furnish and install pavement marking	\$ 0.50	\$ 80.00	\$ 390.50	\$ 146.50	\$ -
40	12,737	6,843	1,498	3,975	SY	Furnish and install 3" asphalt paving	\$ 18.00	\$ 229,266.00	\$ 123,174.00	\$ 26,964.00	\$ 71,550.00
41	19	0	0	0	LF	Furnish and install 12" SDR35 storm drain	\$ 40.00	\$ 760.00	\$ -	\$ -	\$ -
<b>Sub-Total</b>								<b>\$ 948,979.00</b>	<b>\$ 453,794.50</b>	<b>\$ 93,784.50</b>	<b>\$ 288,076.00</b>
<b>Water (Excluding Crane Lane)</b>											
50	3,196	1,935	432	972	LF	Furnish and install 8" water main	\$ 50.00	\$ 159,800.00	\$ 96,750.00	\$ 21,600.00	\$ 48,600.00
51	370	0	0	0	LF	Furnish and install 12" water main	\$ 56.00	\$ 20,720.00	\$ -	\$ -	\$ -
52	10	8	4	8	EA	Furnish and install 1" single water service assembly	\$ 1,200.00	\$ 12,000.00	\$ 9,600.00	\$ 4,800.00	\$ 9,600.00
53	23	15	3	14	EA	Furnish and install 1" dual water service assembly	\$ 1,400.00	\$ 32,200.00	\$ 21,000.00	\$ 4,200.00	\$ 19,600.00
54	7	3	0	2	EA	Furnish and install fire hydrant assembly	\$ 4,000.00	\$ 28,000.00	\$ 12,000.00	\$ -	\$ 8,000.00
55	11	8	0	2	EA	Furnish and install 8" gate valve with concrete collar	\$ 1,800.00	\$ 19,800.00	\$ 14,400.00	\$ -	\$ 3,600.00
56	1	0	0	0	EA	Furnish and install 8"x12" reducer	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ -
57	0	2	0	0	EA	Furnish and install 8" tee	\$ 700.00	\$ -	\$ 1,400.00	\$ -	\$ -
58	4	1	0	1	EA	Furnish and install 8" cross	\$ 800.00	\$ 3,200.00	\$ 800.00	\$ -	\$ 800.00
59	9	3	0	2	EA	Furnish and install 8" plug	\$ 400.00	\$ 3,600.00	\$ 1,200.00	\$ -	\$ 800.00
<b>Sub-Total</b>								<b>\$ 280,070.00</b>	<b>\$ 157,150.00</b>	<b>\$ 30,600.00</b>	<b>\$ 91,000.00</b>
<b>MISCELLANEOUS</b>											
60					LS	Construction Survey	\$ 4,700	\$ 2,300	\$ 500	\$ 1,400	
61					LS	Stormwater/erosion control	\$ 4,700	\$ 2,300	\$ 500	\$ 1,400	
62					LS	Traffic Control	\$ 500	\$ 500	\$ 500	\$ 500	
<b>Sub-Total</b>								<b>\$ 9,900</b>	<b>\$ 5,100</b>	<b>\$ 1,500</b>	<b>\$ 3,300</b>
<b>TOTAL</b>								<b>\$ 1,241,944.00</b>	<b>\$ 643,713.50</b>	<b>\$ 133,962.50</b>	<b>\$ 382,376.00</b>
								<b>Phase 1      Phase 2      Phase 3      Phase 4</b>			

**Exhibit C**

**SITE IMPROVEMENTS AGREEMENT**

**Engineering Plans**

The Engineering Plans are incorporated herein by this reference, but not attached and not required to be recorded with this Agreement; but must be placed on file with the Town's Public Works Department.

**PONCHA MEADOWS FILING NO. 1**  
 A SUBDIVISION LOCATED IN THE  
 S 1/2 of the SW 1/4 of SECTION 5, T 49 N, R 8 E, N.M.P.M.  
 IN THE  
**TOWN OF PONCHA SPRINGS**  
**CHAFFEE COUNTY, COLORADO**  
**SHEET 1 OF 3**

VICINITY MAP

**CERTIFICATE OF DEDICATION & OWNERSHIP:**

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE ALL OF THE OWNERS, LIEN HOLDERS AND MORTGAGEES OF THE FOLLOWING DESCRIBED REAL PROPERTY IN THE TOWN OF PONCHA SPRINGS:

A block of land located in the South Half of the Southwest Quarter (SW/2 SW/4) of Section 5, Township 49 North, Range 8 East of the New Mexico Principal Meridian, in the Town of Poncha Springs, Chaffee County, Colorado, being more particularly described as follows:  
 Beginning at the NE corner common to said section 5 and to Section 10 in said township and range thence North 04°15'04" West along the section line common to said sections 5 and 10 a distance of 800.01 Feet;  
 thence North 01°12'01" East 910.04 Feet;  
 thence South 89°42'42" East 274.47 Feet;  
 thence North 02°47'42" East 480.01 Feet;  
 thence South 89°47'42" East 1800.74 Feet to the west boundary of the said SW/4 of Section 5;  
 thence South 02°47'00" West along said west boundary a distance of 800.01 Feet to the point of beginning.  
 Containing 28.12 Acres.

DOES HEREBY LAY-OUT, SUBDIVIDE AND PLAT THE ABOVE DESCRIBED PROPERTY INTO LOTS, STREETS AND EASEMENTS, WITH BEARINGS AND DISTANCES AS SHOWN ON SHEETS 2 AND 3, TO BE KNOWN AS:

**PONCHA MEADOWS, FILING NO. 1**  
 A SUBDIVISION IN THE  
 TOWN OF PONCHA SPRINGS  
 CHAFFEE COUNTY, COLORADO

AND DO HEREBY DEDICATE AND GRANT TO THE TOWN OF PONCHA SPRINGS FOR PUBLIC USE AS A PUBLIC RIGHT-OF-WAY AND UTILITY CORRIDORS, PERPETUAL, UNRESTRICTED USE OF THE 0.71 ACRE STRIP OF LAND LYING BETWEEN THE SOUTH BOUNDARY OF SECTION 3 AND THE NORTH BOUNDARY OF SECTION 5 OF THE ROADWAY KNOWN AS CHAFFEE COUNTY ROAD NO. 126, THE LOCATION OF WHICH IS SHOWN ON SHEETS 2 AND 3 CONTAINED HEREIN, AND HILLETTS AVENUE, PONCHA CREEK STREET, PANG CREEK STREET, JENNINGS CREEK STREET, GREENS CREEK STREET, SHIMMELAW AVENUE, HILLON AVENUE ARE HEREBY DEDICATED TO THE TOWN OF PONCHA SPRINGS AS PUBLIC RIGHTS-OF-WAY AND UTILITY CORRIDORS AND SHALL BE OWNED AND MAINTAINED BY THE TOWN OF PONCHA SPRINGS FOLLOWING COLLECTION AND ACCEPTANCE BY THE TOWN.  
 AND THE ALLEYS ARE HEREBY DEDICATED AS PUBLIC RIGHTS-OF-WAY AND UTILITY CORRIDORS TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION FOR EACH BLOCK AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS TO BE RECORDED FOR EACH BLOCK.

AND BLOCK 1 IS HEREBY DEDICATED TO THE TOWN OF PONCHA SPRINGS FOR USE AS A PUBLIC PARK.  
 AND THE EASEMENTS OF ALL LOTS SHALL BE SUBJECT TO PUBLIC UTILITY EASEMENTS EQUAL IN WIDTH TO THE SIDE SETBACKS AS SHOWN ON SHEETS 2 AND 3 CONTAINED HEREIN.  
 AND LOTS 06 AND 10, BLOCK 5, LOTS 08 AND 10, BLOCK 6 AND LOTS 06 AND 10, BLOCK 7 ARE SUBJECT TO 50 FOOT WIDE PUBLIC UTILITY EASEMENTS AS SHOWN ON SHEETS 2 AND 3.  
 AND LOT 01, BLOCK 8, LOT 01, BLOCK 8 AND LOT 01, BLOCK 7 ARE SUBJECT TO FIVE (5) FOOT WIDE UTILITY EASEMENTS ADJACENT TO THE REAR LOT LINES OF SAID LOTS AS SHOWN ON SHEETS 2 AND 3.  
 AND ALL LOTS SHALL BE SUBJECT TO PUBLIC UTILITY EASEMENT LOCATED WITHIN ALL LOT SIDE SETBACKS.  
 AND LOT 10, BLOCK 5, LOT 10, BLOCK 6 AND LOT 10, BLOCK 7 ARE SUBJECT TO PUBLIC UTILITY EASEMENTS EXCEPT FOR THE 20'x40' COMMON BUILDING DEVELOPERS WITHIN SAID BLOCKS, AS SHOWN ON SHEETS 2 AND 3, AND SAID BLOCKS 5, 6 AND 7 SHALL HAVE INDIVIDUAL BLOCK HOME OWNERS ASSOCIATIONS WHICH SHALL OWN AND MAINTAIN THE COMMON ELEMENTS, INCLUDING LOT 10 OF EACH BLOCK TO INCLUDE SIGN REMOVAL AND PARKING LOT MAINTENANCE AND LANDSCAPING MAINTENANCE OF COMMON ELEMENTS IN EACH BLOCK ALL AS SET FORTH IN THE DECLARATIONS OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PONCHA MEADOWS SUBDIVISION, TOWN OF PONCHA SPRINGS RECORDED FOR EACH BLOCK.

AND THE PROPERTY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN JLS, LLC AND THE TOWN OF PONCHA SPRINGS RECORDED AT RECEPTION NO. 400378 OF THE CHAFFEE COUNTY RECORDS WHICH EASEMENT IS 800 FEET WIDE AND EXTENDS FROM CHAFFEE COUNTY ROAD NO. 126 TO CHAFFEE COUNTY ROAD NO. 140, A PORTION OF WHICH IS LOCATED WITHIN AND IDENTICAL TO THE RIGHT-OF-WAY FOR GREENS CREEK STREET AS SHOWN ON SHEET 2.

AND EACH BLOCK WILL HAVE AN INDIVIDUAL HOME OWNERS ASSOCIATION TO OWN AND MAINTAIN COMMON ELEMENTS WITHIN EACH BLOCK, AND EACH BLOCK SHALL BE SUBJECT TO A DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS TO BE RECORDED FOR EACH BLOCK.

AND PONCHA MEADOWS SUBDIVISION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ANNEXATION AGREEMENT RECORDED AT RECEPTION NO. \_\_\_\_\_ OF THE CHAFFEE COUNTY RECORDS.  
 AND PONCHA MEADOWS SUBDIVISION IS SUBJECT TO THE DEVELOPMENT IMPROVEMENTS AGREEMENT RECORDED AT RECEPTION NO. \_\_\_\_\_ OF THE CHAFFEE COUNTY RECORDS.

**ACKNOWLEDGEMENTS:**

IN WITNESS WHEREOF THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

JLS, LLC, A COLORADO LIMITED LIABILITY COMPANY      HIGH COUNTRY BANK

JANET L. SHERRWOOD, MANAGER (OWNERS)      FOR HIGH COUNTRY BANK, MORTGAGEE

STATE OF COLORADO

COUNTY OF CHAFFEE

BEFORE ME, NOTARY PUBLIC, on this \_\_\_\_ DAY OF \_\_\_\_\_, 2018, THE FOREGOING INSTRUMENT HAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, BY MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
 ADDRESS:

SURVEYOR  
 HENDERSON LAND SURVEYING CO., INC.  
 CONTACT: MICHAEL K. HENDERSON  
 250 S 9TH STREET  
 SALIDA, CO 80801  
 ASSISTED BY:  
 CHARTERS GROUP INC.  
 822 D STREET  
 SALIDA, CO 80801  
 OWNED:  
 JLS, LLC  
 CONTACT: JANET SHERRWOOD  
 2616 US HIGHWAY 265  
 SALIDA, CO 80801

**LAND SURVEYOR'S STATEMENT:**

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY STATE THAT THESE PLATS WERE PREPARED UNDER MY DIRECT SUPERVISION AND ARE BASED A MONUMENTED ON A MONUMENTED LAND SURVEY OF THE PROPERTY DESCRIBED HEREON, WHICH SURVEY HAS BEEN PERFORMED UNDER MY RESPONSIBLE CHARGE AND ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
 DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

MICHAEL K. HENDERSON  
 REG. L.S. NO. 18111  
 STATE OF COLORADO

**GENERAL LAND SURVEYOR'S NOTES:**

- 1) PROPERTY DESCRIPTION PREPARED BY MICHAEL K. HENDERSON AND IS A PORTION OF THE PROPERTY DESCRIBED AT RECEPTION NO. 400378 OF THE CHAFFEE COUNTY RECORDS.
- 2) RECORD EASEMENT RESEARCH IS BASED ON FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. \_\_\_\_\_ ISSUED BY CENTRAL COLORADO TITLE & ESCROW, EFFECTIVE \_\_\_\_\_, 2018.
- 3) DEED LINES ARE BASED ON AFORESAID PROPERTY DESCRIPTION, ON THE JLS, LLC ANNEXATION PLAN AND ON THE LOCATIONS OF THE RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED ON SHEETS 2 AND 3.

**CERTIFICATE OF TITLE INSURANCE COMPANY:**

I, BRETT K. BAKNA, REPRESENTING FIRST AMERICAN TITLE INSURANCE COMPANY IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY DEDICATED AND SHOWN ON THESE PLATS AND FOUND TITLE VESTED IN JLS, LLC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

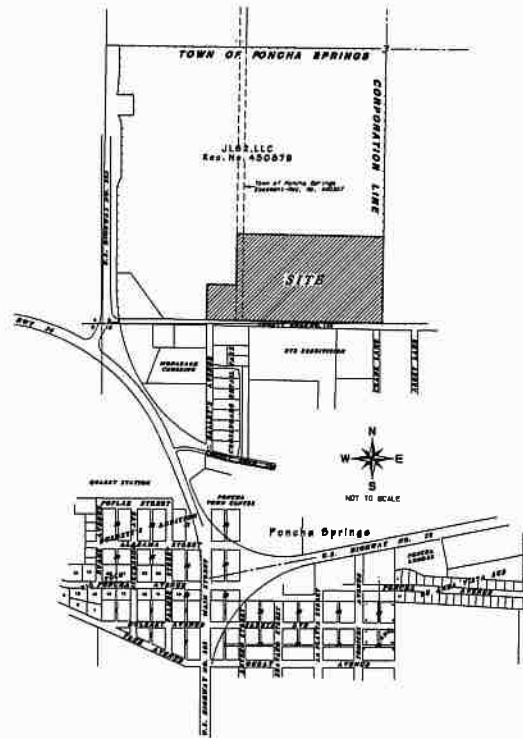
**TRUSTEES OF THE TOWN OF PONCHA SPRINGS APPROVAL:**

THE PONCHA MEADOWS SUBDIVISION, AS REPRESENTED BY THESE PLATS, IS HEREBY ACCEPTED AND APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

BY: \_\_\_\_\_  
 TOWN TRUSTEE, TOWN OF PONCHA SPRINGS

THE PONCHA MEADOWS SUBDIVISION IS HEREBY ACCEPTED AND AUTHORIZED TO BE FILED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

BY: \_\_\_\_\_      ATTEST: \_\_\_\_\_  
 DEB SCARBA, MAYOR      TOWN CLERK  
 TOWN OF PONCHA SPRINGS



**CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:**

THIS PLAT HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO AT \_\_\_\_\_ A.M. ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, UNDER RECEPTION NO. \_\_\_\_\_

CHAFFEE COUNTY CLERK & RECORDER

**SHEET 1 OF 3**

PONCHA MEADOWS, FILING NO. 1 A SUBDIVISION LOCATED IN THE S 1/2 SW 1/4 OF SEC. 5, T 49 N, R 8 E, N.M.P.M., CHAFFEE COUNTY, COLORADO	
PREPARED BY: HENDERSON LAND SURVEYING CO., INC. 250 S 9TH STREET SALIDA, CO 80801	DATE: 8/23/19
DRAWN BY: M. K. H. CHECKED BY: M. K. H.	DRAWINGS NO. L-19-44

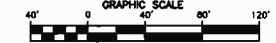
NOTARY: I AM NOTARY PUBLIC IN THE STATE OF COLORADO. I HAVE EXAMINED THE INSTRUMENT AND HAVE FOUND IT TO BE THE TRUE AND CORRECT COPY OF THE INSTRUMENT AS FILED WITH ME. I HAVE NOTED ANY CHANGES TO THE INSTRUMENT AS FILED WITH ME.



PONCHA MEADOWS, FILING NO. 1  
 A SUBMISSION LOCATED IN THE  
 S1/2 of the SW 1/4 of SECTION 3, T 49 N, R 8 E, N.M.P.M.  
 IN THE  
 TOWN OF PONCHA SPRINGS  
 CHAFFEE COUNTY, COLORADO



DIRECTIONS ARE BASED ON THE BEARING N00°15'30"E BETWEEN RECOVERED SURVEY MONUMENTS AT THE NW CORNER OF THE TRACT DESCRIBED IN RECEPTION NO. 293426 AND AT HIGHWAY RIGHT OF WAY STA. 406+00 EAST, AS SHOWN AND DESCRIBED ON THE ULSJ. LLC ANNOTATION PLAT.



LEGEND

- PROJECT BOUNDARY
- EXISTING/ADJACENT RIGHT-OF-WAY
- - - NEW ROAD RIGHT-OF-WAY
- TOWN BOUNDARY
- - - NEW LOT LINE
- - - NEW EASEMENT LINE
- - - BUILDING SETBACK LINE
- WATER MAIN
- SEWER MAIN
- UTILITY POLE
- GAS MAIN WARNING SIGN
- GAS MAIN
- FENCE
- WATER VALVE
- SEWER MANHOLE
- COMMUNICATION PEDESTAL
- UNDERGROUND PHONE
- UNDERGROUND FIBER OPTIC
- OVERHEAD ELECTRIC

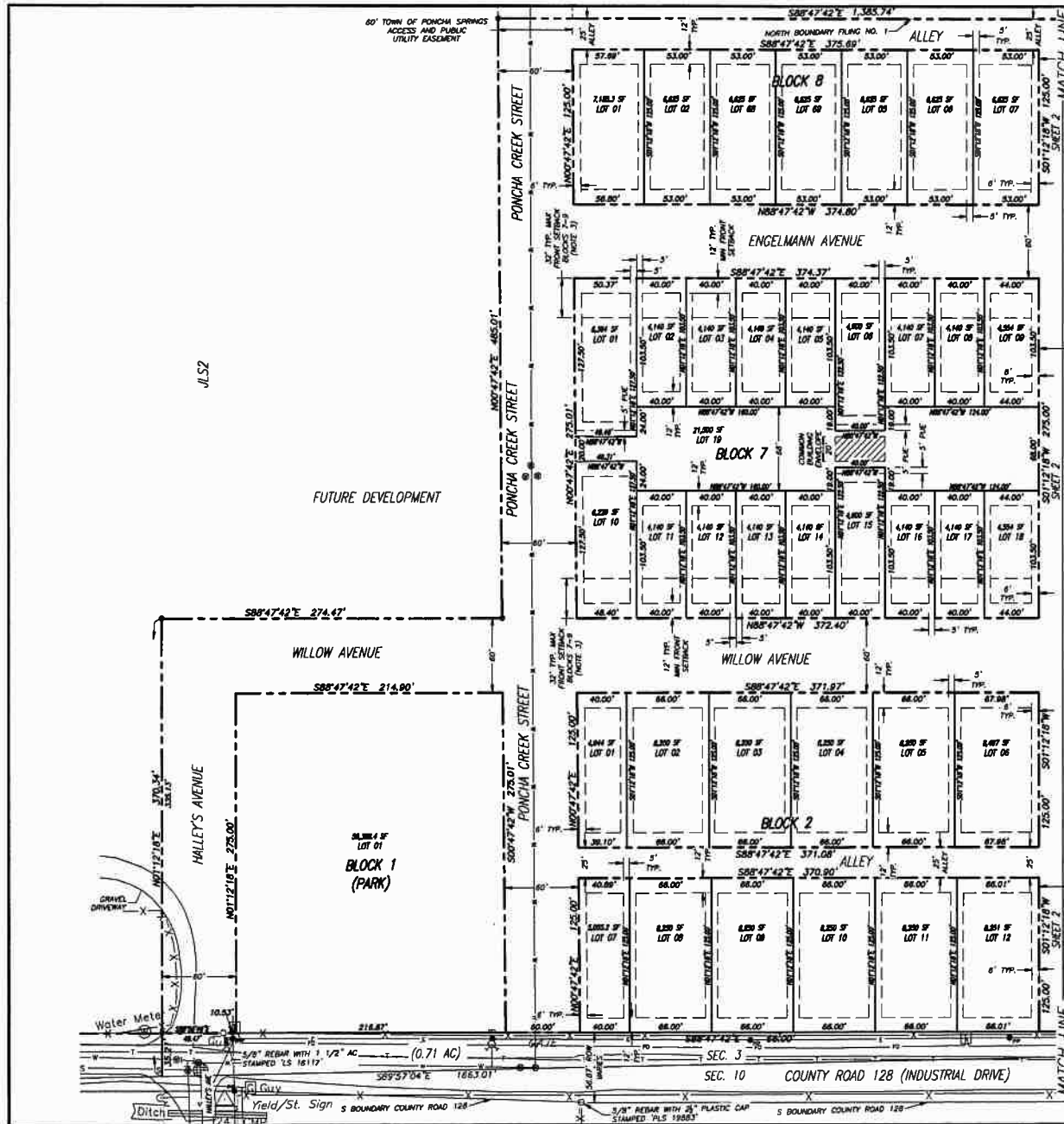
- DENOTES A RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED 'LS 18117'.
- DENOTES A RECOVERED 1/2" REBAR WITH A 2 1/2" PLASTIC CAP STAMPED 'PLS 19883'.
- DENOTES A 5/8"x24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED 'LS 18117', SET FOR THIS SURVEY.
- DENOTES A RECOVERED 7" x 30" REBAR WITH A 2 1/2" ALUMINUM CAP STAMPED WITH PROPER CORNER IDENTIFICATION AND '2002, LS 18117'.

PLAT NOTES

1. EACH BLOCK IN PLATE 1 OF PONCHA MEADOWS SHALL BE SUBJEET TO A SEPARATION OF CONVEYANCE AND FILE FOR EACH BLOCK.
2. SHOW RECORD AND MAINTENANCE OF ALLEYS ARE THE RESPONSIBILITY OF EACH BLOCK OWNER.
3. TOWN OF PONCHA SPRINGS GRANTS A VARIANCE TO INCREASE THE MAXIMUM ALLOWABLE FRONT PRIMARY SETBACK TO 25' FOR BLOCKS 2B AND 7 ON THE CONDITION THAT ANY DEVELOPMENT AS PLATED PROJECT REQUIREMENTS FOR THE PLAT.
4. BLOCKS 2, 3, 4, AND 7 WILL EACH HAVE A BLOCK ALLEY WHICH SHALL BE OWNED AND MAINTAINED COMMON ELEMENTS OF THE BLOCK SUCH AS LOT 19 OF EACH BLOCK. TO INCLUDE SHOW RECORD, FURNISH LOT MAINTENANCE AND LANDSCAPE MAINTENANCE OF COMMON ELEMENTS IN THE BLOCK.
5. LOT 19 OF BLOCKS 2, 4, AND 7 ARE DESIGNATED AS PUBLIC UTILITY EASEMENTS, EXCEPT FOR THE 30' x 40' COMMON BUILDING DEVELOPING BLOCK 7 IS DESIGNATED TO THE TOWN OF PONCHA SPRINGS AS A PUBLIC PARK.
6. LOT CORNER MARKERS SHALL BE SET AFTER THE COMPLETION OF STREET, UTILITY AND OTHER CONSTRUCTION AND PRIOR TO THE SALE OF ANY LOT DEPICED ON THIS PLAT.
7. ALL SET-UP SETBACKS SHALL BE PUBLIC UTILITY EASEMENTS. LOTS 1, 4, AND 15 OF BLOCKS 1, 4, AND 7 SHALL BE SUBJECT TO 5' REAR LOT FRONT EASEMENTS.
8. ALL HOME PLATS SET FORM IN THE APPLICABLE DECLARATION OF CONVEYANCE, COVENANTS, CONDITIONS, RESTRICTIONS, VEHICLES, AND ANY OTHER INSTRUMENTS SHALL BE FILED WITH THE COUNTY CLERK'S OFFICE. ON-STREET PARKING (EXCEPT IN THIS SUBDIVISION).
9. NO HOME PLATS SET FORM IN THE APPLICABLE DECLARATION OF CONVEYANCE, UNMANUFACTURED HOUSING MUST MEET INTERNATIONAL RESIDENTIAL CODE AND MUST MEET ALL CONFORMING SET FORM IN THE DECLARATION OF CONVEYANCE AND ACCORDING GOVERNING ORDINANCES.
10. AS HOME PLATS SET FORM IN THE DECLARATION OF CONVEYANCE, COVENANTS AND PD USE ARE NOT PERMITTED.
11. IMPROVEMENTS MAY BE CONSTRUCTED ON BLOCK 2, LOTS 2-3 AND 8-12 SUBJECT TO TOWN AND ACCORDING REQUIREMENTS. ALL CONVEYANCE ARE ALLOWED A MAXIMUM OF ONE PRIMARY DRIVING DRIVE AND 1 ACCESSORY DRIVING DRIVE.

SHEET 2 OF 3

PONCHA MEADOWS, FILING NO. 1	
A SUBDIVISION LOCATED IN THE S 1/2 SW 1/4 OF SEC. 3, T 49 N, R 8 E, N.M.P.M.	
SALIDA, COLORADO	TOWN OF PONCHA SPRINGS, COLORADO
BY: [Signature]	ANDERSON LAND SURVEYING CO., INC.
DATE: 8/29/19	203 G STREET, SALIDA, COLORADO
DRAWN BY: [Signature]	CHECKED BY: [Signature]
DATE: 8/29/19	DATE: 8/29/19
DRAWING NO. L-19-44	



PONCHA MEADOWS, FILING NO. 1  
 A SUBDIVISION LOCATED IN THE  
 S1/2 OF THE SW 1/4 OF SECTION 3,  
 T 49 N, R 8 E, N.M.P.M.  
 IN THE  
 TOWN OF PONCHA SPRINGS  
 CHAFFEE COUNTY, COLORADO



DIRECTIONS ARE BASED ON THE BEARING N00°15'50"E BETWEEN RECOVERED SURVEY MONUMENTS AT THE NW CORNER OF THE TRACT DESCRIBED IN RECEPTION NO. 25845 AND AT HIGHWAY RIGHT-OF-WAY STA 406+00 EAST, AS SHOWN AND DESCRIBED ON THE ALSJ, LLC AMBASSADOR PLAT.

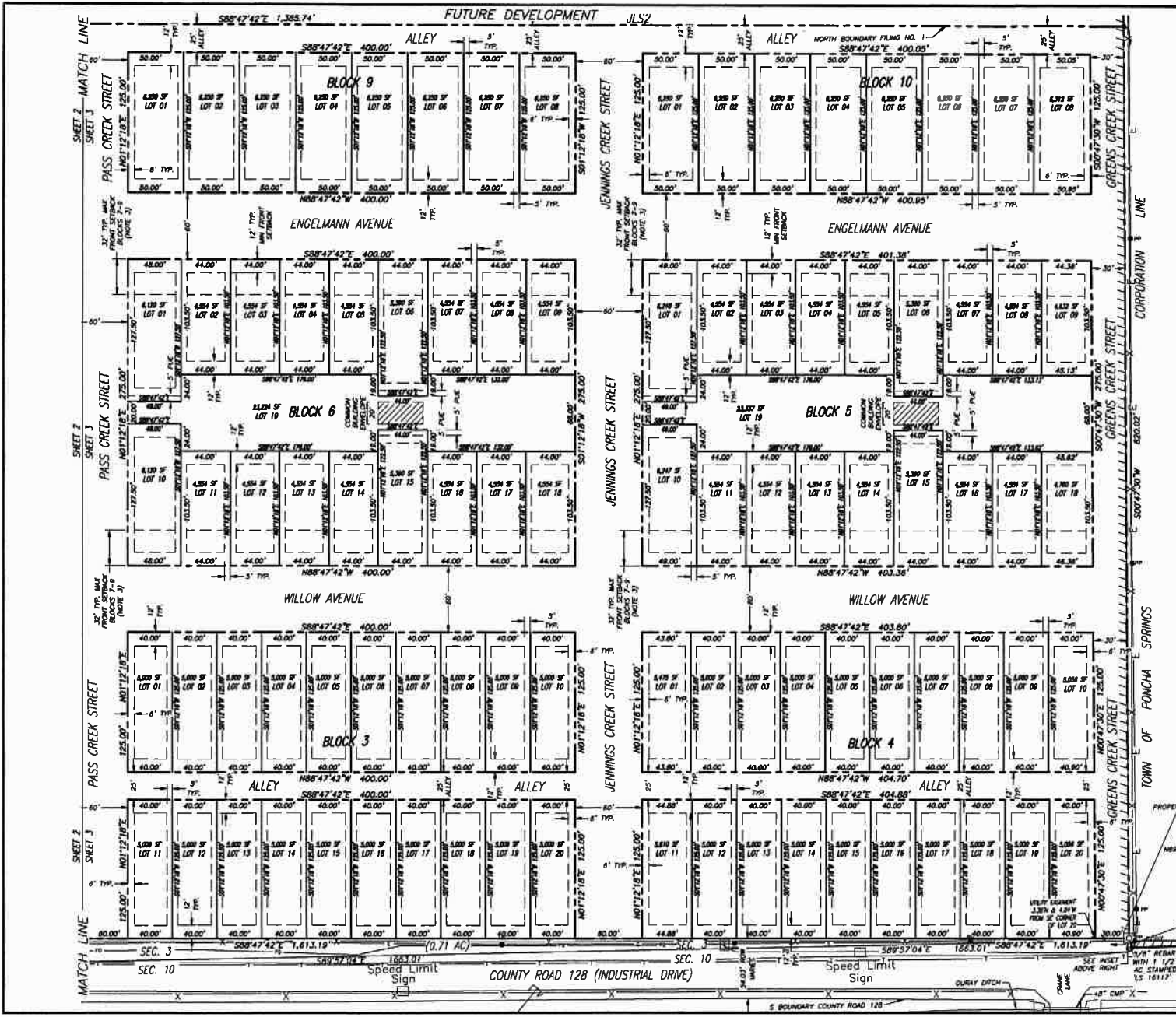
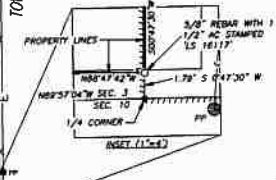


LEGEND

- PROJECT BOUNDARY
- EXISTING/ADJACENT RIGHT-OF-WAY
- NEW ROAD RIGHT-OF-WAY
- TOWN BOUNDARY
- NEW LOT LINE
- NEW EASEMENT LINE
- BUILDING SETBACK LINE
- WATER MAIN
- SEWER MAIN
- UTILITY POLE
- GAS MAIN WARNING SIGN
- GAS MAIN
- FENCE
- WATER VALVE
- SEWER MANHOLE
- COMMUNICATION PEDESTAL
- UNDERGROUND PHONE
- UNDERGROUND FIBER OPTIC
- OVERHEAD ELECTRIC
- DENOTES A RECOVERED 3/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "LS 18117"
- DENOTES A RECOVERED 1/2" REBAR WITH A 2 1/2" PLASTIC CAP STAMPED "PLS 19883"
- DENOTES A 3/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "LS 18117", SET FOR THIS SURVEY.
- DENOTES A RECOVERED 2" x 30" REBAR WITH A 2 1/2" ALUMINUM CAP STAMPED WITH PROPER CORNER IDENTIFICATION AND "2002, LS 18117"

REMARKS

1. EACH BLOCK IN PLING 1 OF PONCHA MEADOWS SHALL BE SUBJECT TO A DECLARATION OF CONDOMINIUM AND H.A.A. FOR THIS BLOCK.
2. SHOW RECORD AND MAINTENANCE OF ALLEYS ARE THE RESPONSIBILITY OF EACH BLOCK H.A.A.
3. TOWN OF PONCHA SPRINGS GRANTED A LICENSE TO INCREASE THE MAXIMUM ALLOWABLE FRONT YARD SETBACK TO 30' FOR BLOCKS 3, 4, AND 7 ON THE CORNER PLOT AS OUTLINED IN PLANNED PERMIT REGULATIONS FOR THIS PLAN.
4. BLOCKS 3, 4 AND 7 WILL EACH HAVE A BLOCK H.A.A. WHICH WILL OWN AND MAINTAIN CORNER ELEVATIONS OF THE BLOCK SUCH AS LOT 19 OF EACH BLOCK, TO INCLUDE SIDE SETBACK, FRONT LOT MAINTENANCE AND LANDSCAPE MAINTENANCE OF CORNER ELEVATIONS OF THE BLOCK.
5. LOT 19 OF BLOCKS 3, 4, AND 7 ARE DESIGNATED AS PUBLIC UTILITY LOCATIONS, EXCEPT FOR THE SET 1'4" CORNER BUILDING ELEVATION.
6. BLOCK 7 IS DESIGNATED TO BE THE ROW OF PONCHA SPRINGS AS A PUBLIC TRAIL.
7. LOT CORNER MONUMENTS SHALL BE SET AFTER THE COMPLETION OF STREET, UTILITY AND UTILITY CONSTRUCTION AND PRIOR TO THE SALE OF ANY LOT DEPICTED ON THIS PLAN.
8. ALL SIDE LOT SETBACKS SHALL BE PUBLIC UTILITY EASEMENTS. LOTS 1, 6, AND 13 OF BLOCKS 3, 4, AND 7 SHALL BE SUBJECT TO 5' SIDE LOT UTILITY EASEMENTS.
9. AS HOME FULLY SET FORM IN THE APPLICABLE DECLARATION OF CONDOMINIUM, CONVEYOR, PURVEYOR, RESERVATION, VEHICLES, AND HOME FULLY SET FORM IN THE APPLICABLE DECLARATION OF CONDOMINIUM, UNINCORPORATED HOLDING MUST MEET UNDERGROUND RECORDING, CARE AND MUST MEET ALL STANDARDS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND ASSOCIATED CONDOMINIUM DOCUMENTS.
10. AS HOME FULLY SET FORM IN THE DECLARATION OF CONDOMINIUM, CONVEYOR AND BUYER MUST MEET ALL STANDARDS.
11. OUTLINES MAY BE CONSIDERED ON BLOCK 2, LOTS 3-4 AND 8-12 SUBJECT TO TOWN AND ASSOCIATION REGULATIONS. ALL OTHER LOTS ARE ALIGNED A MINIMUM OF ONE FOOT FROM THE WALL AND 1' ACCESSORY BUILDING SET.



**SHEET 3 OF 3**  
 PONCHA MEADOWS, FILING NO. 1  
 A SUBDIVISION LOCATED IN THE S1/2 SW 1/4 OF SECTION 3, T 49 N, R 8 E, N.M.P.M., SALUDA, COLORADO  
 DRAWN BY: J. HENDERSON  
 CHECKED BY: M. H. HENDERSON  
 DATE: 8/29/19  
 DRAWING NO.: L-19-44

**Exhibit D**

**SITE IMPROVEMENTS AGREEMENT**

Form of Partial Release of Letter of Credit

Certificate for the Reduction of  
Amounts Available Under  
Irrevocable Letter of Credit No. \_\_\_\_\_  
Dated \_\_\_\_\_ (the "Letter of Credit")

The undersigned, a duly authorized agent of the Town of Poncha Springs, Colorado ("Beneficiary"), hereby certifies to \_\_\_\_\_ (the "Issuer") with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_, ("Letter of Credit") issued by the Issuer in favor of the Beneficiary, that:

- a. Beneficiary hereby notifies you that, pursuant to that certain Subdivision Improvements Agreement for the \_\_\_\_\_ Project dated \_\_\_\_\_, \_\_\_\_\_, ("Site Improvements Agreement") by and between the Beneficiary and \_\_\_\_\_, the Beneficiary has agreed that the amount available under the Letter of Credit shall be reduced by the amount of \$ \_\_\_\_\_, as of the date of this Certificate.
- b. Following the reduction referred to in Paragraph (1) above, together with all prior reductions, the amount available under the Letter of Credit to the Beneficiary is \$ \_\_\_\_\_.

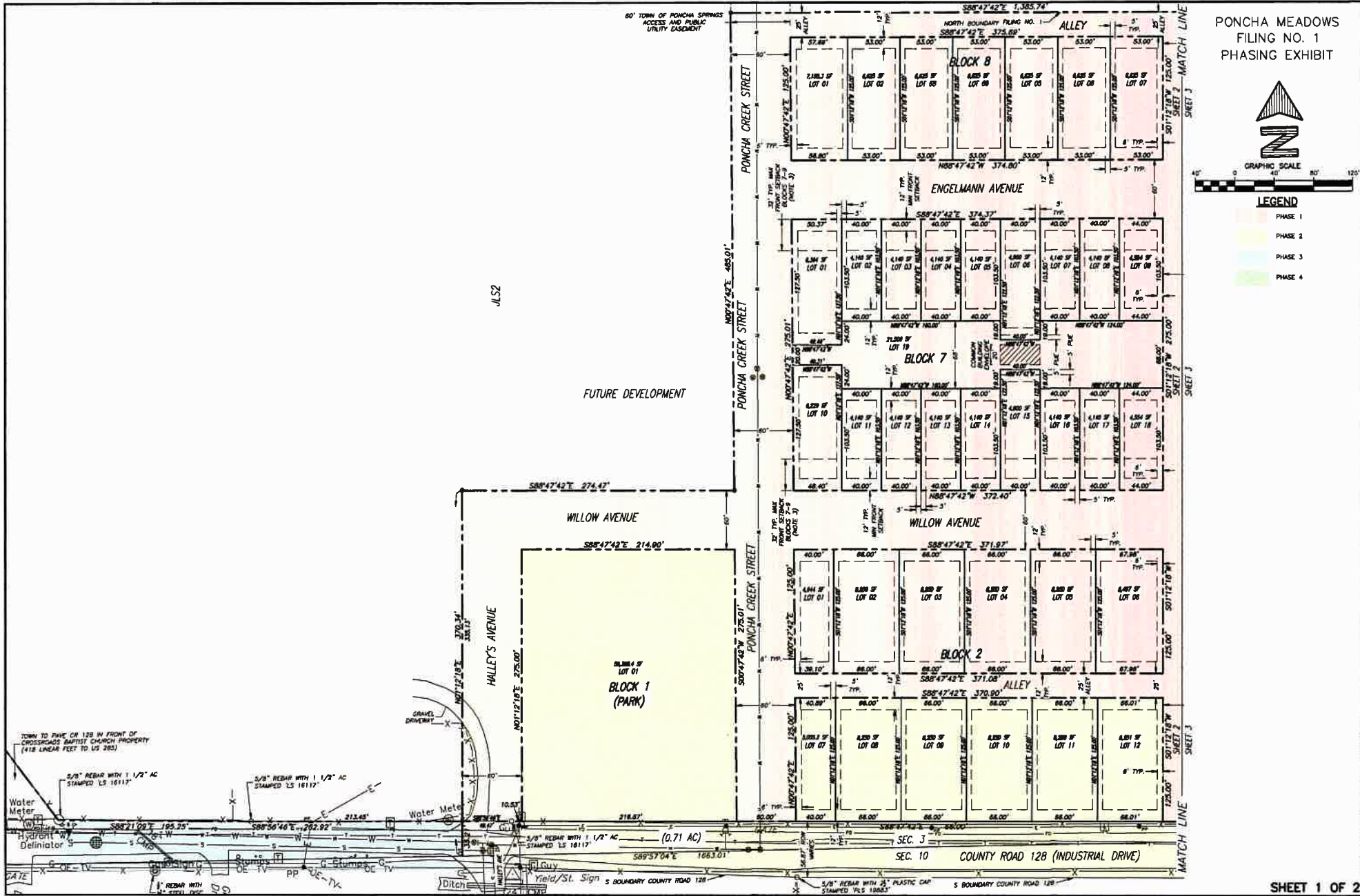
IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate this \_\_\_\_\_ day of \_\_\_\_\_.

**TOWN OF PONCHA SPRINGS**, a Colorado municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit E**

**Poncha Meadows Filing 1 Phasing Map**



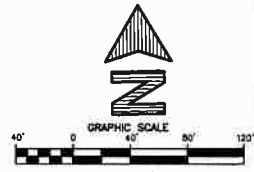
PONCHA MEADOWS  
 FILING NO. 1  
 PHASING EXHIBIT



LEGEND

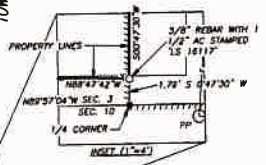
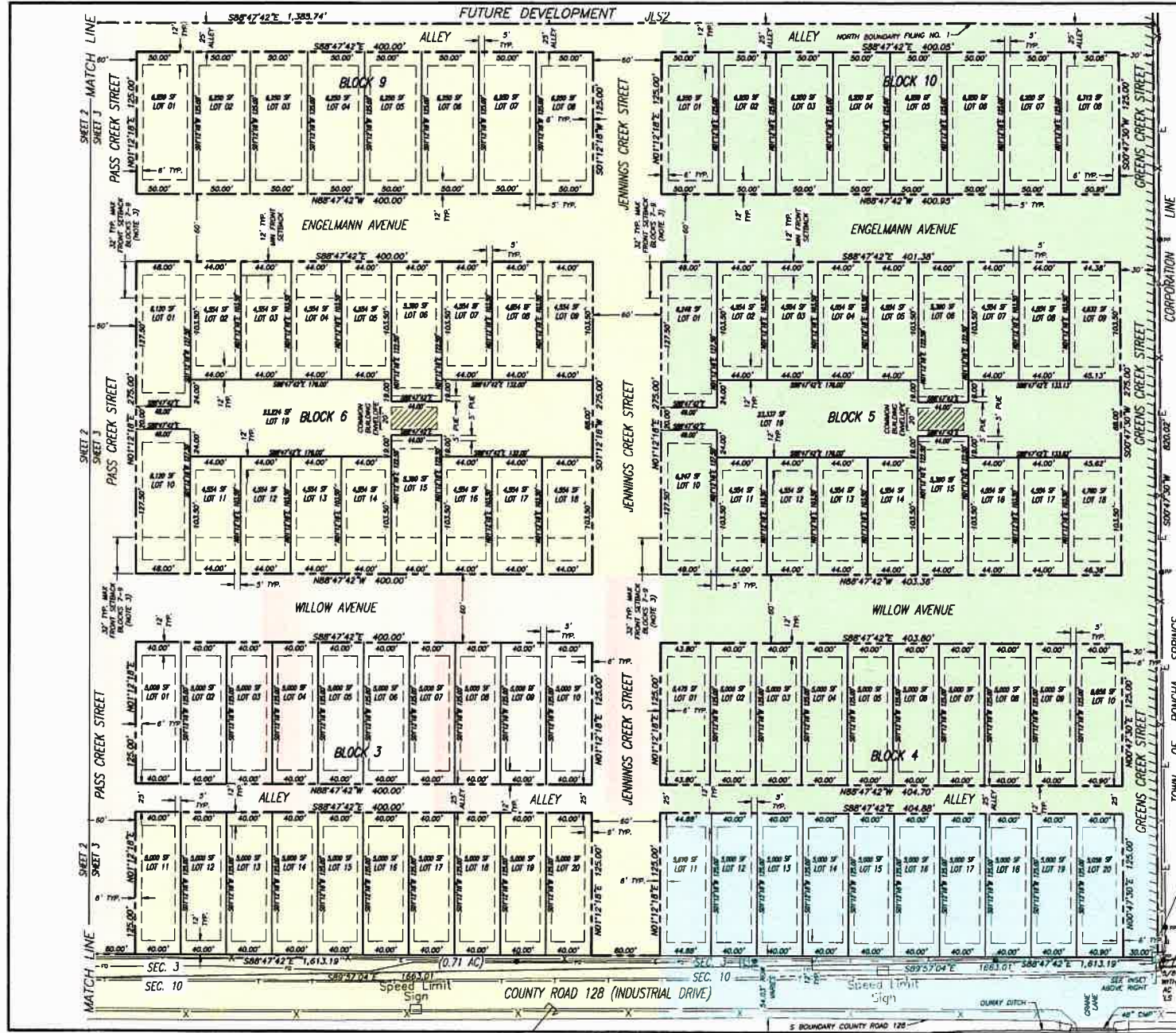
- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4

PONCHA MEADOWS  
 FILING NO. 1  
 PHASING EXHIBIT



LEGEND

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4



DRAFT

Irrevocable Standby Letter of Credit

Number: 1178

Dated: September 18, 2019

Amount: Five Hundred Fifteen Thousand Five Hundred Fifty and 00/100 (\$515,550)

To: City of Salida  
448 E First St. Suite 112  
Salida, CO 81201

To Whom It May Concern:

We hereby establish our Irrevocable Standby Letter of Credit No. 1178 in favor of City of Salida and (the "Beneficiary"), for the account of JLS2, LLC ("Borrower"), whose address is 7693 Hwy 285 Salida, CO 81201 in an amount not to exceed Five Hundred Fifteen Thousand Five Hundred Fifty and 00/100 (\$515,550). The Stated Amount, as more fully described below, is effective immediately and expires on ~~May 1, 2020~~May 31, 2021, unless terminated earlier in accordance with the provisions hereof or unless extended by us.

We understand that Borrower is obligated to reimburse Beneficiary for certain expenses related to Borrower's performance under a Sewer Line Extension and Connection Agreement between Borrower and Beneficiary, including without limitation Borrower's construction and warranty of the Public Improvements described in the Sewer Line Extension and Connection Agreement. This Letter of Credit supports Borrower's obligations under the Sewer Line Extension and Connection, under which Beneficiary is the benefitted owner of such Public Improvements. [Upon acceptance of the Public Improvements described in the Sewer Line Extension and Connection Agreement, a partial reduction of this Letter of Credit 1178 shall be completed as outlined in Salida Municipal Code section 16-2-60.](#)

Beneficiary is hereby irrevocably authorized to draw on us in one or more draws, for the account of Borrower and in accordance with the terms and conditions hereof, an amount not to exceed the Stated Amount for each specific beneficiary. Upon payment of a drawing hereunder, the Stated Amount will be reduced automatically by the amount of such payment.

Funds under this Letter of Credit are only available to the Beneficiary against the Beneficiary's sight draft drawn on us, substantially in the form of attached Exhibit 1, marked on its face "Drawn Under High Country Bank Irrevocable Letter of Credit No. 1178, dated September 18, 2019. The amount payable to "Beneficiary" by the Irrevocable Standby Letter of Credit shall not exceed a total of Five Hundred Fifteen Thousand Five Hundred Fifty and 00/100 (\$515,550)." (each such sight draft, the "Draft").

Presentation of the Draft shall be made on a business day in person at our office located at 7360 W. Highway 50 Salida, CO 81201, or any other place that may be designated by us by written notice

delivered to the Beneficiary. The "presentment date" will be the date on which we receive the Draft at such office or other designated location. If the Draft is presented to the Bank, funds will be made available within five business days of the presentation date. If requested by the Beneficiary, payment may be made by deposit of such funds into a designated bank account that the Beneficiary maintains. All payments under this Letter of Credit will be made with our own funds.

Only the Beneficiary may make draws under this Letter of Credit, which is irrevocable and non-transferable.

This Irrevocable Letter of Credit shall terminate on May 1, 2020 or upon the expiration of the Warranty Period under the Sewer Connection and Extension Agreement, whichever is sooner. An extension to this line of credit shall be granted only with the written approval by both the Beneficiary and the Bank.

Funds are available to the Beneficiary upon your presentation of the following statement, reading precisely as follows:

"We hereby certify that JLS2, LLC is in default under or with respect to those obligations set forth under that Sewer Line Extension and Correction Agreement dated \_\_\_\_\_, as recorded by the Chaffee County Clerk at Reception No. \_\_\_\_\_, by and between City of Salida and JLS2, LLC, and that funds drawn hereunder will be used by us to settle the amounts owed to us. The amount due by JLS2, LLC to City of Salida as of this date \$(amount owed)."

We hereby agree with you that Drafts drawn under and in compliance with the terms of this Irrevocable Letter of Credit will be honored by us upon presentation and delivery of the documents as specified hereby, if presented to this office, as set forth herein, or on or before the Expiration Date.

This Irrevocable Letter of Credit is subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce – Publication No. 600 (the "UCP600") and shall be governed by the laws of the State of Colorado with respect to subject matters not addressed by the UCP600. In the event of an action between the Beneficiary and the Bank regarding this letter of credit, both City of Salida and High Country Bank submit to the jurisdiction and venue of the Chaffee County District Court, State of Colorado. Both Parties agree to accept service of process in any such action, if service is made by registered or certified mail (return receipt requested) or courier service, postage or delivery fee prepaid, to the address of the Bank set forth above.

If any Expiration Date specified herein shall fall upon a day other than a regular business day of the Bank, the expiration date shall ipso facto be extended to the close of business on the next successive business day of the Bank.

Sincerely

---

Joe Smith  
Vice President Commercial Loans  
High Country Bank



Exhibit 1  
(To High Country Bank Letter of Credit No. 1178)

SIGHT DRAFT

Date: \_\_\_\_\_, 20\_\_

FOR VALUE RECEIVED

Pay on Demand to City of Salida

\_\_\_\_\_ United States Dollars (U.S. \$\_\_\_\_\_)

Charge to account of JLS2, LLC

Drawn under JLS2, LLC Letter of Credit No. 1178

To: High Country Bank  
7360 W Hwy 50  
Salida, CO 81201

The undersigned hereby certifies as follows to High Country Bank ("Lender") with reference to Lender's Irrevocable Letter of Credit No. 1178 (the "Letter of Credit") issued by Lender in favor of the undersigned (capitalized terms used but not defined herein taking the meanings assigned to them in the Letter of Credit):

1. We hereby certify that JLS2, LLC is in default under or with respect to those obligations set forth under that Sewer Line Extension and Correction Agreement dated \_\_\_\_\_, as recorded by the Chaffee County Clerk at Reception No. \_\_\_\_\_, by and between City of Salida and JLS2, LLC, and that funds drawn hereunder will be used by us to settle the amounts owed to us. The amount due by JLS2, LLC to City of Salida as of this date \$(amount owed)."

2. The amount of this Draft does not exceed the Stated Amount less any prior draws by the undersigned under the Letter of Credit. The sum drawn does not exceed the Stated Amount remaining available to be drawn under the Letter of Credit.

3. Upon receipt by the undersigned of the amount demanded hereby, the undersigned will apply it directly to such obligations described above. No portion of the amount demanded hereby will be applied by the undersigned for any other purpose.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Draft as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_, City of Salida

## Fees and Charges for Water and Wastewater Services, effective February 2016

Description of Fee, Rate or Charge	Code Section	Special Charges	Residential 3/4" line (1)	Accessory Dwelling Unit (2)	Commercial 3/4" line	1.0" line	1.5" line	2.0" line	3.0" line	4.0" line
<b>Water System Development &amp; Associated Fees</b>										
System Development Fee	13-3-20 (c)		\$ 8,512	\$ 4,256	\$ 8,512	\$ 14,270	\$ 28,316	\$ 52,472	\$ 106,742	\$ 217,534
Surcharge in High Zone	13-3-20 (d)		\$ 1,936	\$ 967	\$ 1,936	\$ 2,904	\$ 4,352	\$ 6,530	\$ 9,797	\$ 14,695
Irrigation only (plus 50% of applicable surcharge above)	13-3-20 (e)		\$ 4,256	-	\$ 4,256	\$ 7,135	\$ 14,158	\$ 26,236	\$ 53,371	\$ 108,767
Water Meter - Disc	13-2-90		\$ 352	-	\$ 352	\$ 469	\$ 770	\$ 1,477	-	-
Water Meter - Turbine	13-2-90		-	-	-	-	\$ 1,629	\$ 1,928	\$ 2,319	\$ 3,387
Water Meter - Compound	13-2-90		-	-	-	-	-	\$ 3,382	\$ 4,081	\$ 5,623
Note: Meter prices are based on supplier prices and, therefore, are subject to change outside of the City's control.										
<b>Wastewater System Development Fees</b>										
System Development Fee for water & sewer customer	13-3-20 (c)		\$ 5,206	\$ 2,603	\$ 7,808	\$ 16,918	\$ 30,190	\$ 42,199	\$ 79,834	\$ 132,732
Fee per 1.0 EQR if no municipal water service	13-3-20 (c)	\$ 5,206	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
					150%	217%	178%	140%	189%	166%
<b>Monthly Water Rates and Charges for Service *</b>										
Service charge **	13-3-30 (b)		\$ 18.11	\$ 9.05	\$ 18.11	\$ 24.08	\$ 36.21	\$ 48.16	\$ 72.24	\$ 96.32
Water maintenance charge			\$ 6.28	\$ 3.14	-	-	-	-	-	-
Volume (usage) charge (based on 1,000 gallons water delivered)										
Tier I (up to 13,333 gallons/month) *			\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66
Tier II (over 13,333 gallons/month)			\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21
** 2,000 gallons usage included in residential service charge										
Demand fee up to 100,000 gallons			-	-	\$ 6.28	\$ 6.28	\$ 6.28	\$ 6.28	\$ 6.28	\$ 6.28
Demand fee 101,000 to 500,000 gallons			-	-	\$ 18.85	\$ 18.85	\$ 18.85	\$ 18.85	\$ 18.85	\$ 18.85
Demand fee 501,000 to 1,000,000 gallons			-	-	-	\$ 47.12	\$ 47.12	\$ 47.12	\$ 47.12	\$ 47.12
Demand fee over 1,000,000 gallons			-	-	-	-	\$ 62.83	\$ 62.83	\$ 62.83	\$ 62.83
<b>Monthly Wastewater Rates and Charges for Service *</b>										
Service charge	13-3-30 (b)		\$ 18.96	\$ 9.48	\$ 19.64	\$ 27.41	\$ 40.91	\$ 61.36	\$ 77.72	\$ 96.13
Residential volume charge (based on winter water usage)			\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25
** 2,000 gallons usage included in residential service charge										
Commercial volume charge (based on actual water usage)			\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32
Sewer only service charge - per equivalent living unit		\$ 32.75								
<b>Other</b>										
Permanent disconnection of water line	13-2-210	\$ 50.00								
Accessory Structure Service Charge Suspension Agreement	13-3-10(a)(1)	\$ 40.00								
System Development Fee Deferral Agreement	13-3-10(a)(1)	\$ 40.00								
Bulk water - untreated (per 1,000 gallons)	13-3-30 (a)	\$ 2.50								
Bulk water - treated (up to 1,000 & per each add'l 1,000 gallons)	13-3-30 (a)	\$ 6.00								
Bulk water - treated (minimum charge)	13-3-30 (a)	\$ 6.00								
Sewer dump at automated facility	13-3-30 (a)	\$ 10.00								
Inactive account (sewer only customers) per month	13-3-30 (g)	\$ 16.38								
Returned check charge	13-3-30 (f)	\$ 21.00								
Final billing and new account charge	13-3-30 (f)	\$ 62.00								
Sewer only final billing and new account charge	13-3-30 (f)	\$ 31.00								
Temporary water disconnection fee - once annually	13-3-50	\$ -								
Temporary water disconnection fee - more than 1x per year	13-3-50	\$ 40.00								
Delinquent Charge - water service	13-3-50 (b)	\$ 3.50								
Delinquent Charge - wastewater service	13-3-50 (b)	\$ 3.50								
Period of time after which service is subject to termination	13-3-50 (c)	45 days								
Water termination (shut-off) fee	13-3-70 (d)	\$ 40.00								
Account reinstatement charge (waived if shut-off fee paid)	13-3-80	\$ 40.00								

**Notes**

- (1) All fixed fees are multiplied by the number of units associated with each account.
- (2) Fees for accessory dwelling unit apply unless use of property is legally restricted.



## Exhibit F – Construction Schedule

Construction will begin from the tie point in Crane Lane, north to the Engelmann/Greens intersection. Then, west down Willow Avenue to end of line. Then, west down Engelmann Avenue to end of line. Then, west down County Road 128 to end of line. Finally, stub line from Engelmann/Greens intersection to the north.



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: October 15, 2019

<b>AGENDA ITEM NO.</b> 4.a.	<b>ORIGINATING DEPARTMENT:</b> Administration	<b>PRESENTED BY:</b> Nina Williams/Kathy Smith
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**ITEM:**

Consideration to approve Mo Burrito's Hotel and Restaurant Liquor License Transfer Application.

**BACKGROUND:**

A Colorado Hotel and Restaurant Liquor License Transfer application for Mo Burrito LLC dba Mo Burrito was filed with the Deputy City Clerk on September 3, 2019, and was sent to the state on September 4, 2019. The Notice of Public Hearing was published on October 4, 2019 in a newspaper of general circulation and the premises posted on October 4, 2019.

Proper fees have been remitted to the City. Individual history records have been submitted by the owners and have been received from the Colorado Bureau of Investigation. All other supporting documentation has been received.

**SUGGESTED MOTIONS:**

Staff recommends approving the applicant's Hotel and Restaurant Liquor License Transfer Application.

# Colorado Liquor Retail License Application

New License   
  New Concurrent   
  Transfer of Ownership   
  State Property Only

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor)

1. Applicant is applying as a/an   
 Individual   
 Limited Liability Company   
 Association or Other  
 Corporation   
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation    **Mo Burrito LLC**    FEIN Number

2a. Trade Name of Establishment (DBA)    **Mo Burrito**    State Sales Tax Number    **35655387**    Business Telephone    **(719) 539-2145**

3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
**311 H St**

City    **Salida**    County    **Chaffee**    State    **Co**    ZIP Code    **81201**

4. Mailing Address (Number and Street)    **311 H St.**    City or Town    **Salida**    State    **Co**    ZIP Code    **81201**

5. Email Address  
**kurt@moburritos.com**

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) <b>Mo Burrito</b>	Present State License Number <b>03-06402</b>	Present Class of License <b>Hotel and Restaurant</b>	Present Expiration Date <b>05/08/20</b>
--	---	---	--

Section A	Nonrefundable Application Fees
<input type="checkbox"/>	Application Fee for New License.....\$550.00
<input type="checkbox"/>	Application Fee for New License w/Concurrent Review.....\$650.00
<input checked="" type="checkbox"/>	Application Fee for Transfer.....\$550.00

Section B (Cont.)	Liquor License Fees
<input type="checkbox"/>	Lodging & Entertainment - L&E (County).....\$500.00
<input checked="" type="checkbox"/>	Manager Registration - H & R.....\$75.00
<input type="checkbox"/>	Manager Registration - Tavern.....\$75.00
<input type="checkbox"/>	Manager Registration - Lodging & Entertainment.....\$75.00
<input type="checkbox"/>	Manager Registration - Campus Liquor Complex.....\$75.00

Section B	Liquor License Fees
<input type="checkbox"/>	Add Optional Premises to H & R.....\$100.00 X _____ Total _____
<input type="checkbox"/>	Add Related Facility to Resort Complex \$75.00 X _____ Total _____
<input type="checkbox"/>	Add Sidewalk Service Area.....\$75.00
<input type="checkbox"/>	Arts License (City).....\$308.75
<input type="checkbox"/>	Arts License (County).....\$308.75
<input type="checkbox"/>	Beer and Wine License (City).....\$351.25
<input type="checkbox"/>	Beer and Wine License (County).....\$436.25
<input type="checkbox"/>	Brew Pub License (City).....\$750.00
<input type="checkbox"/>	Brew Pub License (County).....\$750.00
<input type="checkbox"/>	Campus Liquor Complex (City).....\$500.00
<input type="checkbox"/>	Campus Liquor Complex (County).....\$500.00
<input type="checkbox"/>	Campus Liquor Complex (State).....\$500.00
<input type="checkbox"/>	Club License (City).....\$308.75
<input type="checkbox"/>	Club License (County).....\$308.75
<input type="checkbox"/>	Distillery Pub License (City).....\$750.00
<input type="checkbox"/>	Distillery Pub License (County).....\$750.00
<input checked="" type="checkbox"/>	Hotel and Restaurant License (City).....\$500.00
<input type="checkbox"/>	Hotel and Restaurant License (County).....\$500.00
<input type="checkbox"/>	Hotel and Restaurant License w/one opt premises (City).....\$600.00
<input type="checkbox"/>	Hotel and Restaurant License w/one opt premises (County).....\$600.00
<input type="checkbox"/>	Liquor-Licensed Drugstore (City).....\$227.50
<input type="checkbox"/>	Liquor-Licensed Drugstore (County).....\$312.50
<input type="checkbox"/>	Lodging & Entertainment - L&E (City).....\$500.00

<input type="checkbox"/>	Master File Location Fee.....\$25.00 X _____ Total _____
<input type="checkbox"/>	Master File Background.....\$250.00 X _____ Total _____
<input type="checkbox"/>	Optional Premises License (City).....\$500.00
<input type="checkbox"/>	Optional Premises License (County).....\$500.00
<input type="checkbox"/>	Racetrack License (City).....\$500.00
<input type="checkbox"/>	Racetrack License (County).....\$500.00
<input type="checkbox"/>	Resort Complex License (City).....\$500.00
<input type="checkbox"/>	Resort Complex License (County).....\$500.00
<input type="checkbox"/>	Related Facility - Campus Liquor Complex (City).....\$160.00
<input type="checkbox"/>	Related Facility - Campus Liquor Complex (County).....\$160.00
<input type="checkbox"/>	Related Facility - Campus Liquor Complex (State).....\$160.00
<input type="checkbox"/>	Retail Gaming Tavern License (City).....\$500.00
<input type="checkbox"/>	Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/>	Retail Liquor Store License-Additional (City).....\$227.50
<input type="checkbox"/>	Retail Liquor Store License-Additional (County).....\$312.50
<input type="checkbox"/>	Retail Liquor Store (City).....\$227.50
<input type="checkbox"/>	Retail Liquor Store (County).....\$312.50
<input type="checkbox"/>	Tavern License (City).....\$500.00
<input type="checkbox"/>	Tavern License (County).....\$500.00
<input type="checkbox"/>	Vintners Restaurant License (City).....\$750.00
<input type="checkbox"/>	Vintners Restaurant License (County).....\$750.00

**Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information**

**Do not write in this space - For Department of Revenue use only**

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
------------------------	----------------	--	-------------

## Application Documents Checklist and Worksheet

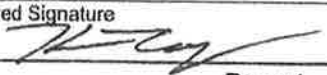
**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
<b>I.</b>	<b>Applicant information</b> <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed
<b>II.</b>	<b>Diagram of the premises</b> <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III.</b>	<b>Proof of property possession (One Year Needed)</b> <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
<b>IV.</b>	<b>Background information (DR 8404-I) and financial documents</b> <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. <b>Do not complete fingerprint cards prior to submitting your application.</b> The Vendors are as follows: <b>IdentoGO</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free) <b>IdentoGO FAQs:</b> <a href="https://www.colorado.gov/pacific/cbi/identification-faqs">https://www.colorado.gov/pacific/cbi/identification-faqs</a> <b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a> Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a> Phone: 720-292-2722 Toll Free: 833-224-2227 <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V.</b>	<b>Sole proprietor/husband and wife partnership (if applicable)</b> <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI.</b>	<b>Corporate applicant information (if applicable)</b> <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
<b>VII.</b>	<b>Partnership applicant information (if applicable)</b> <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII.</b>	<b>Limited Liability Company applicant information (if applicable)</b> <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
<b>IX.</b>	<b>Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b> <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input checked="" type="checkbox"/> C. If owner is managing, no fee required

Name	Type of License	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered <b>yes</b> to 8a, b or c, <b>explain</b> in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13 b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input type="checkbox"/> <input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:				
Landlord <b>Robert Gartzman</b>	Tenant <b>Kurt Cooper</b>	Expires <b>01/01/20</b>		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name <b>Miller</b>	First Name <b>Allison</b>	Date of Birth	FEIN or SSN	Interest/Percentage <b>50</b>
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <b>If "yes" a copy of license must be attached.</b>				<input type="checkbox"/> <input type="checkbox"/>

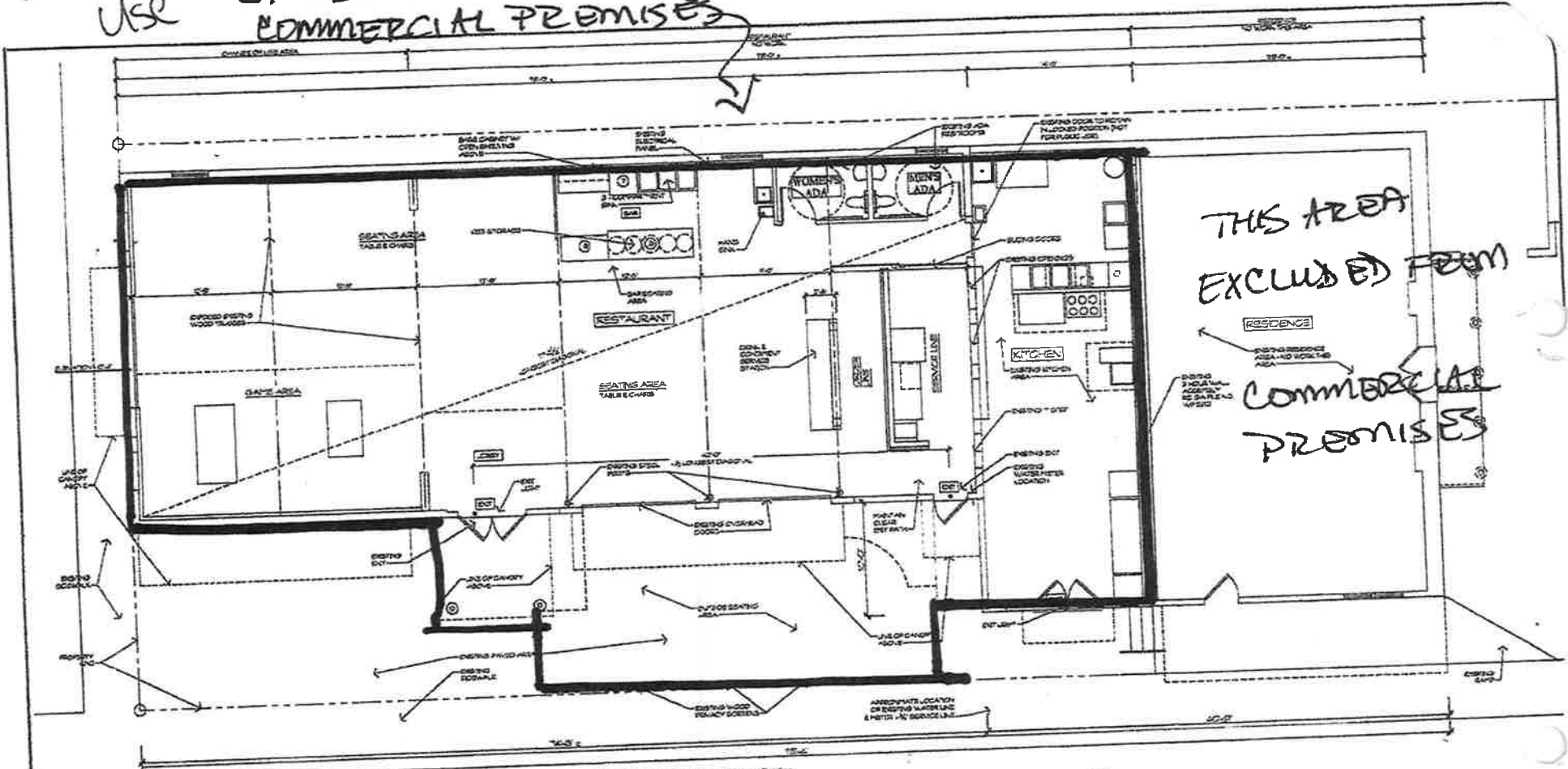
Name	Type of License	Account Number		
<b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
c. How long has the club been incorporated?		<input type="text"/>		
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> <input type="checkbox"/>		
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/> <input type="checkbox"/>		
<b>22. Campus Liquor Complex applicants answer the following:</b>				
a. Is the applicant an institution of higher education?		Yes No <input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services?		<input type="checkbox"/> <input type="checkbox"/>		
<b>If "yes" please provide a copy of the contract with the institution of higher education to provide food services.</b>				
<b>23. For all on-premises applicants.</b>				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager		First Name of Manager		
Cooper		Kurt		
<b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>		<input type="checkbox"/> <input checked="" type="checkbox"/>		
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>				
a. Is the related facility located within the boundaries of the Campus Liquor Complex?		Yes No <input type="checkbox"/> <input type="checkbox"/>		
If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
<b>b. Designated Manager for Related Facility- Campus Liquor Complex</b>				
Last Name of Manager		First Name of Manager		
<b>26. Tax Information.</b>				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
<b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>				
Name	Home Address, City & State	DOB	Position	%Owned
Allison Miller			Owner	50
Name	Home Address, City & State	DOB	Position	%Owned
Kurt Cooper			Owner	50
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				



Name	Type of License	Account Number
<b>Oath Of Applicant</b>		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature 	Printed Name and Title Kurt Cooper, Owner	Date 9/30/19
<b>Report and Approval of Local Licensing Authority (City/County)</b>		
Date application filed with local authority 9.3.2019	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) 10.15.2019	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:		
<input checked="" type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants		
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license		
(Check One)		
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	Yes	No
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	<input type="checkbox"/>	<input type="checkbox"/>
<b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	<input type="checkbox"/>	<input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>		
Local Licensing Authority for City of Salida	Telephone Number 719.539.4555	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

New Use

# EXHIBIT A TO LEASE (MO BURRITO HAYSEED LLC - JULY 2017) COMMERCIAL PREMISES



Code Analysis International Building Code 2006  
International Existing Building Code 2006  
The Firehose, Inc. Building - 1st Floor

- I. Occupancy Classification Chapter 2  
Assembly A-2 restaurant
- II. Construction Type Chapter 6  
Type V-B
- III. Building Area  
4921 sq. ft. (2017)
- IV. Occupancy Loads Chapter 10 Table 1004.1.1  
Assembly A-2  

Bar Seating: 12' x 2	= 6 occupants
Bar Back	= 1 occupant
Counter: 48' x 200 gross	= 4 occupants
Order Line: 48' x 5 net	= 10 occupants
Entry/Walking: 338' x 15 net	= 24 occupants
Lobby Seating: 1,568' x 15 net	= 71 occupants
Guest Area: 310' x 50 gross	= 6 occupants
<b>TOTALS</b>	<b>= 98 occupants</b>

 Exterior Patio Seating: 316' x 13 net  
 Chapter 10 Change of Occupancy: Main Level  
 Permitted Use: Restaurant N  
 Proposed Use: Assembly A-2 restaurant  
 510 Planning - 2008 IBC Table 403.1  
 A-2: 100 sq. ft. per occupant

133 occupants (total occupancy) = 67 occupants/sex  
 60,725 = 1 water closet per sex  
 Lavatory = 1,000 per sex  
 67,000 = 1 lavatory per sex

- Section 912 Change of Occupancy Classification
- 912.1 Fire Protection Systems (704.2.3)
    - Fire Sprinkler System: Assembly A-2 - Not required per 903.2.1.2 2009 IBC.
    - < 5,000 sq. ft., < 100 occupants, no level of change.
    - For Alarm: Assembly A-2 - not required per 903.2.1.2, 2009 IBC.
    - < 300 occupants.
  - 912.1 Interior Finish
    - Per 2009 IBC
  - 912.4 Egress (703)
    - Change to Equal or Lower Hazard Category
    - 105 to 102: Existing Egress: 2 exits, 1 dependent distance apart with Exit Signs
  - 912.5 Height and Area: 2009 IBC Table 503
    - Change to Higher Hazard Category
    - Assembly A-2 (Type VII): < 40' h., 1 story < 6000 sq. ft.
  - 912.6 Exterior Wall Fire-Resistance Rating
    - Change to Equal or Lower Hazard Category
    - Existing walls, including openings shall be accepted.
  - 912.8 Accessibility - Assembly A-2
    - Existing Accessible Building Entrance

2. Accessible Route from Entrance to Primary Function
  3. Existing Signage: N/A
  4. NA
  5. NA
  6. Existing Accessible route passing to entrance.
- VI. Review Code Appendix - 2004 IBC  
 501.4.4 Change of occupancy: no increase in demand for fuel or electrical energy. All existing services exposed during construction shall be fitted with insulation.

**1 FLOOR PLAN**  
 1/4" = 1'-0"  
 RE: LEGAL DESCRIPTION

DATE: 5/10/2017  
 DRAWN BY: P.G.  
 CHECKED BY: S.W.

**SARAH F. WHITTINGTON**  
 ARCHITECTURAL SERVICES

**Mo Burrito**  
 Expansion - Change of Use  
 245 West Third Street - Salida, CO 81201

FLOOR PLAN CODE REVIEW

**A1**  
 1 OF 1  
 JOB # 17037.51

## Commercial Lease Agreement

This Commercial Lease Agreement (the "**Lease**") is entered into and made effective as of September 1, 2019 (the "Effective Date"), by and between Biker Baker Holdings, LLC on the one hand (the "**Landlord**") whose address is \_\_\_\_\_, and Mo Burrito, LLC, Kurt Cooper and Allison Miller, Managing Members of Mo Burrito, LLC, on the other hand (the "**Tenant**") whose address is 311 H Street, Salida, CO 81201, singularly a "**Party**" and collectively the "**Parties**."

### Recitals

*Whereas*, Landlord is the owner of that certain commercial real property commonly known and numbered as 311 H Street, Salida, Colorado 81201 (the "**Property**").

*Whereas*, Landlord desires to make a portion of the Property, available for Lease for commercial/restaurant purposes, **see attached Exhibit A depicting the Property**.

*Whereas*, Landlord desires to lease a definitive portion of the Property, hereafter "Commercial Premises " or "CP" (and identified on Exhibit A as such) to Tenant, and Tenant desires to lease the Property from Landlord for the term, at the rental rate, and upon the covenants, conditions and provisions herein set forth.

*Now therefore*, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### Lease Terms and Conditions

#### **1. Term of Lease and Contingency**

**1.1. Initial Term.** Landlord hereby leases CP to Tenant, and Tenant hereby leases the same from Landlord, for an initial term of ten (10) years, the ("**Initial Term**") beginning September 1, 2019, and ending August 31, 2029.

**1.2. Renewal Terms.** At the conclusion of this initial term of this Lease, the Parties may discuss entering into a new lease or a renewal of the current lease.

#### **2. Rental and Security Deposit**

**2.1. Rental Rate.** Tenant shall pay to Landlord, a rental rate pursuant to the rental rate schedule attached hereto as Exhibit B. Each installment payment shall be due in advance on the 1st day of each calendar month during the Lease term to Landlord at:

Payable to: Biker Baker Holdings LLC

or at such other place, from Landlord to Tenant. The rental payment amount for any partial calendar months, if any, included in the Lease term shall be prorated on a daily basis.

### **3. Sublease and Assignment**

This Lease is predicated on the understanding that Mo Burrito will remain the Tenant. Tenant shall not assign this Lease, without the express, written consent of Landlord. Any purported assignment in violation of this provision shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under this Agreement. A change in control of Tenant, means the sale of all or substantially all of the assets of Tenant, a change in all or substantially all of the day to day management of Tenant, any merger, consolidation, acquisition of Tenant by or into another corporation, entity or person, dissolution or change in the ownership of 50% or more of Tenant.

### **4. Repairs and Maintenance**

**4.1 Landlord's Repair and Maintenance Obligations.** Landlord's obligations for repairs and maintenance to the Property shall include:

- a. The roof, outside walls, and other structural parts of the building, as well as the "parkway," i.e., the area between the sidewalk and the curb;
- b. The sewer, water pipes, and other matters related to plumbing outside of the building; however, any removal of blockages caused by Tenant shall be at the expense of Tenant;
- c. Replacement of the hot water tank in the kitchen should it be rendered irreparable and unusable for reasons not caused by Tenant;
- d. The electrical wiring of the building, but not any wiring related to Tenant's business or issues caused by Tenant's electrical use within or on the Property; and
- e. Periodic maintenance of the heating HVAC system as well as the hot water heater located over the bathrooms as well as replacement of the same should either be rendered irreparable and unusable for reasons not caused by Tenant.

**4.2 Exterior Maintenance.** Tenant shall be responsible for snow and ice removal on the sidewalk on the side of the Property, adjacent to Tenant's leasehold.

**4.3 Tenant's Repair and Maintenance Obligations.** Tenant's obligations for repairs and maintenance to CP shall include all other items of maintenance not specifically delegated to Landlord under this Lease. This shall include, but is not limited to:

- a. Lighting and light fixtures, windows, doors, and locks;
- b. Regular and customary cleaning and maintenance of the building systems within CP: the hot water heater in the kitchen, the heating system in the kitchen, the existing hood and ansul system and the grease trap;
- c. All other equipment and/or fixtures Tenant may install or place in CP (such as additional hood and ansul);
- d. The exterior portion of CP such as the patio and the louvered privacy dividers at the edge of the patio;
- e. Cleaning and trash removal;
- f. Plumbing, toilets, washbasins, faucets, sewer problems, and unclogging of drains;
- g. Repairing any problems caused by Tenant's use of, or failure to properly maintain anything covered by this subparagraph.

## **5. Alterations and Improvements**

Tenant, at Tenant's expense, shall have the right, **following Landlord's prior written consent**, to remodel, redecorate, and make additions, improvements and replacements to all or any part of the CP from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner, utilizing good quality materials, and in full compliance with all ordinances, rules, regulations and laws of all public authorities. Any plumbing or electrical work must be completed by Colorado licensed contractors, who have received the appropriate permit for such work. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations within CP and fasten the same to the premises. Except as may be agreed in writing by the parties, and with the exception of any unit vital to the use and/or compliance of the building systems, all personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Property by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlords. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair and repaint all damage to the Property caused by such installation, use or removal at Tenant's expense. Not later than the last day of the Term, Tenant shall, at Tenant's expense, remove all of Tenant's personal and trade property and furniture and those improvements made by Tenant which have not become the property of Landlord, including trade fixtures, movable paneling, partitions, and the like and repair and repaint all damage to the Property caused by such installation, use or removal, at Tenant's expense.

Tenant shall surrender CP in as good condition as it was at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other causes (not due in whole or in part to the misuse or neglect by Tenant or Tenant's agents, employees, visitors, or licensees) excepted. All property of Tenant remaining on the Property after the last day of the Term of this Lease shall be conclusively deemed abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal as well as the cost to repair all damage to CP or the Property caused by the installation, use or removal of such property.

## **6. Property Taxes**

Landlord shall pay all general real estate taxes and installments of special assessments coming due during the Lease term on the Property, and all personal property taxes with respect to Landlord's personal property, if any, on CP. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property and business at the Property.

## **7. Insurance**

**7.1 Landlord's Duty to Insure for Damage.** Landlord shall maintain fire and extended coverage insurance on the Property in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located on the Property.

**7.2 Tenant's Duty to Insure for Liability.** Tenant shall maintain a policy or policies of comprehensive general liability insurance with respect to all of its activities in the Property with the premiums thereon fully paid on or before due date. Such insurance shall afford minimum protection of not less than \$2,000,000.00 combined single limit coverage of bodily injury, property damage or combination thereof. Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph at Lease signing and upon Landlord's request. Landlord shall be named as "Additionally Insured" on the Tenant's policy.

## **8. Utilities**

**8.1 Natural Gas.** Tenant shall cause the billing for natural gas meter number 659187, or any meter replacing it, to be placed in Tenant's name. Gas registered by this meter serves the entire commercial portion of the Property, i.e., CP.

**8.2 Electric.** Tenant shall cause the electric account currently referred to by Xcel Energy as "Premises Number 304216841 and Premises Number 300061120" to be placed in Tenant's name. This account serves the commercial kitchen and remaining commercial portion of the building shall solely become Tenant's responsibility.

**8.3 Water and Sewer.** The water and sewer bill for the Property shall be responsible of the landlord for the building.

**8.4 Refuse.** Tenant shall be responsible for the timely removal of all recycling and waste. Refuse and recycling containers shall remain covered and located in the alley and shall be picked up at least once a week. Tenant shall ensure the refuse and recycling does not attract vectors and vermin.

**8.5 Internet.** Tenant has the right to have internet access installed, whether for the benefit solely of Tenant, or for the benefit of the public, however, any and all costs associated with such internet access shall be the responsibility of Tenant.

## **9. Signs/Signage Space**

Following Landlord's consent, Tenant shall have the right to place on the Property, at locations selected by Tenant and approved by Landlord in writing, any signs which are permitted by applicable zoning ordinances, permits, and other restrictions, and Tenant shall bear all costs relating thereto. Tenant shall maintain such signage so as to be attractive and safe. Tenant shall repair any damage to the Property resulting from the installation, use or removal of signs installed by Tenant.

## **10. Entry**

Landlord shall have the right to enter upon CP at reasonable hours to inspect or exhibit CP or to make such repairs and alterations as shall be deemed necessary for the safety and preservation of the Property, to post such notices as Landlord may deem necessary to protect Landlord against loss from liens of laborers, contractors or others, and for the purpose of permitting or facilitating

Landlord's performance of its obligations hereunder, or for any other reasonable purpose, provided that Landlord shall not thereby unreasonably interfere with Tenant's business on the Property. In non-emergency situations, Landlords shall provide Tenant with 24 hours notice before exercising any right to enter. However, should an emergency arise that threatens to damage the Property or cause harm to Tenant, Tenant's business or to any other person Landlord shall have the right to enter the CP immediately.

### **11. Liquor License**

Tenant shall have the right to apply for and receive a license to sell liquor within CP. Tenant shall not permit the consumption or presence of any such liquor on any other part of the Property. Landlord shall cooperate in any application or appearance before any governing body in assisting Tenant in attaining such a license, however, the control, sale and adherence and enforcement of laws, rules and regulations in association with said license are strictly the responsibility of Tenant.

### **12. Parking**

Tenant shall have the right to use the parking spaces in front of the Property for Tenant's use and use by Tenant's customers and/or guests when available. The Parties acknowledge that there is no private parking for the Property, and that parking is public, street parking.

### **13. Damage and Destruction**

**13.1 Damage.** If the Property or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes under this Lease, Tenant shall have the right within thirty (30) days following damage to elect by notice to Landlord to terminate this Lease as of the date of the notice. If the Property is so damaged by fire, casualty or structural defects that the same cannot reasonably be used for public commerce, Landlord shall have the right within thirty (30) days following damage to elect by notice to Tenant to terminate this Lease as of the date of the notice. In the event that the damage referenced in this sub-paragraph is caused by Tenant then Tenant shall pay the cost of the repair.

**13.2** In the event that the Property is damaged by fire, casualty or structural defects to such extent that it significantly interferes with Tenants day-to-day operations but is not rendered unsuitable for Tenant's purposes or unfit for public commerce then Landlord shall promptly repair. If the damage referenced in this sub-paragraph is caused by Tenant, then Tenant shall pay the cost of the repair. If such is not caused, in whole or in part, by Tenant then, if there is a portion of CP that is inoperable or unfit for occupancy, Tenant shall be relieved from paying that percentage of the rent which is proportionate to the appurtenance or area that is inoperable or unfit for usage during this period of repair. Rentals and other charges paid in advance for any such periods if any, shall be credited on the next ensuing payment.

#### **14. Default**

If Default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, then Tenant shall pay a late charge in the amount \$200.00. If the rent payment owed plus the \$200.00 late charge is not paid within the first 20 days of a given month, then Tenant shall pay an additional late charge of \$200.00.

Additionally, if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, which default either creates a condition reasonably likely to cause imminent harm to persons or significant damage to the Property or such Default shall continue for ten (10) days after notice thereof in writing to Tenant by Landlord without correction thereof, Landlord may declare the term of this Lease ended and terminated by giving Tenant written Notice of such intention, and if possession of CP is not surrendered, Landlord may re-enter CP. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

Each of the following shall be deemed a Default:

- a. Default in the payment of Rent or other payments hereunder which shall continue uncured for 10 days after such Rent or other payment is due hereunder.
- b. Default in the performance or observance of any covenant or condition of this Lease by Tenant to be performed or observed which shall continue for ten (10) days after notice thereof in writing to Tenant by Landlord without correction thereof.
- c. Abandonment of the premises by Tenant.
- d. The filing or execution or occurrence of:
  - i. Filing a petition in bankruptcy by or against Tenant.
  - ii. Filing a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
  - iii. Adjudication of Tenant as a bankrupt or insolvent: or insolvency in the bankruptcy equity sense.
  - iv. An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.
  - v. A petition or other proceeding by or against Tenant for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Tenant with respect to all or substantially all its property.
  - vi. A petition or other proceeding by or against Tenant for its dissolution or liquidation, or the taking of possession of the property of the Tenant by any governmental authority in connection with dissolution or liquidation.
  - vii. Other operation of law.

#### **15. Repossession**

Upon termination of this Lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, the Landlord may enter forthwith, without further demand or notice to



Tenant, and resume possession of the CP. In no event shall such re-entry or resumption of possession or re-letting, as hereafter provided, be deemed to be acceptance or surrender of this Lease or a waiver of the rights or remedies of Landlord hereunder.

#### **16. Landlord not liable for injury or damage to persons or property**

Tenant shall keep and indemnify and hold Landlord and its agents, and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained in or about the Property, as a proximate result of the acts or omissions of Tenant, its agents, or employees, or arising out of the operations of Tenant upon and about the Property, excepting such liability as may result from the sole negligence of Landlord, its servants, agents or employees. The indemnity provision set forth herein shall survive the expiration or early termination of this Lease.

Notwithstanding the above provision, Tenant shall not be liable for any environmental claim, action, loss, damage, injury, liability, penalty, fine or attorney's fee directly attributable to: (i) a pre-existing condition on, under or about the Property not previously occupied by the Tenant; (ii) the acts of a third party that is not in any way connected with Tenant's use and occupancy of the Property, unless in either case, the condition is negligently or intentionally exasperated by the Tenant; or (iii) the Landlord's negligence or willful misconduct.

#### **17. Holdover**

If Tenant shall holdover after the expiration of the Term hereof, with the express, written consent of Landlord, such tenancy shall be from month to month only, and not a renewal hereof; and Tenant agrees to pay Rent, at the Rental Rate as specified at that time, and all other charges as provided herein, and also to comply with all covenants of this Lease for the time Tenant holds over. Tenant shall be entitled to possession until Landlord has given Tenant 30 days notice that such month to month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default.

#### **18. Quiet Possession**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of CP during the term of this Lease.

#### **19. Condemnation**

If any legally, constituted authority condemns some or all of the Property which condemnation renders CP unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for any amounts owed as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither Party shall have any rights in or to any award made to the other by the condemning authority.

## **20. Subordination**

Tenant accepts this Lease may be subject to and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Property, or upon any portion of the Property and to any renewals, refinancing and extensions thereof.

## **21. Notice**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if either sent by United States certified mail, return receipt requested, or sent via electronic means with acknowledgement of receipt by the receiving Party, addressed as follows:

If to Landlord to:

Biker Baker Holdings, LLC

Email Address: rob@sweetiesinsalida.com

If to Tenant to:

Mo Burrito, LLC

311 H Street

Salida, Colorado 81201

Email Address: kurt@moburritos.com

---

Landlord and Tenant shall each have the right from time to time to change the place Notice is to be given under this paragraph by written Notice thereof to the other Party.

## **22. Waiver**

No waiver of any Default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

## **23. Headings**

The headings used in this Lease are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

#### **24. Successors and Assigns**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

#### **25. Consent**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required under this Lease.

#### **26. Performance**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after Notice in writing from Tenant to Landlord specifying the default without correction thereof having been thereafter diligently prosecuted and such default having a significant effect on Tenant's day-to-day operations, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

#### **27. Compliance with Law**

Tenant shall comply with all state and local laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Property Tenant may not cause or contribute to a nuisance or hazard anywhere on the Property. Landlord shall comply with all state and local laws, orders, ordinances and other public requirements now or hereafter affecting the Property.

#### **28. Entire Agreement**

This Lease is the entire agreement between the parties relating to the subject hereto and terminates and supersedes any and all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both Parties.

#### **29. Governing Law, Venue, Mediation and Jury Trial Waiver**

**29.1 Mediation.** If a dispute arises relating to this Lease, and is not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the Parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The Parties to the dispute must agree, in writing, before any settlement is binding. The Parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is not resolved within thirty days

of the date written notice requesting mediation is delivered by one Party to the other at the Party's address, unless the Parties agree otherwise.

**29.2 Venue.** This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado, with venue for any dispute hereunder residing solely in the District Court for Chaffee County, Colorado.

EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY SUIT, CLAIM, CAUSE OF ACTION OR OTHER ACTION TO ENFORCE ANY TERM OR CONDITION OF THIS LEASE OR OTHERWISE ARISING OUT OF OR RELATED TO THIS LEASE.

### **30. Counterparts**

This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

### **31. Facsimile/E-mail Signatures**

The Parties agree that, with respect to this Lease and all documents referenced herein, the delivery of signatures by facsimile or e-mail shall be deemed the same as delivery of original signatures.

### **32. Warranty of Authorities**

The Parties to this Lease, and each of them, expressly warrant and represent to the other parties that it has the full right, title and authority to enter into this Lease as provided herein and that no approvals or consents of any other persons, entities or agencies are necessary to effectuate the same.

### **33. Attorneys' Fees**

In the event any litigation or other proceeding is brought for the interpretation or enforcement of this Lease or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Lease, each party shall bear its own attorney's fees.

### **34. Other Provisions**

**34.1 ADA Compliance.** Tenant shall not cause or permit any violation of the Americans with Disability Act (the "ADA") to occur on, or about the Property by Tenant, its agents, employees, contractors or invitees. Any Party that, within the term of this lease, causes a violation of the ADA shall indemnify, defend and hold harmless the other Party from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses that arise during or after the Term as a result of such violation.

---

**34.2. Hazardous Materials Prohibited.** Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches any of the foregoing clause, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

**35. Attornment.** In the event Landlord sells or otherwise conveys the Property, Tenant expressly agrees to attorn to the successor in interest as to all covenants and conditions of the Lease.

**36. First Right of Refusal.** If during the Term of this Lease, Landlord receives a bona-fide, written offer from any third party to purchase the Property, Tenant shall have the right to purchase the Property at the same terms and conditions as so offered by the third party, including length of time between execution of an agreement of sale until date of closing. Upon receipt of any such offer Landlord shall provide a copy of the offer to Tenant within 10 business days of receipt of the offer. If Tenant so desires to exercise this first right refusal, Tenant shall notify Landlord, in writing, no later than 20 business days upon receipt of the offer from Landlord.

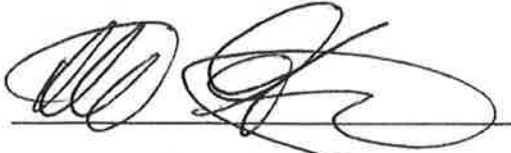
**37. Parties Have Read Lease.**

**THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES. THE PARTIES STATE THEY HAVE READ AND THOROUGHLY UNDERSTAND THE PROVISIONS OF THIS LEASE, THEY HAVE HAD THE OPPORTUNITY TO DISCUSS IT WITH COUNSEL, AND THEY ARE EXECUTING IT OF THEIR OWN FREE WILL.**

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

**LANDLORD:**

**Biker Baker Holdings, LLC**

A handwritten signature in black ink, appearing to read 'Robert Gartzman', written over a horizontal line.

**Robert Gartzman, Managing Member**

A handwritten signature in black ink, appearing to read 'Sarah Gartzman', written over a horizontal line.

**Sarah Gartzman, Managing Member**

**TENANT:**

**Mo Burrito, LLC**

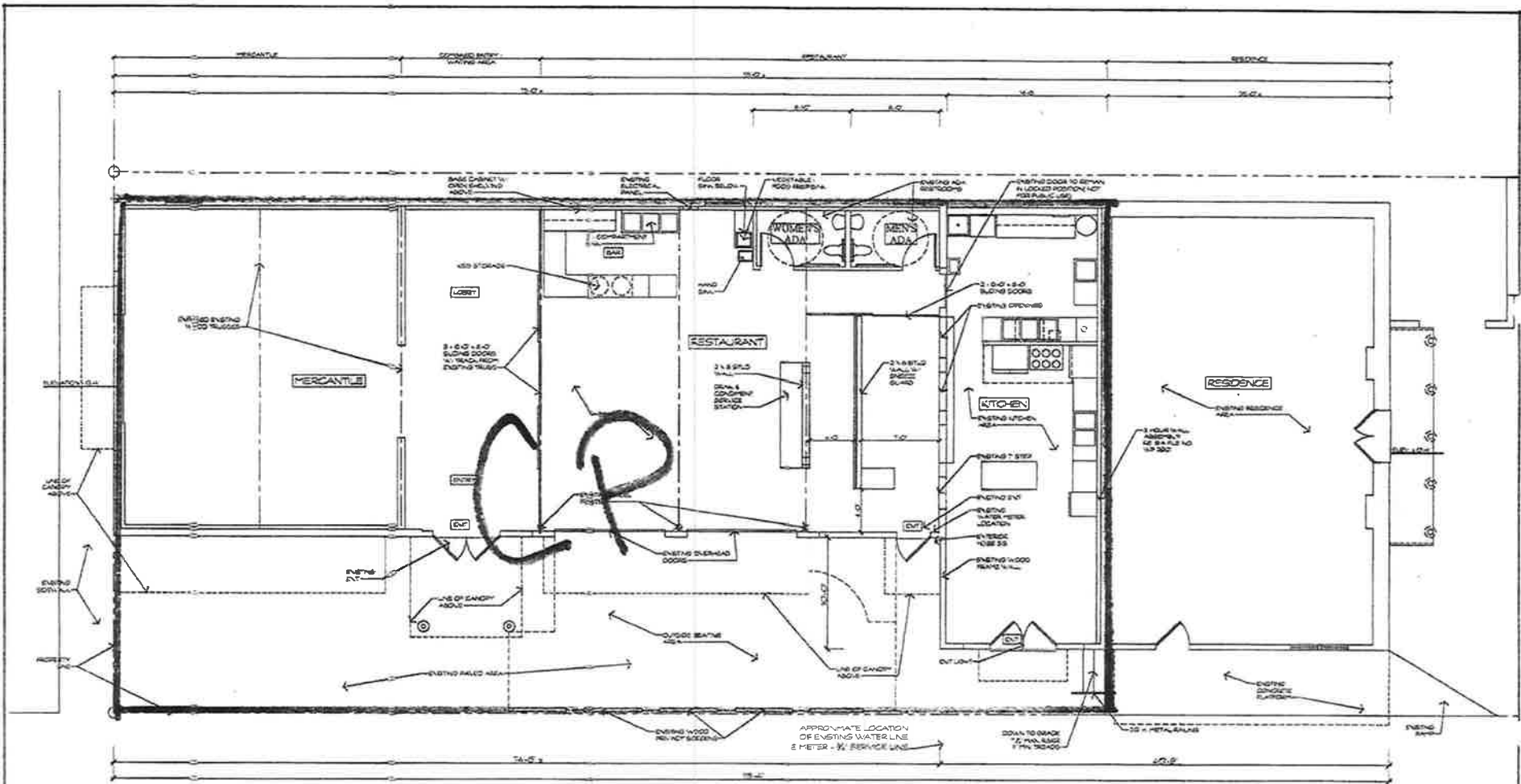
A handwritten signature in black ink, appearing to read 'Kurt Cooper', written over a horizontal line.

**Kurt Cooper, Managing Member and as individual**

A handwritten signature in black ink, appearing to read 'Allison Miller', written over a horizontal line.

**Allison Miller, Managing Member and as individual**

Exhibit A



DATE: 2/24/2016  
 DRAWN BY: P.C.  
 CHECKED BY: S.W.



PRELIMINARY

**Mo Burrito**  
 245 West Third Street - Salida, CO 81201

FLOOR PLAN

**A1**  
 X OF X  
 JOB # 12044.51

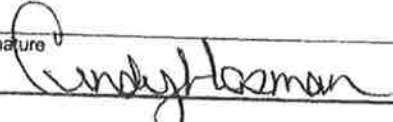


## Exhibit B

<b>Term</b>	<b>Rental Rate per month</b>	<b>Due Date</b>
9/1/2019-8/31/2021	\$	1st of each month
9/1/2021-8/31/2024	\$	1st of each month
9/1/2024-8/31/2027	\$	1st of each month
9/1/2027-8/31/2029	\$	1st of each month

## Wholesaler Affidavit of Compliance

### Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) <b>Mountain Beverage Co LLC</b>		License Number <b>042617310001</b>	
Trade Name of Establishment/Doing Business As (DBA)		Phone Number <b>970-777-4000</b>	
Physical Address	City <b>Gypsum</b>	State <b>Co</b>	ZIP <b>81637</b>
Email Address <b>cindy.hosman@mountainbeverage.com</b>			
Transferor Retailer Licensee Name <b>Mo Burrito LLC</b>		License Number <b>04706402</b>	
Trade Name of Establishment/Doing Business As (DBA) <b>Mo Burrito</b>		Phone Number <b>719-539-2145</b>	
Physical Address <b>311 H Street</b>	City <b>Salida</b>	State <b>CO</b>	ZIP <b>81201</b>
The above wholesaler affirms that all alcohol beverages delivered to the above transferor-retailer are: <input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) <b>Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</b> <input type="checkbox"/> Not Paid in Full			
Wholesaler: <b>Mountain Beverage Co LLC</b>			
Signature 	Print <b>Cindy Hosman</b>	Title <b>Controller</b>	Date <b>08/28/19</b>



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- [FAQs, Glossary and Information](#)

## Summary

Details			
<b>Name</b>	Mo Burrito LLC		
<b>Status</b>	Good Standing	<b>Formation date</b>	02/19/2016
<b>ID number</b>	20161116353	<b>Form</b>	Limited Liability Company
<b>Periodic report month</b>	February	<b>Jurisdiction</b>	Colorado
<b>Principal office street address</b>	311 H ST, Salida, CO 81201, United States		
<b>Principal office mailing address</b>	311 H ST, Salida, CO 81201, United States		

Registered Agent	
<b>Name</b>	Kurt LeRoy Cooper
<b>Street address</b>	311 H ST, Salida, CO 81201, United States
<b>Mailing address</b>	311 H ST, Salida, CO 81201, United States

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RECEIVED  
SEP 7 1 2019  
By: SW

**ARTICLES OF ORGANIZATION  
OF LIMITED LIABILITY COMPANY**

The undersigned organizer hereby adopts the following Articles:

**ARTICLE 1**  
**Name**

The name of the Limited Liability Company is: Mo Burrito LLC

**ARTICLE 2**  
**Principal and Mailing Address**

**2.01** The complete street address of the initial designated principal office is:

311 H St.  
Salida, Co 81201  
\_\_\_\_\_

**2.02** The complete mailing address is:

311 H St.  
Salida, Co 81201  
\_\_\_\_\_

**ARTICLE 3**  
**Registered Agent**

**3.01** The name of the initial registered agent is:

Kurt Cooper  
\_\_\_\_\_

**3.02** The street address of the registered agent is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 4**  
**Statement of Acceptance by Registered Agent**

I, Kurt Cooper, hereby acknowledge that the undersigned individual or corporation accepts the appointment as Initial Registered Agent of Mo Burrito LLC, the Limited Liability Company which is named in these Articles of Organization.

Kurt Cooper  
Registered Agent

**ARTICLE 5**  
**Duration**

The duration of the Limited Liability Company shall be \_\_\_\_\_.

**ARTICLE 6**  
**Management**

This Limited Liability Company is member - managed.

**ARTICLE 7**  
**Members**

The members of the Limited Liability Company and their addresses are named as followed:

<u>Kurt Cooper</u>	_____
<u>Allison Miller</u>	_____
_____	_____
_____	_____
_____	_____

**ARTICLE 8**  
**Initial Contribution**

**ARTICLE 9**

**Purpose**

The purpose for which the company is organized is to conduct any and all lawful business for which Limited Liability Companies can be organized pursuant to \_\_\_\_\_ statute, including but not limited to: \_\_\_\_\_

**ARTICLE 10**

**Liability**

Pursuant to \_\_\_\_\_ statute, any and all debts, obligations or other liabilities of Mo Burrito LLC \_\_\_\_\_ are solely the responsibility of the Limited Liability Company. Any manager or member of Mo Burrito LLC \_\_\_\_\_ is hereby not personally liable for such debts or liabilities solely by reason of their title.

**ARTICLE 11**

**Organizer**

I, Kurt Cooper \_\_\_\_\_, residing at \_\_\_\_\_, execute these Articles of Organization dated this 17 day of September, 2019.

Kurt Cooper \_\_\_\_\_  
Organizer

Correspondence information is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Colorado Secretary of State  
 Date and Time: 08/15/2019 10:08 AM  
 ID Number: 20161116353

Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Document number: 20191651331  
 Amount Paid: \$10.00

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Change  
 Changing the Registered Agent Information**

filed pursuant to § 7-90-305.5 and § 7-90-702 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

Entity ID number 20161116353  
*(Colorado Secretary of State ID number)*

Entity name or True name Mo Burrito LLC

2. (If applicable, adopt the following statement by marking the box and enter all changes.)

The registered agent name has changed.

Such name, as changed, is

Name  
 (if an individual) Cooper Kurt LeRoy  
*(Last) (First) (Middle) (Suffix)*

or

(if an entity) \_\_\_\_\_  
*(Caution: Do not provide both an individual and an entity name.)*

*(The following statement is adopted by marking the box.)*

The person appointed as registered agent has consented to being so appointed.

3. (If applicable, adopt the following statement by marking the box and enter all changes.)

The registered agent address of the registered agent has changed.

Such address, as changed, is

Street address 311 H ST  
*(Street number and name)*

Salida CO 81201  
*(City) (State) (ZIP Code)*

Mailing address 311 H ST  
 (leave blank if same as street address) *(Street number and name or Post Office Box information)*

Salida CO 81201  
*(City) (State) (ZIP Code)*



4. (If applicable, adopt the following statement by marking the box.)

The person appointed as registered agent has delivered notice of the change to the entity.

5. (If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

6. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

7. The true name and mailing address of the individual causing this document to be delivered for filing are

Cooper	Kurt	LeRoy	
(Last)	(First)	(Middle)	(Suffix)
_____ (Street number and name or Post Office Box information)			
Salida	CO	81201	
(City)	(State)	(ZIP/Postal Code)	
_____ (Province - if applicable)	United States		(Country)

(If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Additional Owner

Allison Miller



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: October 15, 2019

<b>AGENDA ITEM NO.</b> 6.a	<b>ORIGINATING DEPARTMENT:</b> Community Development	<b>PRESENTED BY:</b> Glen Van Nimwegen
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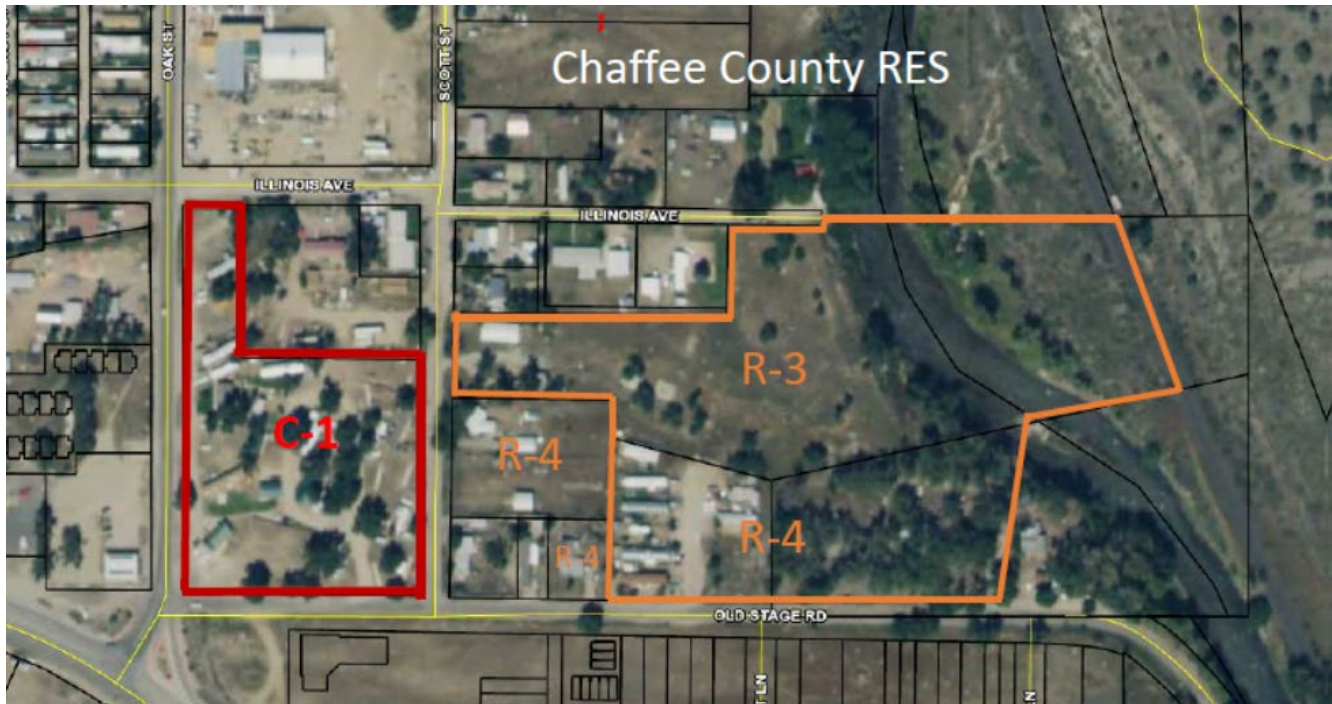
**ITEM:**

Resolution 2019-50: Public Hearing for Consideration of River Ridge Major Subdivision

**REQUEST / BACKGROUND:**

The applicant is requesting the City Council approve the River Ridge Major Subdivision for an 11.17 acre parcel generally located between Old Stage Road (CR 105) north to Illinois Avenue; and the Arkansas River west to Scott Street. The address is 786 Scott Street. The proposed subdivision consists of 41 lots. The site is zoned High Density Residential (R-3) and Manufactured Housing Residential District (R-4).

**Applicants:** Arkansas Living, LLC as represented by Joe Deluca of Crabtree Group.



The north half of the site was the subject of recent annexation and zoning actions. The applicant recently acquired two parcels south of the original site which are zoned R-4. A Conceptual Review Meeting with the Planning Commission and City Council occurred on June 3, 2019.

The 41 lots range in size from 11,000 square feet to 4,570. There should be a diversity of housing styles from duplexes, single-residences and possibly triplexes. Key aspects of the neighborhood now include a private park in the center, public access to the river and many of the lots are now accessed by alleys.



**REQUEST FOR CITY COUNCIL ACTION**

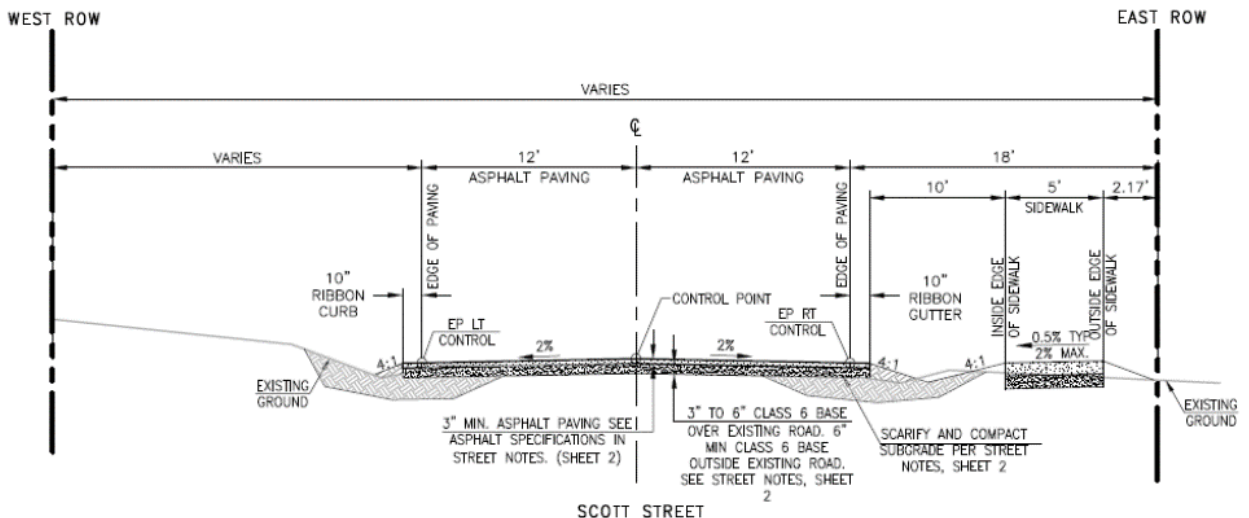
Meeting Date: October 15, 2019

<b>AGENDA ITEM NO.</b> 6.a	<b>ORIGINATING DEPARTMENT:</b> Community Development	<b>PRESENTED BY:</b> Glen Van Nimwegen
-------------------------------	---	---

**MAJOR SUBDIVISION REVIEW:**

A major subdivision requires a recommendation from the Planning Commission and final approval by the City Council. The proposed subdivision must comply with the following standards:

1. Comprehensive Plan. The proposed subdivision is consistent with the Comprehensive Plan that promotes diverse residential housing styles and access to trails and open space.
2. Zone District Standards. The proposed subdivision and ultimate development of the lots will comply with the R-3 and R-4 zoning and other applicable standards of the Land Use and Development Code.
3. Improvements. Besides the new interior streets, the applicant will be improving the north side of Old Stage Road. The annexation agreement for the project allows the option of providing funds for the construction of Scott Street adjacent to the subdivision, versus construction this small segment. Staff is recommending this decision be made to staff after seeing how the existing roadway holds up to heavy construction equipment traffic that will occur why the project is being constructed.



4. Natural Features. The site is relatively flat except for the area directly adjacent to the Arkansas River. The buildable area of the subdivision is approximately 25 feet above the water level of

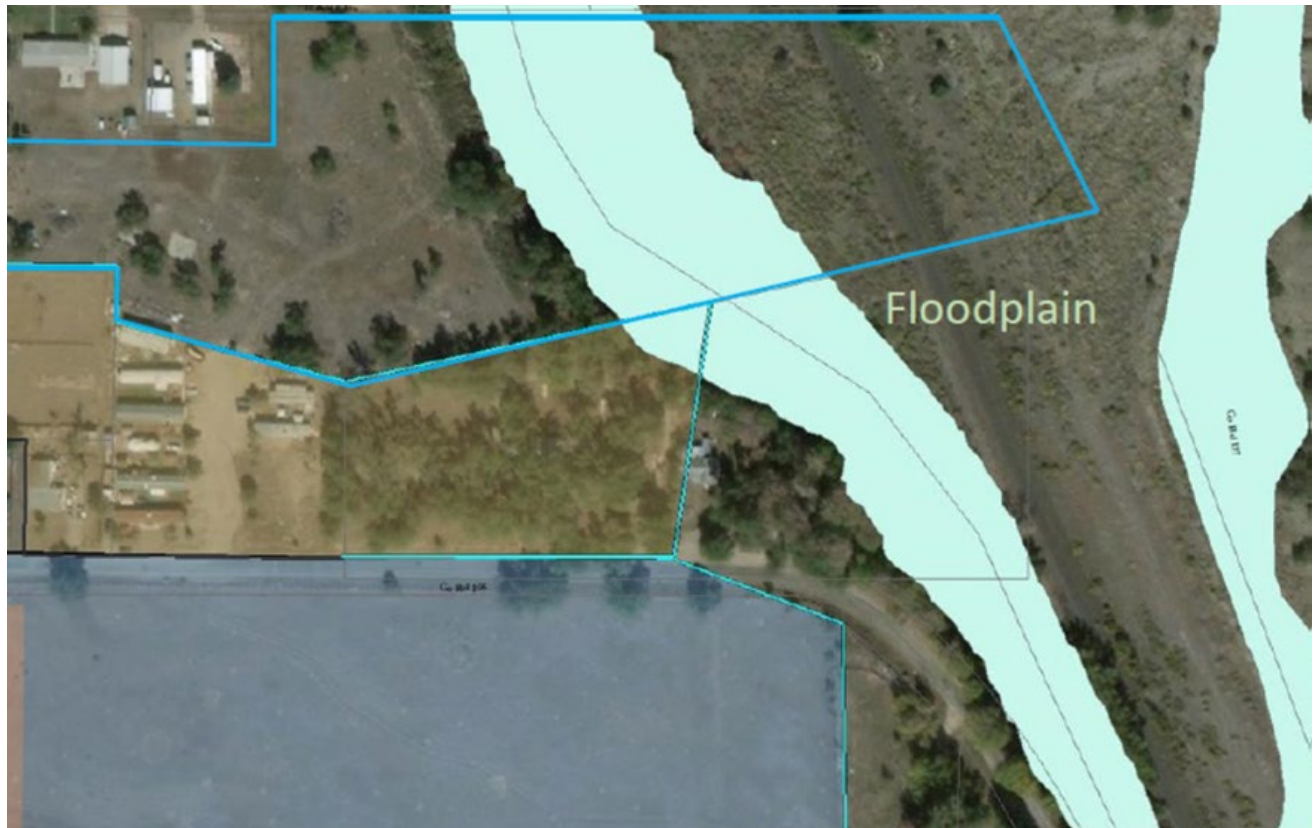
**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: October 15, 2019

<b>AGENDA ITEM NO.</b> 6.a	<b>ORIGINATING DEPARTMENT:</b> Community Development	<b>PRESENTED BY:</b> Glen Van Nimwegen
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the Arkansas River. “Natural features and native vegetation shall be preserved whenever possible. Tree masses and individual trees of six-inch caliper or greater shall be preserved.”

5. Floodplains. A portion of the east side of the site adjacent to the Arkansas River is within the 100 year floodplain. The Floodplain Administrator is recommending conditions on any development activities that may occur within the Special Flood Hazard Area (Attachment 6).



6. Noise Reduction. “Where a subdivision borders on or contains a highway right-of-way, the City shall require adequate provisions for reduction of noise. A parallel street, landscaping, screening, easement, greater lot depth, increased rear yard setbacks and fencing are potentially appropriate solutions, among others.” River Ridge is not adjacent to a highway.
7. Future Streets. The applicant is proposing local streets within the development with 34 feet of roadway versus our standard of a 38 foot roadway. Section 16-8-20 (f) of the Land Use Code allows an applicant to make their case for a different road standard. The applicant has presented their case for the roadway reduction (Attachment 5). Attachment 6 shows the differences between the two roadways. After giving the applicant’s request consideration, we recommend the roadway be reduced to 36 feet wide, a reduction of two feet from the standard.



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: October 15, 2019

<b>AGENDA ITEM NO.</b> 6.a	<b>ORIGINATING DEPARTMENT:</b> Community Development	<b>PRESENTED BY:</b> Glen Van Nimwegen
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8. Parks, Trails and Open Space. The developer has provided public access to the west side of the Arkansas River and a trail easement along the east side of the river. This was deemed “extraordinary” by the Planning Commission and therefore the open space requirements have been met. A private quarter acre park is provided in the center of the project.
9. Common Recreation Facilities. “Where a development is proposed to contain common recreation facilities, such facilities shall be located within the development so as to be easily accessible to the residents and to least interfere with neighboring developments.” The private park will not impact adjoining properties.
10. Lots and Blocks. “The size, shape and orientation of lots shall be appropriate to the design and location of the proposed subdivision and the type of development contemplated. Where appropriate, lots shall be laid out to respect the existing City pattern. Blocks generally shall not be less than three hundred (300) feet nor more than one thousand two hundred (1,200) feet in length.” The applicant has created the best layout holding to the above standard considering the angle of the adjacent river and desire to connect with existing Treat Lane.
11. Architecture. The design of the residential buildings will have to meet the design standards stated in the code to prevent monotonous streetscapes. The minimum standard is the same building front elevation cannot be repeated more than every fifth lot or directly across the street. The intent is the homes will be sold individually for custom homes so monotony should not be an issue.
12. Codes. The subdivision will comply with all applicable City building, fire and safety codes for the proposed development.
13. Inclusionary Housing. The developer has indicated they will meet the requirements through the collection of a fee in lieu with each building permit. For a major subdivision the fee is the lessor of \$15,748 or \$7.87 per habitable square feet of every principal unit.

**RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:**

- Salida Fire Department: Kathy Rohrich, Fire Inspector, reviewed the subdivision and is requiring a total of four hydrants. They are to be located at the intersections of River Ridge and Treat Lane at CR105; River Ridge and Scott Street and Treat Lane and Illinois Avenue.
- Salida Police Department: Lieutenant Russ Johnson stated we should consider yield signs be placed at the intersection of River Ridge Lane and Treat Lane. His concern will be mitigated by a four way stop at the center intersection.
- Chaffee County Development Services Department: No response.



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: October 15, 2019

<b>AGENDA ITEM NO.</b> 6.a	<b>ORIGINATING DEPARTMENT:</b> Community Development	<b>PRESENTED BY:</b> Glen Van Nimwegen
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- Salida Public Works Department: Public Works Director David Lady has been involved in the development of the plans for the subdivision. He is recommending a number of changes to the plat and plans as outlined in his September 17, 2019 memo (Attachment 8).
- Salida Finance Department: According to Renee Thonhoff, Senior Accountant, there are a number of existing sewer and water taps devoted to the property and additional taps will be required.
- Xcel Energy: Sterling Waugh, Energy Planner stated a 10 foot wide utility easement is required, however 15 feet is preferred if the easement includes other utilities, including natural gas.
- Floodplain Administrator: Mark Rocheleau, PE is employed by JVA Consulting Engineers and is the city's Flood Plain Administrator. He has reviewed the River Ridge and provided a memo stating all of the requirements for development within the flood plain (Attachment 7).
- Salida School District R32J: Shelia Moore, Business Manager for the District stated that fees in lieu of school dedications should be collected with this subdivision. Per our agreement with Chaffee County and the District, the fees have recently been increased to \$444.66 per unit.

**STAFF RECOMMENDATION:**

Staff recommends the City Council approve the application, subject to the changes recommended by the Planning Commission to conditions #8 and the addition of #9. Since the Planning Commission meeting the applicant has resubmitted the plat addressing changes recommended in #3 and #4 as shown below.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission reviewed the major subdivision and held a public hearing on September 23, 2019. They recommended approval subject to the following conditions with changes to #8 and #9 as shown:

1. Make corrections to the improvement plans as outlined by the Public Works Director (Attachment 8) and Floodplain Administrator (Attachment 6); and provide landscape plans for approval prior to recording of the subdivision plat.
2. Floodplain Development Permit is required for any development/grading within the 100 year flood plain and meet the specific standards outlined by the Floodplain Administrator (Attachment 7).
3. Make the following corrections and clarifications to the plat prior to recording:
  - a. The Park site and Alleys shall be owned and maintained by the homeowners association.
  - b. ~~Designate the 15 foot wide trail and river access easement as a "15 foot Public Trail, Drainage and River Access Easement."~~ The 25 foot wide trail easement along the east side of the Arkansas River shall be "public" as well.
  - c. ~~Clarify the differences between the building setbacks for R-3 and R-4 on the subdivision layout. Add a note to the Typical Lot Layout that states detached accessory structures and dwelling units have different setbacks per the Salida Land Use and Development Code.~~



## REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 15, 2019

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
6.a	Community Development	Glen Van Nimwegen

- d. ~~Alleys shall be designated as "Access and Utility Easements."~~
  - e. Provide a storm water drainage easement to the east side of Lot 23 to allow storm water to be conveyed to the river.
  - f. ~~Delineate 100 year flood zone.~~
  - g. Include 10 foot wide public utility easements as recommended by Xcel Energy.
4. ~~The design of the project's residences shall meet the requirements of Section 16-6-120 (11) which requires spacing of repetitive building facades.~~
  5. The Fair Contribution for Public School sites will be \$444.66 per unit.
  6. Developer shall enter into a subdivision improvement agreement that guarantees the construction of the public improvements that are required for the project, prior to the recording of the subdivision plat.
  7. The annexation agreement for the north half of the property allows the option to construct Scott Street adjacent to the project or have applicant provide a fee equal to the estimated cost of the street segment for construction at a later date. This determination shall be made by staff prior to completion of roadway construction within the subdivision and be based on the general condition of Scott Street.
  8. The variance proposed to the street cross section is approved, with the modification that the roadway width within the 60 right of way be ~~36~~ **34** feet.
  9. **The Homeowner Association documents shall place a priority on installing street trees prior to completion of each home.**

### **RECOMMENDED MOTION:**

A Council person should make the motion to "Approve Resolution 2019-50 approving the River Ridge Major Subdivision."

### **Attachments:**

1. Resolution 2019-50
2. River Ridge Major Subdivision
3. Narrative
4. Application
5. Request for Street Cross Section Variance
6. Street Cross Sections
7. Floodplain Administrator Review (September 13, 2019)
8. Public Works Director Review (September 17, 2019)
9. Proof of Publication



**CITY OF SALIDA, COLORADO**  
**RESOLUTION NO. 50**  
**(Series 2019)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION PLAT FOR RIVER RIDGE MAJOR SUBDIVISION.**

**WHEREAS**, the property owners, Arkansas Living, LLC (“Developer”) made application for approval of a Major Impact Review for River Ridge Major Subdivision; and

**WHEREAS**, the property (“Property”) that is subject to the proposed subdivision consists of 11.17 acres located at 786 Scott Street more particularly described in Exhibit A; and

**WHEREAS**, the property is zoned R-3, High Density Residential and R-4, Manufactured Housing Residential District; and

**WHEREAS**, the Planning Commission and City Council held a conceptual meeting on the proposed Southside Major Subdivision on June 3, 2019; and

**WHEREAS**, on September 23, 2019 the Salida Planning Commission held a public hearing and recommended approval of the River Ridge Major Subdivision, consisting of 41 lots; and

**WHEREAS**, the Salida City Council held a duly noticed public hearing on October 15, 2019.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Salida that:

The River Ridge Major Subdivision is hereby approved, subject to the following conditions:

1. Make corrections to the improvement plans as outlined by the Public Works Director (September 17, 2019) and Floodplain Administrator (September 13, 2019); and provide landscape plans for approval prior to recording of the subdivision plat.
2. Floodplain Development Permit is required for any development/grading within the 100 year flood plain and meet the specific standards outlined by the Floodplain Administrator (September 13, 2019).
3. Make the following corrections and clarifications to the plat prior to recording:
  - a. The Park site and Alleys shall be owned and maintained by the homeowners association.
  - b. Provide a storm water drainage easement to the east side of Lot 23 to allow storm water to be conveyed to the river.

- c. Include 10 foot wide public utility easements as recommended by Xcel Energy.
4. The Fair Contribution for Public School sites will be \$444.66 per unit.
5. Developer shall enter into a subdivision improvement agreement that guarantees the construction of the public improvements that are required for the project, prior to the recording of the subdivision plat.
6. The annexation agreement for the north half of the property allows the option to construct Scott Street adjacent to the project or have applicant provide a fee equal to the estimated cost of the street segment for construction at a later date. This determination shall be made by staff prior to completion of roadway construction within the subdivision and be based on the general condition of Scott Street.
7. The variance proposed to the street cross section is approved, with the modification that the roadway width within the 60 right of way be 34 feet.
8. The Homeowner Association documents shall place a priority on installing street trees prior to completion of each home.

**RESOLVED, APPROVED AND ADOPTED on this 15th day of October, 2019.**

CITY OF SALIDA, COLORADO

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Mayor P.T. Wood

(SEAL)

ATTEST:

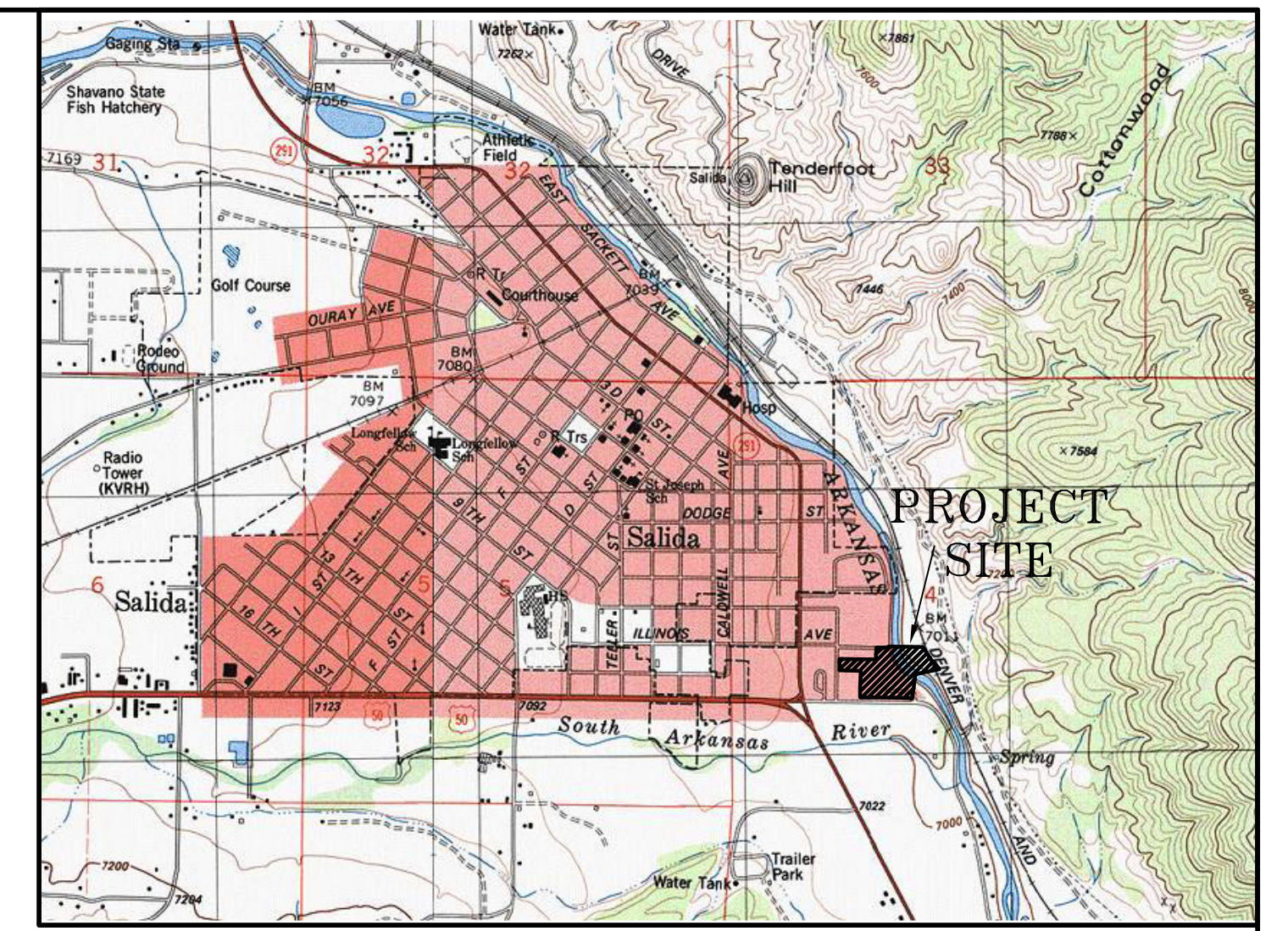
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City Clerk/Deputy City Clerk

EXHIBIT A

# RIVER RIDGE

LOCATED WITHIN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST  
OF THE NEW MEXICO PRINCIPAL MERIDIAN  
CITY OF SALIDA  
CHAFFEE COUNTY, COLORADO



VICINITY MAP  
NOT TO SCALE

## CERTIFICATION OF TITLE

I, \_\_\_\_\_, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN SALIDA RIVER LIVING LLC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

TITLE AGENT

## ACKNOWLEDGMENT OF LIEN HOLDER

ROBERT D. TREAT, AS LIEN HOLDER, HEREBY ACKNOWLEDGES AND APPROVES THE TERMS, CONDITIONS AND DEDICATION AS DISCLOSED UPON THIS PLAT.

ROBERT D. TREAT \_\_\_\_\_ DATE \_\_\_\_\_

## ACKNOWLEDGMENT OF LIEN HOLDER

ANDREW JAMES PETERNELL & JAMIE VICTORIA PETERNELL, AS LIEN HOLDERS, HEREBY ACKNOWLEDGES AND APPROVES THE TERMS, CONDITIONS AND DEDICATION AS DISCLOSED UPON THIS PLAT.

ANDREW JAMES PETERNELL \_\_\_\_\_ DATE \_\_\_\_\_

JAMIE VICTORIA PETERNELL \_\_\_\_\_ DATE \_\_\_\_\_

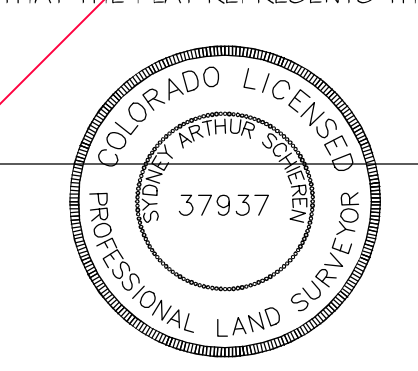
## GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTHERLY LINE OF SUBJECT PROPERTY, BETWEEN TWO 1 1/2" ALUMINUM CAPS STAMPED LS 16117, HAVING A BEARING OF SOUTH 89°07'49" EAST.
- 2) OWNER: ARKANSAS RIVER LIVING LLC, 770 CRESCENT LANE, LAKEWOOD, CO 80214
- 3) SUBDIVIDER: ARKANSAS RIVER LIVING LLC, 770 CRESCENT LANE, LAKEWOOD, CO 80214
- 4) AS REQUIRED UNDER SECTION 16.6.140 OF THE SALIDA MUNICIPAL CODE, A PAYMENT IN LIEU OF LAND DEDICATION FOR FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES SHALL BE PAID BY THE OWNER OF EACH LOT WITHIN THIS SUBDIVISION PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY NEW RESIDENCE ON SUCH LOT.
- 5) PER SECTION 16.6.120(1) OF THE SALIDA MUNICIPAL CODE, NO RESIDENTIAL FACADE ELEVATION SHALL BE REPEATED MORE THAN ONCE EVERY FIVE (5) LOTS ON THE SAME SIDE OF THE STREET, NOR SHALL AN ELEVATION BE REPEATED DIRECTLY ACROSS THE STREET FROM THE SAME FACADE ELEVATION. MIRROR IMAGES OF THE SAME RESIDENTIAL FACADE SHALL NOT COUNT AS TWO DISTINCTLY DIFFERENT FACADES.
- 6) THIS PLAT SUBJECT TO THE TERMS & CONDITIONS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AT RECEPTION NO. \_\_\_\_\_
- 7) THE 15' ACCESS & DRAINAGE EASEMENT AND THE 20' TRAIL EASEMENT ARE INTENDED TO FULFILL THE "PARKS, TRAILS & OPEN SPACE DEDICATION REQUIREMENTS" PER SECTION 16.6.120 (8) OF THE SALIDA MUNICIPAL CODE. THESE DEDICATIONS SHALL BE CONSIDERED AN EXTRAORDINARY CONTRIBUTION TO TRAIL AND WATERWAY ACCESS AND THEREFORE THE OPEN SPACE REQUIREMENTS OF SECTION 16.6.120 (8) HAVE BEEN MET.
- 8) RESIDENTIAL DENSITY OF THAT PORTION OF THE PROPERTY LYING NORTHEAST OF THE CENTERLINE OF THE ARKANSAS RIVER MAY NOT BE TRANSFERRED TO THE PORTION OF THE PROPERTY LYING SOUTHWEST OF THE CENTERLINE OF THE ARKANSAS RIVER.
- 9) ANY BUILDING TO BE PERMITTED IN THE 100 YEAR FLOOD PLAIN SHALL COMPLY WITH ARTICLE XI, FLOOD CONTROL, OF THE SALIDA MUNICIPAL CODE.
- 10) ALL OPEN SPACE AREAS, INTERNAL TRAILS, PARKS AND STREET PARKWAYS TO BE IMPROVED BY THE DEVELOPER AND MAINTAINED BY THE H.O.A. OR OTHER DESIGNATED PARTY.
- 11) RIVER RIDGE IS SUBJECT TO THE SUBDIVISION IMPROVEMENT AGREEMENT AS RECORDED AT RECEPTION NO. \_\_\_\_\_
- 12) RIVER RIDGE IS SUBJECT TO ARTICLE XIII, INCLUSIONARY HOUSING, OF CHAPTER 16 OF THE SALIDA MUNICIPAL CODE.

## LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

**PRELIMINARY DRAFT**  
INTENDED FOR REVIEW ONLY  
AND AGENTS ONLY



SYDNEY A. SCHIEREN  
COLORADO P.C.S. 37937

## CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS THAT ARKANSAS RIVER LIVING LLC, THE FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (S 1/2 NE 1/4 SW 1/4) OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE LINE OF A LANE OR STREET KNOWN AS SCOTT STREET, FROM WHENCE THE NORTHWEST CORNER OF SAID SUBDIVISION BEARS FIRST NORTH 1.63 FEET; THENCE WEST 37 FEET; THENCE PROCEEDING AROUND THE TRACT HEREIN DESCRIBED, SOUTH 89°24'06" EAST ALONG THE SOUTH BOUNDARY OF PEELS SUBDIVISION A DISTANCE OF 452 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°31'36" EAST ALONG THE EAST BOUNDARY OF SAID SUBDIVISION A DISTANCE OF 150.0 FEET TO THE SOUTH BOUNDARY OF A LANE; THENCE SOUTH 89°31'00" EAST ALONG THE SOUTH BOUNDARY OF SAID LANE, 154.0 FEET TO THE SOUTHEAST CORNER OF SAID LANE; THENCE NORTH 00°29'00" EAST ALONG THE EAST BOUNDARY OF SAID LANE 13.0 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SAID S 1/2 NE 1/4 SW 1/4; THENCE SOUTH 89°25'50" EAST ALONG SAID NORTH BOUNDARY 425.2 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY OF THE TRACT OF LAND GRANTED TO THE DENVER AND RIO GRANDE RAILROAD COMPANY IN BOOK 73 AT PAGE 309 OF THE CHAFFEE COUNTY RECORDS; THENCE ALONG THE WESTERLY BOUNDARY OF SAID RAILROAD TRACT, FIRST ALONG THE ARC OF A CURVE A DISTANCE OF 173.91 FEET, SAID CURVE HAVING A RADIUS OF 900.0 FEET AND A CHORD WHICH BEARS SOUTH 34°00'47" EAST 173.64 FEET, AND THENCE SOUTH 39°32'54" EAST 161.36 FEET TO THE EAST BOUNDARY OF THE SAID S 1/2 NE 1/4 SW 1/4; THENCE SOUTH 00°18'00" EAST ALONG SAID EAST BOUNDARY 1.57 FEET; THENCE SOUTH 77°30' WEST 725.59 FEET; THENCE NORTH 75°00'00" WEST 273.35 FEET; THENCE NORTH 00°52'00" EAST 61.82 FEET; THENCE NORTH 89°18'00" WEST 262.30 FEET TO THE EAST BOUNDARY OF SCOTT STREET; THENCE NORTH 00°30'11" EAST 138.45 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (S 1/2 NE 1/4 SW 1/4) OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH SIDE OF CHAFFEE COUNTY ROAD NO. 105, FROM WHENCE THE SOUTHEAST CORNER (BRASS CAP) OF SAID SECTION 4 BEARS SOUTH 69°56' EAST 4,117.5 FEET, AND ALSO FROM WHENCE THE HIGHWAY RIGHT-OF-WAY MARKER (BRASS CAP IN CONCRETE) AT STATION 2304+26 OF THE CENTERLINE SURVEY OF U.S. HIGHWAY NO. 50 BEARS NORTH 89°35' WEST 217.9 FEET; THENCE SOUTH 85°01' EAST 44.9 FEET TO A REBAR WITH A 1 1/2-INCH ALUMINUM CAP ON THE NORTH SIDE OF SAID COUNTY ROAD; THENCE SOUTH 89°18' EAST ALONG THE SAID NORTH SIDE OF SAID COUNTY ROAD A DISTANCE OF 262.3 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN BOOK 502 AT PAGE 186 OF THE RECORDS OF SAID CHAFFEE COUNTY, BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE PROCEEDING AROUND SAID TRACT NORTH 00°52' EAST ALONG THE EAST BOUNDARY OF SAID TRACT AS DESCRIBED IN BOOK 502 AT PAGE 186 AND A PROJECTION NORTHERLY OF SAID EAST BOUNDARY A TOTAL DISTANCE OF 268.18 FEET; THENCE SOUTH 75°00' EAST 273.30 FEET TO A REBAR WITH A 1 1/2-INCH ALUMINUM CAP AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN BOOK 414 AT PAGE 518 OF SAID COUNTY RECORDS, AS SAID PARCEL IS MONUMENTED; THENCE SOUTH 00°19'14" EAST ALONG THE WEST BOUNDARY OF SAID PARCEL AS MONUMENTED 200.43 FEET TO A REBAR WITH A 1 1/2-INCH ALUMINUM CAP AT THE SOUTHWEST CORNER OF SAID PARCEL AS DESCRIBED IN BOOK 414 AT PAGE 518, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF SAID CHAFFEE COUNTY ROAD NO. 105; THENCE NORTH 89°21'34" WEST ALONG SAID NORTHERLY COUNTY ROAD BOUNDARY 269.18 FEET TO THE POINT OF BEGINNING.

CITY OF SALIDA, CHAFFEE COUNTY, COLORADO

TOGETHER WITH

A TRACT OF LAND LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT AT A FENCE CORNER ON THE NORTH SIDE OF A CHAFFEE COUNTY ROAD FROM WHENCE THE SE COR (BRASS CAP) OF SECTION 4 BEARS SOUTH 66°55.4' EAST 3580.6 FEET, SAID BEGINNING POINT, TWO REMAINING TRACT CORNERS, AND TWO WITNESS CORNERS ARE MARKED BY 5/8" INCH REBARS WITH 1 1/2" INCH ALUMINUM CAPS; THENCE PROCEEDING AROUND THE TRACT NORTH 200.0 FEET; THENCE NORTH 77°30' EAST 285.0 FEET TO A WITNESS CORNER; THENCE CONTINUING NORTH 77°30' EAST 144.5 FEET TO A POINT WHICH IS NORTH 8°30.3' WEST OF ANOTHER WITNESS CORNER; THENCE SOUTH 8°30.3' WEST 107.7 FEET TO THE WITNESS CORNER; THENCE CONTINUING SOUTH 8°30.3' WEST 188.5 FEET TO A POINT ON THE NORTH SIDE OF THE SAID CHAFFEE COUNTY ROAD; THENCE WEST ALONG SAID NORTH SIDE AS FENCED 375.5 FEET TO THE POINT OF BEGINNING.

CITY OF SALIDA, CHAFFEE COUNTY, COLORADO

HAS LAID-OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, PARCELS OR OUTLOTS, AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF:

RIVER RIDGE  
IN THE  
CITY OF SALIDA  
CHAFFEE COUNTY, COLORADO

AND DO HEREBY DEDICATE TO THE CITY OF SALIDA AS PUBLIC ROADS, THE STREETS AS SHOWN ON SAID PLAT, AND HEREBY DEDICATES TO THE PUBLIC THE 15' PUBLIC TRAIL, DRAINAGE AND RIVER ACCESS EASEMENT AND THE 20' PUBLIC TRAIL EASEMENT AS SHOWN HEREON. THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE PUBLIC UTILITIES THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY SERVICE WITHIN THIS SUBDIVISION OR PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS PUBLIC ROADS AND UTILITY EASEMENTS AS SHOWN ON THIS PLAT.

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

BY: TOM MESCH, AS MANAGING MEMBER

COUNTY OF CHAFFEE )  
                                  ) SS.  
STATE OF COLORADO )

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY TOM MESCH, AS SALIDA RIVER LIVING LLC MANAGING MEMBER. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_.

NOTARY PUBLIC

## CITY COUNCIL APPROVAL

THIS PLAT IS APPROVED FOR FILING AND THE CITY HEREBY ACCEPTS THE DEDICATION OF THE STREETS AND ROADS SHOWN HEREON SUBJECT TO THE 'STREET MAINTENANCE' SET FORTH ABOVE, AND FURTHER ACCEPTS THE DEDICATION OF THE PARK AND EASEMENTS SHOWN HEREON.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.  
CITY OF SALIDA

BY: \_\_\_\_\_  
MAYOR

## PLANNING COMMISSION APPROVAL

THIS PLAT IS APPROVED BY THE CITY OF SALIDA PLANNING COMMISSION THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

CHAIR OF PLANNING COMMISSION, CITY OF SALIDA

## CERTIFICATE OF STREET & UTILITY MAINTENANCE

PUBLIC NOTICE IS HEREBY GIVEN THAT NEITHER THE DEDICATED PUBLIC ROADS NOR THE PUBLIC UTILITIES SHOWN ON THIS PLAT WILL BE MAINTAINED BY THE CITY OF SALIDA UNTIL AND UNLESS THE SUBDIVIDER CONSTRUCTS THE STREETS, ROADS AND UTILITIES IN ACCORDANCE WITH THE SUBDIVISION AGREEMENT AS RECORDED AT RECEPTION NO. \_\_\_\_\_. IF ANY, AND THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF THE RECORDING OF THIS PLAT, AND APPROVAL OF THE CITY HAS BEEN ISSUED TO THAT EFFECT. WHEN THE CITY APPROVES A STREET OR UTILITY FOR MAINTENANCE, THE STREET OR UTILITY SHALL BECOME PUBLIC IN ALL SENSES OF THE WORD AND THE SUBDIVIDER HAS NO FURTHER OBLIGATIONS IN REGARDS TO THAT PARTICULAR STREET OR UTILITY.

## CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT \_\_\_\_\_ M. ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019 UNDER RECEPTION NUMBER \_\_\_\_\_.

CHAFFEE COUNTY CLERK AND RECORDER

REVISED: SEPTEMBER 23, 2019	<p><b>RIVER RIDGE</b></p> <p>LOCATED WITHIN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN CITY OF SALIDA CHAFFEE COUNTY, COLORADO</p>
JOB # 1974	
DATE: AUGUST 21, 2019	
SHEET 1 OF 2	
<p><b>LANDMARK</b> SURVEYING &amp; MAPPING P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031</p>	

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.



## Applicant's Narrative

August 26, 2019

River Ridge is a proposed subdivision located in Salida, Colorado, on a 9.06-acre site. Proposed construction includes 41 residential lots and a park. Other improvements to the site will be asphalt roadways with curb and gutter, concrete sidewalk, and water and sewer services. Per the annexation agreement approved by Salida City Council 2/19/19, the subdivision will provide public river access on the west side of the river at Illinois Avenue, an extension of Treat Lane which lines up with Two Rivers, and a trail easement on the east side of the river. Included for your review are the following items for major impact review submittal:

1. Application Form
2. Property Survey
3. Drainage Report
4. Civil Engineering Plans
5. Plat



## LIMITED IMPACT & MAJOR IMPACT SUBMITTAL REQUIREMENTS

448 East First Street, Suite 112  
Salida, CO 81201  
Phone: 719-530-2626 Fax: 719-539-5271  
Email: [planning@cityofsalida.com](mailto:planning@cityofsalida.com)

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*An application is meant to highlight the requirements and procedures of the Land Use Code. With any development application, it is the responsibility of the applicant to read, understand, and follow all of the provisions of the Land Use Code.*

### 1. PROCEDURE (Section 16-3-80)

**A. Development Process** (City Code Section 16-3-50) Any application for approval of a development permit shall include a written list of information which shall constitute the applicant's development plan, which shall be that information necessary to determine whether the proposed development complies with this Code. The development plan shall include the following, as further specified for each level of review on the pre-application checklist:

1. Pre-Application Conference (Limited Impact and Major Impact Review Applications)
2. Submit Application
4. Staff Review. Staff report or decision forwarded to the applicant (Administrative review)
5. Public Notice
6. Public Hearing with Planning Commission (Limited Impact and Major Impact Review Applications)
7. Public Notice
8. Hearing Conducted by City Council (Major Impact Review)

### **B. Application Contents** (City Code Section 16-3-50)

1. A copy of a current survey or the duly approved and recorded subdivision plat covering the subject lots where the proposal is for development on previously subdivided or platted lots;
2. A brief written description of the proposed development signed by the applicant;
3. Special Fee and Cost Reimbursement Agreement completed.
4. Public Notice.
  - a) List. A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses. A property owner is considered adjoining if it is within 175 feet of the subject property regardless of public ways. The list shall be created using the current Chaffee County tax records.
  - b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope. Postage is required for up to one ounce. Return Address shall be: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201.
  - c) Applicant is responsible for posting the property and submittal of notarized affidavits for proof of posting the public notice.
5. Developments involving construction shall provide the following information:

(i) A development plan map, at a scale of one (1) inch equals fifty (50) feet or larger with title, date, north arrow and scale on a minimum sheet size of eight and one-half (8½) inches by eleven (11) inches, which depicts the area within the boundaries of the subject lot, including:

- a. The locations of existing and proposed land uses, the number of dwelling units and the square footage of building space devoted to each use;
- b. The location and dimensions, including building heights, of all existing and proposed Buildings or structures and setbacks from lot lines or building envelopes where exact dimensions are not available;
- c. Parking spaces;
- d. Utility distribution systems, utility lines, and utility easements;
- e. Drainage improvements and drainage easements;
- f. Roads, alleys, curbs, curb cuts and other access improvements;
- g. Any other improvements;
- h. Any proposed reservations or dedications of public right-of-way, easements or other public lands, and
- i. Existing topography and any proposed changes in topography, using five-foot contour intervals or ten-foot contour intervals in rugged topography.

(ii) 24” x 36” paper prints certified by a licensed engineer and drawn to meet City specifications to depict the following:

- a. Utility plans for water, sanitary sewer, storm sewer, electric, gas and telephone lines;
- b. Plans and profiles for sanitary and storm sewers; and
- c. Profiles for municipal water lines; and
- d. Street plans and profiles.

(iii) Developments in the major impact review procedure shall provide a development plan map on paper prints of twenty-four (24) inches by thirty-six (36) inches, with north arrow and scale, and with title and date in lower right corner, at a scale of one (1) inch equals fifty (50) feet or larger which depicts the area within the boundaries of the subject lots and including those items in Section 16-3-40(a)(3).

6. Any request for zoning action, including review criteria for a requested conditional use (Sec. 16-4-190 ) or zoning variance (Sec. 16-4-180);

7. Any subdivision request including a plat meeting the requirements of Section 16-6-110;

□ 8. Any other information which the Administrator determines is necessary to determine whether the proposed development complies with this Code, including but not limited to the following:

(i) A tabular summary of the development proposal, which identifies the total proposed development area in acres, with a breakdown of the percentages and amounts devoted to specific land uses; total number and type of proposed residential units; total number of square feet of proposed nonresidential space; number of proposed lots; and sufficient information to demonstrate that the plat conforms with all applicable dimensional standards and off-street parking requirements.

(ii) A description of those soil characteristics of the site which would have a significant influence on the proposed use of the land, with supporting soil maps, soil logs and classifications sufficient to enable evaluation of soil suitability for development purposes. Data furnished by the USDA Natural Resource Conservation Service or a licensed engineer shall be used. The data shall include the shrink/swell potential of the soils, the groundwater levels and the resulting foundation requirements. Additional data may be required by the City if deemed to be warranted due to unusual site conditions.

(iii) A report on the geologic characteristics of the area, including any potential natural or man-made hazards which would have a significant influence on the proposed use of the land, including but not limited to hazards from steep or unstable slopes, rockfall, faults, ground subsidence or radiation, a determination of what effect such factors would have, and proposed corrective or protective measures.

(iv) Engineering specifications for any improvements.

(v) A plan for erosion and sediment control, stabilization and revegetation.

(vi) A traffic analysis prepared by a qualified expert, including projections of traffic volumes to be generated by the development and traffic flow patterns, to determine the impacts of a proposed development on surrounding City streets and to evaluate the need for road improvements to be made.

(vii) A storm drainage analysis consisting of the following:

(a) A layout map (which may be combined with the topographic map) showing the method of moving storm sewer water through the subdivision shall be provided. The map shall also show runoff concentrations in acres of drainage area on each street entering each intersection. Flow arrows shall clearly show the complete runoff flow pattern at each intersection. The location, size and grades of culverts, drain inlets and storm drainage sewers shall be shown, as applicable.

(b) The applicant shall demonstrate the adequacy of drainage outlets by plan, cross-section and/or notes and explain how diverted stormwater will be handled after it leaves the subdivision. Details for ditches and culverts shall be submitted, as applicable.

(c) The projected quantity of stormwater entering the subdivision naturally from areas outside of subdivision and the quantities of flow at each pickup point shall be calculated.

(viii) Evidence of adequate water supply and sanitary sewer service - Data addressing the population planned to occupy the proposed subdivision and future development phases and other developments that may need to be served by extensions of the proposed water supply and sewage disposal systems. The resulting domestic, irrigation and fire flow demands shall be expressed in terms of gallons of water needed on an average day and at peak time, and the resulting amounts of sewage to be treated shall be expressed in gallons per day.



(ix) An analysis shall be submitted addressing how water for domestic use and for fire flows is to be provided, along with the collection and treatment of sewage generated by the property to be subdivided.

(x) A statement shall be submitted addressing the quantity, quality and availability of any water that is attached to the land.

(xi) A preliminary estimate of the cost of all required public improvements, tentative development schedule (with development phases identified), proposed or existing covenants and proposed maintenance and performance guarantees. The applicant shall submit, at least in summary or outline form, any agreements as may be required by Section 16-2-70, relating to improvements and dedications.

(xii) If intending to use solar design in the development, include a description of the steps that have been taken to protect and enhance the use of solar energy in the proposed subdivision. This shall include how the streets and lots have been laid out and how the buildings will be sited to enhance solar energy usage.

(xiii) If applicable, a report shall be submitted identifying the location of the one-hundred-year floodplain and the drainageways near or affecting the property being subdivided. If any portion of a one-hundred-year floodplain is located on the property, the applicant shall also identify the floodway and floodway fringe area. The applicant shall also describe the steps that will be taken to ensure that development locating in the floodway fringe area is accomplished in a manner which meets Federal Insurance Administration standards.

(xiv) If applicable, a report shall be submitted on the location of wetlands, as defined by the U.S. Army Corp of Engineers, on or affecting the property being subdivided. The report shall outline the development techniques planned to ensure compliance with federal, state and local regulations.

(xv) A landscape plan, meeting the specifications of Section 16-8-90.

(xvi) If applicable, a description of how the proposal will comply with the standards of any of the overlays.

(xvii) A site plan for parks, trails and/or open space meeting the requirements of Section 16-6-110 below. If an alternate site dedication or fee in lieu of dedication is proposed, detailed information about the proposal shall be submitted.

(xviii) All development and subdivision naming shall be subject to approval by the City. No development or subdivision name shall be used which will duplicate or be confused with the name of any existing street or development in the City or the County;

9. An access permit from the Colorado Department of Transportation; and

10. A plan for locations and specifications of street lights, signs and traffic control devices.

## 2. REVIEW STANDARDS (If necessary, attach additional sheets)

The application for Limited or Major Impact Review shall comply with the following standards.

1. **Consistency with Comprehensive Plan.** The use shall be consistent with the City's Comprehensive Plan.

2. **Conformance to Code.** The use shall conform to all other applicable provisions of this Land Use Code, including, but not limited to:

- a. **Zoning District Standards.** The purpose of the zone district in which it is located, the dimensional standards of that zone district, and any standards applicable to the particular use, all as specified in Article 5, Use and Dimensional Standards.

**Lots with portions in the R3 zone will meet R3**

- b. **Site Development Standards.** The parking, landscaping, sign and improvements standards.

**Public infrastructure improvements are shown on the civil engineering plans submitted with this application.**

3. **Use Appropriate and Compatible.** The use shall be appropriate to its proposed location and be compatible with the character of neighboring uses, or enhance the mixture of complementary uses and activities in the immediate vicinity.

4. **Nuisance.** The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, vibrations, glare, and similar conditions.

5. **Facilities.** There shall be adequate public facilities in place to serve the proposed use, or the applicant shall propose necessary improvements to address service deficiencies which the use would cause.

6. **Environment.** The use shall not cause significant deterioration to water resources, wetlands, wildlife habitat, scenic characteristics, or other natural features. As applicable, the proposed use shall mitigate its adverse impacts on the environment.

September 20, 2019

TO: Glen Van Nimwegen

FROM: Joe DeLuca

SUBJECT: Request for Street Cross Section Variance for Rivers Edge Subdivision

Rivers Edge Subdivision is requesting a variance from the City of Salida Public Works Standards for the subdivision's streets.

Rivers Edge has worked with the City Staff for the last 18 months to optimize the street connectivity and layout to create a quality residential neighborhood with a Sense of Place.

Rivers Edge presented the concept of a street with 5-foot sidewalks, 6-foot parkways, and a 34-foot-wide street with a 60 foot right of way at the combined Council and Planning and Zoning concept review meeting June 2016. No issues with the proposed section were identified at the meeting.

Typically, communities have a variety of street sections in their standards that are selected from based on the expected traffic levels and the type of development the street supports. Salida only has one street section.

Street sections are typically selected with the following considerations:

- Traffic volume (Rivers Edge is a low volume street)
- Type of development (Rivers Edge is residential)
- Minimizing non-permeable area to reduce stormwater run-off by reducing pavement area
- Creation of a beautiful street "Sense of Place" with healthy street trees and maximizing the separation of pedestrians from the traffic lanes.
- Pedestrian Safety, narrower streets reduce the comfortable speed that people drive to 25 mph or less. The chance of a pedestrian death or severe injury is reduced by half by a comfortable speed reduction from 35 mph to 25 mph.
- Reduction in life cycle maintenance and replacement costs for the City: less pavement means less cost for maintenance such as chip seal and replacement costs such as new asphalt. Larger parkways reduce damage to sidewalks and curbs from tree roots.
- Matching the area street grid: Rivers Edge street Treat Lane connects to Two Rivers street Treat Lane which is a 50 foot right of way with the same lane and parking width. Rivers Edge also connects with Scott Street which is a low volume narrow two-lane street.
- Noise reduction: Lower speeds reduce street noise.
- Street Tree Health: larger parkways provide a better.
- Smaller streets are greener in general for the environment.

September 20, 2019

Public Works and Community Development departments have stated they have no issues with the proposed street section.

In summary: The proposed street section is safer, greener, lower life cycle cost and provides a higher quality of life street with a Sense of Place due to the improved environment for street trees due to the larger planters.

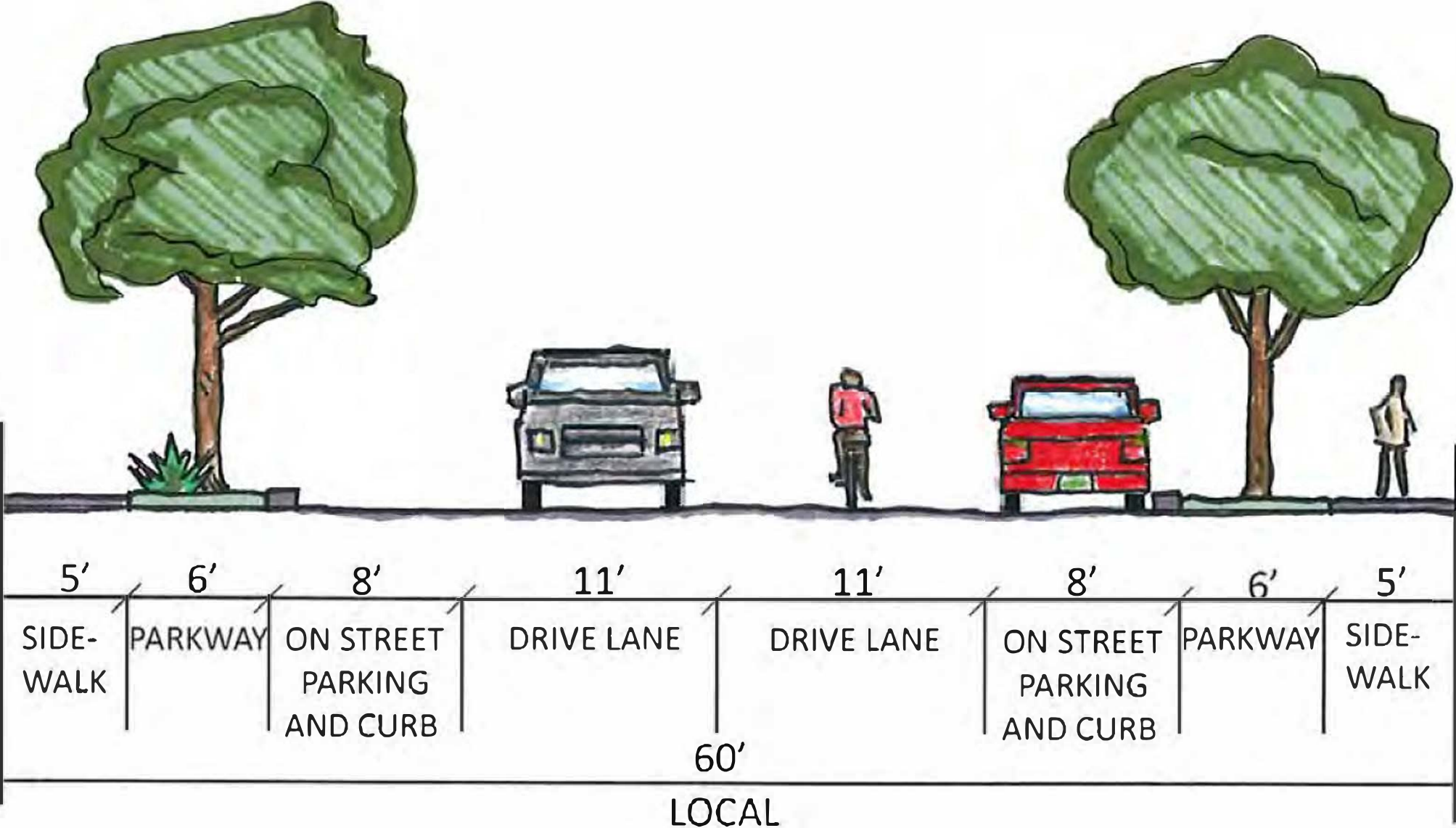
Sincerely;

*Joe DeLuca*

For and on behalf of Crabtree Group, Inc & Arkansas Valley Living, LLC



Figure 10.3  
Preferred Road Design - Local Streets





September 13, 2019

Mr. Glen Van Nimwegen  
Community Development Director  
City of Salida  
448 East 1<sup>st</sup> Street  
Salida, Colorado 80201  
Via email: glen.vannimwegen@cityofsalida.com

[www.jvajva.com](http://www.jvajva.com)

RE: River Ridge Floodplain Administrator Review  
JVA Job# 3121.1c

Dear Glen:

JVA Inc. has reviewed the River Ridge Civil Engineering Plan documents submitted under an email correspondence dated August 28, 2019. The comments below are based on JVA's review of the proposed civil engineering plans and associated documents for conformance with the City of Salida Flood Control Code of Ordinances (Code). JVA will likely have additional comments during future development review permit reviews.

1. We assume that all other reviewing agencies have had opportunity to comment and any required changes to the plans that come from these comments will be made.
2. Provide limits of FEMA regulated floodplain and floodway on all plans, and provide an overall grading and drainage plan that shows regulated floodplain and floodway limits to determine if these civil engineering plans need to be further reviewed by the Floodplain Administration for encroachment into the floodplain. If there is no encroachment into the floodplain, there will be no further Floodplain Administrator comments as part of this review.
3. A Floodplain Development Permit (FDP) through the Special Flood Hazard Area (SHFA) Development Permit is required for any and all development/grading within the SHFA i.e. 100-year floodplain. The FDP shall meet the permit procedures set forth in Section 16-11-150, and contain certified drawings demonstrating:
  - a. Any new residential structures and manufactured homes shall have the lowest floor (including basement), elevated to one (1) foot above the base flood elevation (BFE). Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado Professional Engineer, architect, or land surveyor;
  - b. All new construction shall be designed and adequately anchored to prevent floatation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
  - c. All new construction shall be constructed by methods and practices that minimize flood damage, and with materials resistance to flood damage;
  - d. All new construction shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
  - e. All new water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system; and






- f. All new sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the system, and discharge from the systems into flood water. Sanitary sewer manholes within the floodplain shall be gasketed and locked.
4. Floodway encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed by a licensed Colorado professional engineer and in accordance with standard engineering practice that the proposed encroachment would not result in any increase (requires a no-rise certification) in flood levels within the community during the occurrence of the base flood discharge. (BFE)
5. Applicant may be subject to additional comments upon future review of regulated floodplain and floodway limits.

We look forward to verifying the above comments in a future submittal. Please feel free to reach out to us if you have any comments or questions.

Sincerely,  
JVA, INCORPORATED

By:   
\_\_\_\_\_  
Mark G. Rocheleau, P.E., CFM  
Project Engineer



September 17, 2019

RE: River Ridge Subdivision  
Plan review comments

To: Glen VanNimwegen, Community Development Director

Public Works has completed review of the civil engineering construction plans for River Ridge subdivision, dated August 2019. Comments are as follows:

Plat

1. Describe ownership of parcels including Park Tract and Alleys.
2. Easement at the north end of Lot 8 shall also include 'Access and Drainage Easement.'
3. Drainage easement may be necessary on east side of Lot 23 to address comments pertaining to stormwater discharge.

Construction Plans

1. Provide plans for storm water detention facilities and point discharge BMP's in construction plans in accordance with City of Salida Design Criteria Manual.
2. Review the adjacent plans for the proposed Dutch Run Subdivision and ensure that the standard street section is matched and that horizontal and vertical control are maintained. Coordinate with adjacent developer as necessary.
3. Sheet numbers on street index sheet (SH-2) need corrected.
4. The street details (SH-3) need corrected to match the City of Salida's standard street sections. Insert City of Salida standards detail sheets.
5. Remove the proposed french drains (SH-3, SH-11) behind the curb in the right-of-way and address the stormwater point discharge increase at the Old Stage Road Right-of-Way. The storm drainage shall be adequately conveyed in the Right-of-Way or easements with proper BMP's in place in accordance with Salida's Design Criteria Manual.
6. Provide 15-ft radius at the west side of the Scott St. and River Ridge Lane intersection and terminate vertical curb and gutter with a 6-ft taper (SH-4).
7. Provide 15-ft radius's at the intersection with Illinois Ave. and terminate vertical curb with a 6-ft taper (SH-7).
8. Identify ADA ramps on the opposite side of Old Stage Road at proposed road connections and modify crossings as necessary to ensure conformance with ADA standards and requirements.

9. Sheet numbers on sewer index sheet need corrected.
10. Identify Tie-In Manhole as MH-17D. Note 'Core Drill Existing Manhole and Grout with Non-Shrink Grout.' (SH-14)
11. Identify existing hydrants and valves on the water cover sheet (SH-18).
12. Call-out street names and lot numbers on plan and profile sheets.
13. Water service line to be extended to beyond the property line (SH-19).
14. A plug shall be provided north of the hydrant tee at the intersection of Illinois. The service line shall be located south of the hydrant (SH-22).
15. A hydrant shall be provided at the end of the dead-end line on Scott St. Review the location of hydrant and tee at the intersection of River Ridge Lane and Scott St. (SH-23).
16. It appears that underground electric is proposed between the curb stop and meter pits along Old Stage Road. Revise location of facilities to prevent this conflict (SH-24).

It is requested that the comments be addressed and resubmitted for review.

Sincerely,

A handwritten signature in cursive script that reads "David Lady".

David Lady, P.E.  
City of Salida  
Director of Public Works

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING BEFORE  
THE CITY COUNCIL FOR THE CITY  
OF SALIDA CONCERNING A MAJOR  
SUBDIVISION APPLICATION**

**TO ALL MEMBERS OF THE PUBLIC AND INTERESTED PERSONS: PLEASE TAKE NOTICE** that on October 15, 2019 at or about the hour of 6:00 p.m., a public hearing will be conducted by the City of Salida City Council at City Council Chambers, 448 East First Street, Suite 190, Salida, Colorado on an application submitted by and on behalf of Arkansas River Living, LLC, for 9.06 acres generally located between Old Stage Road (CR 105) north to Illinois Avenue; and the Arkansas River west to Scott Street. The property address is 786 Scott Street.

The applicant wishes to subdivide the property which is zoned R-3, High Density Residential District and R-4, Manufactured Housing Residential District, into approximately 41 lots.

On September 23, 2019 the Planning Commission recommended approval of the Major Subdivision subject to conditions. The recommendation shall be forwarded to the City Council for review at the public hearing.

Interested persons are encouraged to attend the public hearing. Further information on the application may be obtained from the Community Development Department, (719) 530-2631.

Published in The Mountain Mail September 27, 2019



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: October 15, 2019

<b>AGENDA ITEM NO.</b> 6.b.	<b>ORIGINATING DEPARTMENT:</b> Recreation	<b>PRESENTED BY:</b> Mike 'Diesel' Post
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**ITEM:** Resolution 2019-51: a resolution to support the Friends of Salida Skateparks and apply for \$350,000 Local Parks and Recreation Great Outdoors Colorado Trust Funds.

**BACKGROUND:** In recent years, members of the Salida community have identified a new skatepark as a need. Community members formed the Friends of Salida Skateparks (FOSS) to lead an initiative to gain support and build a new skate park. FOSS has held fundraisers and have raised approximately \$25,000 from events and other community organizations. They are asking the City to apply for a \$350,000 GOCO grant (Local Parks and Recreation Trust Fund).

**FISCAL NOTE:** The Department of Parks and Recreation has requested \$400,00 in the capital improvement project budget to combine with \$350,000 GOCO grant funds, \$5000 from Livewell Colorado, \$25,000 from funds raised by FOSS and other matching funds, to build a 16,000 square foot skatepark at approximately \$45/sq. foot for \$720,000 to \$1,000,000.

**STAFF RECOMMENDATION:** Staff recommends that Council approve Resolution 2091-51, supporting the initiate to build a skatepark and apply for a Great Outdoors Colorado Local Parks and Recreation Trust Fund grant.

**SUGGESTED MOTION:** A Council member should make a motion to approve Resolution 2019-51 supporting the initiative to build a skatepark and authorizing staff to apply for the Great Outdoors Colorado Local Parks and Recreation Grant, followed by a second.

Attachments  
Resolution 2019-51

**CITY OF SALIDA, COLORADO**  
**RESOLUTION NO. 51**  
**(Series of 2019)**

**A RESOLUTION FOR AN APPLICATION TO THE GREAT OUTDOORS COLORADO  
LOCAL PARKS AND RECREATION TRUST FUND TO SUPPORT THE  
CONSTRUCTION OF A SKATEPARK.**

**WHEREAS**, the City of Salida supports the funding and construction of a skate park in partnership with Friends of Salida Skateparks (FOSS); and

**WHEREAS**, the City of Salida also supports a Grant Application for a Local Parks and Recreation from the State Board of the Great Outdoors Colorado Trust Fund for a skatepark. And if the grant is awarded, the City of Salida supports the completion of the project; and

**WHEREAS**, the City of Salida has partnered with FOSS to request \$350,000 from Great Outdoors Colorado to help fund the construction of a skatepark; and

**WHEREAS**, the City of Salida strongly supports the completion of the project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA THAT:**

- Section 1: The City Council of the City of Salida strongly supports the application to Great Outdoors Colorado.
- Section 2: If the grant is awarded, the City Council of the City of Salida strongly supports the completion of the project.
- Section 3: The City Council of the City of Salida authorizes the expenditure of funds necessary to meet the terms of the grant awarded for the construction of a skatepark.
- Section 4: The City Council of the City of Salida recognizes that as the recipient of a Great Outdoor Colorado Local Government grant the project site must provide reasonable public access.
- Section 5: If the grant is awarded, the City Council of the City of Salida hereby authorizes the City Administrator to sign the grant agreement with Great Outdoors Colorado.

**RESOLVED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF SALIDA

[SEAL]

\_\_\_\_\_  
Mayor

ATTEST:

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City Clerk/Deputy City Clerk



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: October 15, 2019

<b>AGENDA ITEM NO.</b> 6.c.	<b>ORIGINATING DEPARTMENT:</b> Recreation	<b>PRESENTED BY:</b> Mike 'Diesel' Post
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**ITEM:**

Resolution 2019-52 supporting Mountain Heritage Park (MHP) and to act as the applying agency for a GOCO mini grant in the amount of \$60,000.

**BACKGROUND:**

Representatives of MHP have attended two Council work sessions explaining their vision for the Mountain Heritage Park or Chipeta Mountain Park. Council instructed the representatives to continue developing their ideas and to raise funds. The representatives returned to Council to report progress and to ask the City to apply for a GOCO grant to begin Phase 1 of the park.

The representatives of MHP will work with GARNA to complete the GOCO application.

**FISCAL NOTE:**

Phase 1 of the park will cost \$60,000. The MHP organization has raised \$15,000 in funds and the GOCO grant will cover \$45,000 of the remaining costs of Phase 1. There will be no cost to the City besides possible in-kind labor donation.

**SUGGESTED RECOMMENDATION:**

Staff recommends approving Resolution 2019-52 supporting the Mountain Heritage Park and applying for a GOCO grant.

**SUGGESTED MOTION:**

A Council member should make a motion to approve Resolution 2019-52 supporting Mountain Heritage Parks in their application for a GOCO mini grant, followed by a second.

Attachments

Resolution 2019-52



**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 52  
(Series of 2019)**

**A RESOLUTION SUPPORTING AN APPLICATION TO GREAT OUTDOORS  
COLORADO IN PARTNERSHIP WITH CHIPETA MOUNTAIN PROJECT AND  
GREATER ARKANSAS RIVER NATURE ASSOCIATION FOR DEVELOPMENT OF  
MOUNTAIN HERITAGE PARK**

**WHEREAS**, the City of Salida, as the property owner, supports the funding and development of Mountain Heritage Park (MHP) project in partnership with Chipeta Mountain Project (CMP) and Greater Arkansas River Nature Association (GARNA); and

**WHEREAS**, the City of Salida supports Mountain Heritage Park through a 2020 budget line item for matching funds in the amount of \$22,000 for park infrastructure, site construction labor and construction management; and

**WHEREAS**, the City of Salida also supports a grant application for an LGPR mini-grant from the State Board of the Great Outdoors Colorado Trust Fund for the Mountain Heritage Park. And, if the grant is awarded, the City of Salida supports the completion of the project; and

**WHEREAS**, the City of Salida has partnered with GARNA to request \$45,000 from Great Outdoors Colorado to help fund the Mountain Heritage Park.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA THAT:**

- Section 1: The City Council of the City of Salida strongly supports the application to Great Outdoors Colorado.
- Section 2: If the grant is awarded, the City Council of the City of Salida strongly supports the completion of the project.
- Section 3: The City Council of the City of Salida will enter into a memorandum of understanding with GARNA to confirm the funding necessary to meet the terms and obligations of any grant awarded.
- Section 4: If the grant is awarded, the City Council of the City of Salida hereby authorizes the City Administrator to sign the grant agreement with Great Outdoors Colorado.

**RESOLVED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF SALIDA

[SEAL]

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Mayor

ATTEST:

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City Clerk/Deputy City Clerk

# CITY OF SALIDA/GARNA MEMORANDUM OF UNDERSTANDING

## PROJECT MEMORANDUM OF UNDERSTANDING

(between City of Salida and Greater Arkansas River Nature Association GARNA)

This Memorandum of Understanding (MOU) is made this \_\_\_\_ day of \_\_\_\_\_, 2019 between City of Salida and Greater Arkansas River Nature Association:

### I. Recitals

1. City of Salida has applied for and received a grant from Great Outdoors Colorado, (GOCO) for the Mountain Heritage Park Project on Tenderfoot Mountain in Salida, Colorado;

2. GARNA is an ineligible recipient of the grant and the parties intend by this MOU for the City to be the conduit through which GARNA will receive the benefit of the grant. GARNA is working in partnership through an MOU with Chipeta Mountain Project to develop Mountain Heritage Park;

3. The Grant Agreement is attached to this MOU as exhibit "A";

4. GARNA intends to bind itself to the City for all of the City's obligations stated in the Grant Agreement;

### II. Understanding between the Parties

5. The City will use its best efforts to fulfill all the conditions precedent to obtain the grant stated in the Grant Agreement. GARNA will cooperate with the City and provide all documents necessary for the City to fulfill the conditions precedent. GARNA further assumes all other City liabilities, and binds itself to the City for all the City's obligations to GOCO, contained in the Grant Agreement.

6. The City does not assume any obligation to GARNA to construct, operate, or maintain the improvements contemplated by the grant.

7. Unless a claim by GOCO arises out of the negligence or other wrongful act of the City, GARNA shall be responsible to the City for any claim under the Grant Agreement, in the same manner and extent as the City may be responsible to GOCO.

8. The City will operate and maintain the improvements contemplated by the Grant Agreement, in accordance with established City policy for park maintenance.

9. At the City's discretion, it will allow an annual volunteer clean up of the park site organized through Chipeta Mountain Project and its non-profit community partners to help the City with its maintenance obligations.

CITY OF SALIDA/GARNA MEMORANDUM OF UNDERSTANDING

10. By executing this MOU the parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.

11. This MOU does not create any rights in any individual not a party to this document.

12. The City intends to grant to GARNA a limited license in, and right of entry to, the property described in Ex. "B" for the purposes stated in the Grant Agreement, Ex. "A", and for no other purpose. Such license and right of entry shall be exercised only in the event the City has failed to comply with the requirements of the Grant Agreement and shall include all rights reasonably necessary, as determined by the City, for GARNA to enter upon the property and perform its obligations to GOCO under the Grant Agreement. This license and right of entry further includes the right to enter upon the property with any equipment or vehicles.

ATTEST:

\_\_\_\_\_  
GARNA DIRECTOR

\_\_\_\_\_  
[Title]

By:\_\_\_\_\_  
[Title]

ATTEST:

CITY OF SALIDA  
CLERK OF THE CITY \_\_\_\_\_

\_\_\_\_\_  
[Title]

By:\_\_\_\_\_  
[Title]

**CITY OF SALIDA, COLORADO**  
**RESOLUTION NO. 53**  
**(Series of 2019)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,  
SUPPORTING MEASURE 5A – ANNEXATION INTO THE COLORADO MOUNTAIN  
COLLEGE DISTRICT**

**WHEREAS**, The City of Salida has a vested interest in the cultivation and enrichment of its citizens young and old through continuing education, concurrent enrollment, and community engagement; and

**WHEREAS**, The Board of Education for Salida Public School District R-32-J has petitioned for the District to annex into the Colorado Mountain College district; and

**WHEREAS**, The Board of Trustees of Colorado Mountain College has agreed to place a ballot initiative to allow Salida Public School District R-32-J to annex into the Colorado Mountain College district; and

**WHEREAS**, The November 5, 2019, regular election ballot will include Ballot Measure 5A, which would annex Salida Public School District R-32-J into the Colorado Mountain College district; and

**WHEREAS**, The greater Salida community must encourage and cultivate its workforce of the future by providing quality education options that are accessible to all Salida residents, including concurrent enrollment for high school students as well as certificate programs, associate's degrees, apprenticeship programs, and a variety of other credentials to meet the needs of a growing and prosperous community;

**WHEREAS**, The financial cost burden of post-secondary education for students and families has a significant impact on the long-term success of students, and the Colorado Mountain College provides education at one of the lowest costs of any institution of higher learning in the United States; and

**WHEREAS**, The Salida City Council desires to have options for students of all ages to pursue continuing education in a variety of forms in a manner that gives them the highest chance of success, and the proposed Ballot Measure 5A provides the best opportunity for workforce development and continuing education available to residents of the City of Salida, Chaffee County, and the Upper Arkansas region.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALIDA COLORADO, THAT:**

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The City Council hereby supports Measure 5A, annexing the Salida Public School District R-32-J into the Colorado Mountain College District, and recommends a "yes" vote on the Measure in the upcoming November 5, 2019 regular election ballot.

RESOLVED, APPROVED, AND ADOPTED this 15<sup>th</sup> day of October, 2019.

CITY OF SALIDA, COLORADO

By \_\_\_\_\_  
**P.T. Wood, Mayor**

[SEAL]

**ATTEST:**

\_\_\_\_\_  
City Clerk/Deputy City Clerk



## REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 15, 2019

<b>AGENDA ITEM NO.</b> 6.e.	<b>ORIGINATING DEPARTMENT:</b> Administration	<b>PRESENTED BY:</b> Drew Nelson
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### **ITEM:**

Resolution 2019-54 – Approving a Buyer’s Settlement Statement and Quit Claim Deed for the Purchase 64.43 Acres from the Union Pacific Railroad, Authorizing the Expenditure of Funds in the Amount of \$222,539.79, and Authorizing the Mayor to Execute the Closing for Property in the Arkansas Hills Area.

### **BACKGROUND:**

Resolution 2019-43, approved unanimously by the City Council on August 20, 2019, approved a Letter of Understanding with Union Pacific Railroad to purchase 67.28 acres of open space property in the Arkansas Hills area. As noted at the time, staff continued to work with UPRR to determine the exact boundary alignment to avoid limestone piles adjacent to the Colorado Lime Company facility. The proposed boundary line has since shifted slightly to the north, creating a slightly smaller parcel of 64.43 acres while avoiding the limestone piles (see attached draft survey).

Per the terms of the Letter of Understanding, the City has performed diligence in the form of title commitment (attached). The commitment did not indicate any liens or encumbrances of concern; however, it should be noted that the acquisition is an “as-is” purchase.

The Phase I environmental report did not identify any concerns on the property for contamination; however, property adjacent to the site exhibited evidence of mining activity. The Phase I report stated that the debris left behind by the mining operation did not appear to be a detriment to the anticipated recreational use of the property. Now that the property boundary is further away from the Colorado Lime facility, there is an additional distance buffer from any potential environmental concerns. Further, any potential improvements on the property to be acquired are anticipated to consist of minimal trails and other surface features that would necessitate slight disturbance.

The Quit Claim Deed is attached for your information. As noted as part of the consideration of Resolution 2019-43, the property will be subject to a deed restriction that limits use to recreational open space purposes. The deed restriction is not dissimilar to other restrictions on property owned by the City in the Arkansas Hills complex, and fits in appropriately with the adjacent uses of property in the area (notably Tenderfoot Mountain and the Arkansas Hills Trail System). The purchase will provide continuity between two properties already owned by the City and will further provide ridgeline protection from any development visible from downtown Salida.



## REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 15, 2019

<b>AGENDA ITEM NO.</b> 6.e.	<b>ORIGINATING DEPARTMENT:</b> Administration	<b>PRESENTED BY:</b> Drew Nelson
--------------------------------	--	-------------------------------------

**FISCAL NOTE:**

With the reduction in overall area of approximately 3 acres, the purchase price of \$3,500 per acre is now proposed at \$225,505, a reduction of \$9,975 in purchase price. With closing costs, the total City of Salida expenditure per the Settlement Statement is \$222,539.79. It should be noted that UPRR was willing to provide a seller's credit of \$1,000 to reimburse the City for some additional survey work that was done to finalize the boundary adjacent to Colorado Lime.

As noted in the previous staff report, the City currently holds approximately \$214,005.76 in fee-in-lieu of open space funds within the General Fund. The remaining \$12,807.80 can be allocated from the Conservation Trust Fund. The CTF had an audited fund balance of \$191,821 as of December 31, 2018.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 2019-54 approving a Buyer's Settlement Statement and Quit Claim Deed for the purchase of 64.43 acres from the Union Pacific Railroad. Further, staff recommends the expenditure of funds in the amount of 222,539.79. Finally, staff recommends that the City Council authorize the Mayor to complete the execution of closing on the transaction via his signature of all necessary closing documents.

**SUGGESTED MOTIONS:**

A City Councilperson should make a motion to approve Resolution 2019-54 – Approving a Buyers Settlement Statement and Quit Claim Deed for the purchase of 64.43 acres from the Union Pacific Railroad in the Arkansas Hills area, followed by a second and a roll call vote.



**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 54  
(Series of 2019)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,  
APPROVING A BUYER'S SETTLEMENT STATEMENT AND QUIT CLAIM DEED FOR THE  
PURCHASE OF 64.43 ACRES FROM THE UNION PACIFIC RAILROAD, AUTHORIZING  
THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$222,539.79, AND AUTHORIZING  
THE MAYOR TO EXECUTE THE CLOSING FOR PROPERTY IN THE ARKANSAS HILLS  
AREA**

**WHEREAS**, The City of Salida has been acquiring property in the Arkansas Hills area for the purpose of expanding recreational opportunities in and around the City of Salida for residents and guests; and

**WHEREAS**, The City and the Union Pacific Railroad would like to continue the process of land acquisition for purposes of recreation, open space, view corridor protection, and acquiring community assets and infrastructure for the public; and

**WHEREAS**, the City desires to compensate Union Pacific Railroad the sum of \$222,539.79 for the property identified in Exhibit A, approximately 64.43 acres in size, subject to the terms and conditions of the Quit Claim Deed to be executed by the parties.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALIDA COLORADO, THAT:**

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Buyer's Settlement Statement, Quit Claim Deed, and expenditure of \$222,539.79 are hereby approved, and the Mayor is authorized to sign all documents to execute the closing on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 15<sup>th</sup> day of October, 2019.

CITY OF SALIDA, COLORADO

By \_\_\_\_\_  
**P.T. Wood, Mayor**

[SEAL]

**ATTEST:**

\_\_\_\_\_  
City Clerk/Deputy City Clerk

# Buyer's Settlement Statement

Central Colorado Title & Escrow  
 1055 East Highway 50  
 Salida, CO 81201  
 Phone: (719)539-1001 Fax: (719)539-1661

**Settlement Date:** 10/17/2019  
**Escrow officer/Closer:** Gwen Allen  
**Order Number:** 19-09708  
**Buyer:** City of Salida, a Colorado municipal corporation  
 448 East 1st Street  
 Suite #112  
 Salida, CO 81201  
**Seller:** Union Pacific Railroad Company, a Delaware corporation  
 1400 Douglas Street  
 Stop 1690  
 Omaha, NE 68179  
**Property location:** Land Arkansas Hills  
 Salida, CO 81201

	<b>Buyer</b>	
	<b>Debit</b>	<b>Credit</b>
<b>Financial Consideration</b>		
Sale Price of Property	225,505.00	
Seller Credit Towards Survey		1,000.00
<b>Prorations/Adjustments</b>		
County Taxes 01/01/19 - 10/17/19		3,793.93
<b>Escrow/Title Charges</b>		
Closing Fee to Central Colorado Title & Escrow	250.00	
Tax Certificates (2) to Central Colorado Title & Escrow	20.00	
Owner's Title Insurance to Central Colorado Title & Escrow Coverage: 225,505.00 Premium: 950.00 Version: ALTA Owners Policy (06/17/06)	950.00	
<b>Recording Charges</b>		
Recording Fees to Central Colorado Title-Recording	43.00	
E - Record to Central Colorado Title-Recording	10.00	
Record Cert Auth to Central Colorado Title-Recording	13.00	
Transfer Tax to Central Colorado Title-Recording	22.56	
<b>Subtotals</b>	226,813.56	4,793.93
<b>Balance Due FROM Buyer</b>		222,019.63
<b>TOTALS</b>	<b>226,813.56</b>	<b>226,813.56</b>

Buyer

City of Salida, a Colorado municipal corporation

BY: \_\_\_\_\_  
 P.T. Wood  
 Mayor

\_\_\_\_\_  
 Central Colorado Title & Escrow  
 Settlement Agent



**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

City of Salida  
448 East 1<sup>st</sup> Street, Suite 122  
Salida, Colorado 81201

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*(Space Above For Recorder's Use Only)*

2788-54

**QUITCLAIM DEED**

**UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Union Pacific Railroad Company, a Utah corporation, successor in interest through merger with The Denver and Rio Grande Western Railroad Company, a Delaware corporation) ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **CITY OF SALIDA**, a Colorado municipal corporation ("Grantee"), whose address is 448 East 1<sup>st</sup> Street, Suite 122, Salida, Colorado 81201, and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate ("Property") situated in Chaffee County, State of Colorado, as more particularly described in **Exhibit A**, attached hereto and made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual rights to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors and assigns.

It is expressly understood that the subjacent support of the Property may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the quitclaiming of the Property is upon the condition that Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions, which Grantee, by the acceptance of this Quitclaim Deed, shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Landlocked Parcel. Grantee acknowledges that the Property is landlocked and has no access to a public roadway. Grantee further acknowledges that Grantor does not convey any express or implied easement to Grantee for access across any lands or rights of way of Grantor ("Grantor's Property"). Any access to the Property must be secured by Grantee across lands or rights of way owned by persons or entities other than Grantor. Accordingly, Grantor hereby declares that the Property is subject to the following covenant and restriction:

Grantee, its successors or assigns, shall not seek or claim any access to the Property across Grantor's Property from Grantor, its successors and assigns, or from any state or federal entity or body or court that may have jurisdiction. This restriction and covenant will run with the land and bind Grantee, its successors and assigns, and benefit Grantor, its successors and assigns. Grantor is entitled to initiate proceedings at law or in equity against any person(s) who breaches this restriction and covenant, and to collect from the breaching party damages, attorney fees and costs.

(b) Railroad Proximity.

(i) Grantee acknowledges that the property abutting the Southerly and Westerly boundary lines of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(ii) Grantee shall not, and hereby waives all rights to, (A) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (B) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(iii) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.

(c) Restriction on Use. Grantee, its successors and assigns, may use the Property for recreational open space purposes only, and for no other purposes whatsoever. Without limitation of the foregoing, the Property must not be used for (i) public roadways or streets of any kind, (ii) industrial, office, and retail-oriented commercial business (for example, shopping center, restaurant) purposes, (iii) residential purposes, (iv) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (v) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

(d) Drainage. In addition to the requirements of applicable law, Grantee in its use and development of the Property, shall be prohibited from modifying the surface of the Property in a manner that modifies the flow of water drainage on or off the

Property, unless Grantee first provides Grantor with the plans for Grantee's development, for Grantor's prior review and approval. In no event shall any modifications of the surface of the Property increase the flow of water onto Grantor's adjacent property or impede the flow of water from Grantor's adjacent property to the Property. In the event Grantee desires to or is required by any governmental agency to modify the flow of water drainage or alter any drainage facilities, all such modifications shall be subject to the prior written approval by Grantor, which shall not be unreasonably withheld, conditioned or delayed. Grantee agrees to indemnify and hold harmless Grantor and its affiliates, their officers, agents, employees, successors or assigns (the "Indemnitees"), against and from any and all liability (including, without limitation, strict liability of any of the Indemnitees), loss, damage (including, without limitation, consequential or punitive damages), claims, demands, actions, causes of action, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from personal injury to or death of persons whomsoever, or damage to or loss or destruction of Grantor's property whatsoever, when such personal injury, death, loss, destruction or damage, howsoever caused, grows out of or arises from the development by Grantee of the Property which may have affected the flow of water drainage onto Grantor's adjacent property.

The foregoing and following covenants, conditions and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee, and the benefits of which will inure to the successors and assigns of Grantor. A breach of the foregoing and following covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

**Environmental Covenants:**

(a) **"As Is" Sale.** Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Grantee acknowledges and agrees that any information Grantee may have received from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) was furnished on the condition that Grantee would make an independent verification of the accuracy of the information. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

(b) **Release and Indemnity.** GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS,

OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.

*(Remainder of page intentionally left blank.)*





Grantee hereby accepts this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF SALIDA,  
a Colorado municipal corporation**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF COLORADO    )**  
  **) ss.**  
**COUNTY OF CHAFFEE    )**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, \_\_\_\_\_ of CITY OF SALIDA, a Colorado municipal corporation, on behalf of the entity.

WITNESS my hand and official seal.

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

(Seal)

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY  
(TO BE ATTACHED)**

## EXHIBIT A

### LEGAL DESCRIPTION OF A TRACT OF LAND

A TRACT OF LAND LOCATED WITHIN PORTIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 50 NORTH, RANGE 9 EAST AND THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/16<sup>TH</sup> CORNER BETWEEN SAID SECTIONS 33 AND 4, BEING MARKED BY A 2" ALUMINUM CAP STAMPED LS 28921, FROM WHENCE THE ¼ CORNER BETWEEN SAID SECTIONS 33 AND 4, BEING MARKED BY A 2" ALUMINUM CAP STAMPED LS 28921, BEARS NORTH 89°46'42" EAST, A DISTANCE OF 1279.50 FEET;

THENCE NORTH 00°11'16" EAST, ALONG THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 1326.39 FEET TO THE SOUTHWEST 1/16<sup>TH</sup> CORNER OF SECTION 33, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 37937;

THENCE SOUTH 89°50'28" WEST, ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 1292.55 FEET TO THE SOUTH 1/16<sup>TH</sup> CORNER BETWEEN SECTIONS 33 AND 32, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 37937;

THENCE SOUTH 00°23'00" EAST, ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 57.90 FEET;

THENCE NORTH 71°51'29" WEST, A DISTANCE OF 336.89 FEET;

THENCE SOUTH 51°27'58" EAST, A DISTANCE OF 1869.30 FEET;

THENCE SOUTH 12°59'47" EAST, A DISTANCE OF 211.06 FEET;

THENCE SOUTH 02°30'23" WEST, A DISTANCE OF 173.84 FEET;

THENCE SOUTH 15°33'27" EAST, A DISTANCE OF 277.90 FEET;

THENCE SOUTH 25°24'03" EAST, A DISTANCE OF 151.09 FEET;

THENCE SOUTH 34°38'40" EAST, A DISTANCE OF 116.16 FEET;

THENCE SOUTH 13°39'56" EAST, A DISTANCE OF 58.82 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD, BEING 100.00 FEET FROM THE RAILROAD CENTERLINE;

THENCE ALONG SAID RAILROAD RIGHT-OF-WAY, SOUTHEASTERLY AND DEFLECTING TO THE RIGHT, A DISTANCE OF 1487.51 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 2430.00 FEET, A DELTA ANGLE OF 35°04'24", A CHORD BEARING OF SOUTH 31°26'30" EAST AND A CHORD LENGTH OF 1464.40 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4;

THENCE SOUTH 89°48'18" EAST, ALONG THE SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 403.48 FEET TO THE CENTER-SOUTH-NORTH 1/64<sup>TH</sup> CORNER, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 37937;

THENCE NORTH 00°02'13" WEST, ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 1986.69 FEET TO THE SAID ¼ CORNER BETWEEN SECTIONS 33 AND 4;

THENCE SOUTH 89°46'42" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1279.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 64.43 ACRES.

PREPARED BY:

 **LANDMARK**  
SURVEYING & MAPPING  
SYDNEY A. SCHIEREN, PLS 37937  
PO BOX 668  
SALIDA, COLORADO 81201



September 9, 2019  
Folder 2788-54

VIA ELECTRONIC MAIL  
[drew.nelson@cityofsalida.com](mailto:drew.nelson@cityofsalida.com)

Mr. Drew Nelson  
City of Salida  
448 East First Street  
Suite 122  
Salida, CO 81201

RE: First Amendment to Letter of Understanding dated July 16, 2019 between Union Pacific Railroad Company and City of Salida ("Agreement")

Dear Mr. Nelson:

This letter will serve as the First Amendment to the Agreement reflecting a change in the Property Area, Exhibit A Print and Sale Price due to the results of the recent Survey completed by Landmark Surveying & Mapping. Therefore, Articles 1 and 2 of the Agreement have been amended as follows to reflect the aforementioned changes:

1. Article 1 of the Agreement ("Description of Property") is revised in its entirety to read as follows:

The Property is **64.43 acres** as shown on the print dated **September 9, 2019** attached hereto as **Exhibit A** and made a part hereof. The legal description of the Property will be determined by a Survey ("Survey"), which Survey will be at the sole cost and expense of Buyer. The Survey will depict all facilities affecting the Property.

2. Article 2 of the Agreement ("Sale Price") is revised in its entirety to read as follows:

A. The sale price ("Sale Price") for the Property shall be **Two Hundred Twenty Five Thousand Five Hundred Five and 00/100 Dollars (\$225,505.00)**.

B. The Sale Price is computed as follows:

$$64.43 \text{ acres} \times \$3,500 \text{ per acre} = \$225,505.00$$

3. Except as herein amended, all terms and conditions of the Agreements remain unchanged.

If you agree with the foregoing revisions of the terms and conditions of the Agreement, please indicate your acceptance by signing in the acceptance space below and returning one copy to Mr. Larsen via email at [galarsen@up.com](mailto:galarsen@up.com). If you have questions, please call Mr. Larsen at (402) 544-8552.

Sincerely,

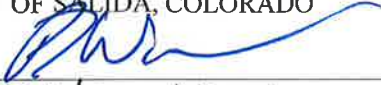


Rod S. Carroll  
General Director - Real Estate

ACCEPTED AND AGREED THIS 19th DAY OF SEPTEMBER, 2019

CITY OF SALIDA, COLORADO

By:



Its: P.T. Wood, Mayor



**LEGEND:**

SALE AREA ..... 

UPRRCO. R/W OUTLINED ..... 

TOTAL SALE AREA = 64.43 ACRES +/-

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

**UNION PACIFIC RAILROAD COMPANY**

SALIDA, CHAFFEE COUNTY, COLORADO

M.P. 214.3 TO 215.1 - TENNESSEE PASS SUB.

MAP DRGW V-7A / 1

SCALE: 1" = 500'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 9-9-2019

PJB FILE: 0278854

CADD FILENAME	0278854
SCAN FILENAME	COV7A1-278854.TIF

# Invoice

**Remit payment to:**

Central Colorado Title & Escrow  
1055 East Highway 50  
Salida, CO 81201

---

**Billed to:**

Central Colorado Title & Escrow  
1055 East Highway 50  
Salida, CO 81201

**Invoice number:** 19-09708  
**Invoice date:** September 27, 2019  
**Please pay before:**  
**Our file number:** 19-09708  
**Your reference number:** UNION PACIFIC/CITY OF SALIDA/

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**Property:**

Land Arkansas Hills  
Salida, CO 81201  
Chaffee County

**Brief legal:** PT 32 and 33-50-9  
PT 4-49-9

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DESCRIPTION	AMOUNT
Owner's Policy (Coverage \$225,505.00)	950.00
Tax Certificates (2)	20.00
	<hr/>
<b>Invoice total amount due:</b>	<b>\$ 970.00</b>

---

THIS INVOICE IS FOR INFORMATIONAL PURPOSES ONLY. THESE ITEMS WILL BE COLLECTED AT CLOSING FROM BUYER OR SELLER DEPENDING ON THE TERMS OF THE EXECUTED PURCHASE CONTRACT.



 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

**COMMITMENT FOR TITLE INSURANCE**

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

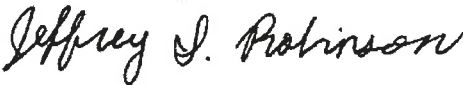
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary



**Central Colorado Title & Escrow**  
1055 East Hwy 50  
Salida, CO 81201  
719.539.1001  
719.539.1661 Fax  
[www.centralcoloradotitle.com](http://www.centralcoloradotitle.com)

*A Policy-Issuing Agent of First American Title Insurance Company*

If this jacket was created electronically, it constitutes an original document.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**NOTE: Pursuant to CRS 10-11-123, notice is hereby given:**

**This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.**

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

**NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:**

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. The Company must receive payment of the appropriate premium.**
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

**No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.**

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

**NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.**

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.



## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.


**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

**Transaction Identification Data for reference only:**

Issuing Agent: Brett Eakins	Issuing Office: Central Colorado Title & Escrow
Issuing Office's ALTA® Registry ID: 1076574	Loan ID No.:
Commitment No.: 19-09708	Issuing Office File No.: 19-09708
Property Address: Land Arkansas Hills, Salida, CO 81201	

**SCHEDULE A**

1. Commitment Date: September 24, 2019 at 07:45 AM
2. Policy or Policies to be issued:
  - (a)  ALTA Owners Policy (06/17/06)  
Proposed Insured: City of Salida, a Colorado municipal corporation  
Proposed Policy Amount: \$225,505.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
Union Pacific Railroad Company, a Delaware corporation
5. The Land is described as follows:  
SEE SCHEDULE C ATTACHED HERETO

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	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	

Commitment No: 19-09708

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. Evidence that all assessments for common expenses, if any, have been paid.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company
8. Warranty Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured, Schedule A, Item 2A.
9. Please be advised that our search did not disclose any open Deeds of Trust of Record. If you have knowledge of an outstanding obligation, please contact us immediately for further review prior to closing.
10. Recorded Statement of Authority signed by the officer(s) of Union Pacific Railroad Company, a Delaware corporation, authorized to transact business on behalf of the corporation.
11. Resolution issued by the City Council for City of Salida, a Colorado municipal corporation, authorizing the proposed transaction.
12. Upon receipt of fully executed purchase contract, fill title commitment order, and/or closing instructions concerning subject property, the company reserves the right to set forth additional requirements and/or exceptions as may be necessary based on the specific terms of the contemplated transaction.

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<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 19-09708

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Note: Exception number 5. will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Court and also subject to the right of the proprietor of a

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<h2>Schedule BI &amp; BII (Cont.)</h2>	


vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, in U.S. Patent issued February 12, 1881 and recorded August 3, 1881 in [Book 19 at Page 125](#).

10. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Court and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, in U.S. Patent issued January 20, 1882 and recorded March 4, 1882 in [Book 23 at Page 139](#).
11. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Court and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, in U.S. Patent issued March 20, 1882 and recorded July 25, 1882 in [Book 23 at Page 528](#).
12. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent issued February 12, 1881 and recorded August 4, 1881 in [Book 19 at Page 129](#).
13. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent issued February 12, 1881 and recorded August 4, 1881 in [Book 19 at Page 130](#).
14. Right of Way for Transmission Line to Sangre de Cristo Electric Association, Inc., recorded November 6, 1973 in [Book 387 at Page 413](#) as such may affect the NE 1/4 of the SE 1/4 of Section 32 of subject property.
15. NOTE: The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:
  - a) [Mountain Bell Telephone Company - filed October 2, 1981, Reception No. 211211;](#)
  - b) [Public Service Company of Colorado - filed November 2, 1981, Reception No. 211929;](#)
  - c) [Western Slope Gas Company - December 11, 1981, Reception No. 212569 and filed May 24, 1985, Reception No. 234357; \(Company name amended to "Western Gas Supply Company" by certificates recorded June 27, 1988 in Book 497 at Page 103\); merged with Public Service Company of Colorado per instrument recorded January 25,](#)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	

[1993 in Book 531 at Page 694.](#)

[d\) Greeley Gas Company - filed November 18, 1981, at Reception No. 212196.](#)

[e\) Letter from Utility Notification Center of Colorado disclosing local facilities access through "One Call System" recorded September 14, 1988 in Book 498 at Page 950.](#)

16. Rights of way for any county roads.
17. Any existing leases or tenancies.
18. Exception and reservation of all minerals and all mineral rights, and subject to the terms, conditions, covenants and restrictions as specifically set forth in Quit Claim Deed recorded \_\_\_\_\_.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule C</b>	

File No.: 19-09708

The Land referred to herein below is situated in the County of Chaffee, State of Colorado, and is described as follows:

A TRACT OF LAND LOCATED WITHIN PORTIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 50 NORTH, RANGE 9 EAST AND THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/16TH CORNER BETWEEN SAID SECTIONS 33 AND 4, BEING MARKED BY A 2" ALUMINUM CAP STAMPED LS 28921, FROM WHENCE THE ¼ CORNER BETWEEN SAID SECTIONS 33 AND 4, BEING MARKED BY A 2" ALUMINUM CAP STAMPED LS 28921, BEARS NORTH 89°46'42" EAST, A DISTANCE OF 1279.50 FEET;

THENCE NORTH 00°11'16" EAST, ALONG THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 1326.39 FEET TO THE SOUTHWEST 1/16TH CORNER OF SECTION 33, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 37937;

THENCE SOUTH 89°50'28" WEST, ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 1292.55 FEET TO THE SOUTH 1/16TH CORNER BETWEEN SECTIONS 33 AND 32, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 37937;

THENCE SOUTH 00°23'00" EAST, ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 57.90 FEET;

THENCE NORTH 71°51'29" WEST, A DISTANCE OF 336.89 FEET;

THENCE SOUTH 51°27'58" EAST, A DISTANCE OF 1869.30 FEET;

THENCE SOUTH 12°59'47" EAST, A DISTANCE OF 211.06 FEET;

THENCE SOUTH 02°30'23" WEST, A DISTANCE OF 173.84 FEET;

THENCE SOUTH 15°33'27" EAST, A DISTANCE OF 277.90 FEET;

THENCE SOUTH 25°24'03" EAST, A DISTANCE OF 151.09 FEET;

THENCE SOUTH 34°38'40" EAST, A DISTANCE OF 116.16 FEET;

THENCE SOUTH 13°39'56" EAST, A DISTANCE OF 58.82 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD, BEING 100.00 FEET FROM THE RAILROAD CENTERLINE;

THENCE ALONG SAID RAILROAD RIGHT-OF-WAY, SOUTHEASTERLY AND DEFLECTING TO THE RIGHT, A DISTANCE OF 1487.51 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 2430.00 FEET, A DELTA ANGLE OF 35°04'24", A CHORD BEARING OF SOUTH 31°26'30" EAST AND A CHORD LENGTH OF 1464.40 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4;

**EXHIBIT A**

(Continued)

THENCE SOUTH 89°48'18" EAST, ALONG THE SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 403.48 FEET TO THE CENTERSOUTH-NORTH 1/64TH CORNER, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 37937;

THENCE NORTH 00°02'13" WEST, ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 1986.69 FEET TO THE SAID ¼ CORNER BETWEEN SECTIONS 33 AND 4;

THENCE SOUTH 89°46'42" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1279.50 FEET TO THE POINT OF BEGINNING.

By the President R. B. Hays By W. A. Crook recording  
 Recorded Vol 1 page 8  
 S. W. Clark Recorder of the  
 General Land Office

Recorded August 4<sup>th</sup> 1881 at 7 o'clock A.M.

James H. Johnston Recorder  
 W. M. Keller Deputy

The United States of America  
 To all to whom these presents shall come Greeting  
 Homestead Certificate No 163  
 application 28 } Whereas there has been  
 deposited in the General Land Office of the  
 United States a certificate of the Register of  
 the Land Office at Lake City Colorado whereby  
 it appears that pursuant to the act of Congress  
 approved 20<sup>th</sup> May 1862 To secure Homesteads  
 to actual settlers on the public Domain  
 and the acts supplemental thereto the claim of  
 Luther S. Baker has been established and  
 duly consummated in conformity to law for  
 the South Half of the South east Quarter of  
 Section Thirty Two in Township fifty North  
 of Range nine East of New Mexico Mer-  
 idian in Colorado containing eighty acres  
 according to the official Plat of the Survey of  
 the Land returned to the General Land  
 Office by the Surveyor General  
 Word thereof that there is therefore granted  
 by the United States unto the said Luther  
 S. Baker the tract of land above described  
 to have and to hold the said tract of Land  
 with the appurtenances thereof unto the said  
 Luther S. Baker and to his heirs and assign-  
 es forever subject to any vested and accord  
 water rights for mining agricultural man-  
 ufacturing or other purposes and rights to  
 ditches and reservoirs used in connection  
 with such water rights as may be recognized  
 and acknowledged by the local Customs Laws  
 and decisions of courts and also subject  
 to the right of the proprietors of a vein or  
 Lode to extract and remove his ore there-  
 from should the same be found to permeate

or interest the premises hereby granted as provided by law

In Testimony whereof I Rutherford B. Hayes President of the United States of America have caused these Letters to be made Patent and the seal of the General Land Office to be hereunto affixed

Given under my hand at the City of Washington the twelfth day of February in the year of our Lord one thousand Eight hundred and Eighty one and of the Independence of the United States the one hundred and fifth

By the President R. B. Hayes

by W. H. Cross Secretary

Recorded Vol 1 Page 9

S. W. Clark Recorder of the General Land Office

Land Office  
real

Recorded Aug 4<sup>th</sup> 1881 at 7 o'clock AM

James Johnston Recorder  
by M. H. Keel 1079 Deputy

W. W. Butler

To

Charles M. Sharpe

Mining Deed

This Indenture made this Third (3<sup>rd</sup>) day of August in the year of our Lord eighteen hundred and Eighty One. Citizens W. W. Butler of the County of Chaffee and State of Colorado of the first part and Charles M. Sharpe of the County of Chaffee and State of Colorado of the second part: Witnesseth that the said party of the first part for and in consideration of the sum of Five Hundred Dollars lawful money of the United States of America to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged has granted, bargained, sold, remise, released and forever quit-claimed, and by these presents does grant, bargain, sell remise, release and forever quit-claim unto the said party of the second part and to his heirs and assigns, the following mining interests to wit: an undivided one fourth (1/4) interest in and to each of the "Chicago Boy" and "Wild Irish Boy" Mining Claims or Lode more particularly described by location Certificate recorded in Book 10 Page 425 of the Pre-emption records of said County & State, also an undivided one fourth (1/4) interest in and to the "Sharpe's Bonanza" mine or lode for a better description of which see page 424 Book 10 of the Pre-emption records of said County and State, also an undivided one sixth (1/6) interest in and to the "Frankie" Mining Claim or lode which is fully described on page 86 of Book 15 of the Pre-emption records of said County and State, also an undivided one third interest in and to each

writing was on the — day of — 7 5 188 — duly  
by Deput in this office and as recorded  
records of this office in Book — at Page —

In witness whereof I have hereunto  
set my hand and affixed the seal  
of said Court at — the day — 7 5 188 —

— Recorder  
— Deputy

dated March 4<sup>th</sup> 1882 at 10.15.0 clock A.M.

James M. Johnston Recorder  
J. M. Kellogg Deputy

23. 139

The United States of America  
all whom these presents shall come greeting:

Aspicite }  
V 17 } Whereas Robert N Scott of Chaffee  
County Colorado has deposited in the Gen-  
eral Land Office of the United States a certificate  
of the Register of the Land Office at Lake City  
Colorado whereby it appears that full pay-  
ment has been made by the said Robert N  
Scott according to the provisions of the act  
of Congress of the 24<sup>th</sup> — of April 1820 entitled  
An act making further provision for the sale  
of the Public Lands and the acts supplemental  
thereto for the North west quarter of the South west  
quarter the West half of the North west quarter  
and the South East quarter of the North west  
quarter of section four in Township forty  
Nine North of range nine East of New Mexico  
Meridian in Colorado containing one hun-  
dred and fifty nine acres and twenty seven  
hundredths of an acre according to the official  
plat of the Survey of the said Lands returned  
to the General Land Office by the Surveyor Gen-  
eral Wick said tract has been purchased by  
the said Robert N Scott

Now Know ye That the United States of America  
in Consideration of the premises and in con-  
formity with the several acts of Congress in such  
case made and provided have given and  
granted and by these presents do give and  
grant unto the said Robert N Scott  
and to his heirs the said tract above de-  
scribed To have and to hold the same



Book 23  
Page 140

together with all the rights privileges Incomunities and appurtenances of whatsoever nature thereunto belonging unto the said Robert N. Scott and to his heirs and assigns forever Subject to any vested and ademed water rights for mining agricultural manufacturing or other purposes and rights to ditches and Reservoirs used in connection with such water rights as may be recognized and acknowledged by the local Customs Cases and Decisions of Courts and also subject to the right of the Proprietor of a vein or lode to Extract and remove his ore therefrom Should the same be found to penetrate or intersect the premises hereby granted as provided by Law.

In Testimony Whereof I Chester A Arthur President of the United States of America have caused these letters to be made Patent and the seal of the General Land office to be hereunto affixed.

Given under my hand at the City of Washington the Twentieth day of January in the year of our Lord one thousand eight hundred and Eighty two and of the Independence of the United States the one hundred and Sixty

By the President Chester A Arthur by W<sup>m</sup> H. Crook  
Secretary  
Land Office  
Seal

Recorded Vol 1 Page 46. S. W. Clark Recorder of the General Land office

Recorded March 4<sup>th</sup> 1882 at 10.30 o'clock A.M.

James N. Johnston Recorder  
By A. H. Kellogg Deputy

Town of St. Elmo }  
to } Warranty Deed  
Daniel Williams } No 33

This Deed Made this third day of October in the year of our Lord one thousand eight hundred and Eighty one Between the Town of St. Elmo of the State of Colorado of the first part and Daniel Williams of the County of Chaffee and state of Colorado of the second part Witnesseth that whereas on April 7<sup>th</sup> 1881 at the

THE UNITED STATES OF AMERICA

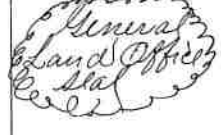
To all to whom these presents shall come Greeting

Homestead Certificate No. 19  
Application 37

Whereas there has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Lake City Colorado whereby it appears that pursuant to the Act of Congress approved 20<sup>th</sup> May 1862 "To secure Homesteads to actual settlers on the Public Domain" and the Acts supplemental thereto the claim of Bernard Carlin has been established and duly consummated in conformity to law for the south west quarter of the south west quarter of section thirty three in township fifty north of range nine east of New Mexico Meridian in Colorado containing forty acres according to the Official Plat of the Survey of the said Land returned to the General Land Office by the Surveyor General; Now know ye that there is therefore granted by the United States unto the said Bernard Carlin the tract of Land above described To have and to hold the said tract of Land with the appurtenances thereof unto the said Bernard Carlin and to his heirs and assigns forever; subject to any vested and accrued water rights for mining agricultural manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs laws and decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law,

In Testimony Whereof Chester A. Arthur President of the United States of America has caused these letters to be made Patent and the Seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington the twentieth day of March in the year of our Lord one thousand eight hundred and eighty two and of the Independence of the United States the one hundred and sixth.



By the President Chester A. Arthur

By Wm. H. Crook Secretary

Recorded Vol 1, Page 15.

A. W. Clark Recorder of the General Land Office

Recorded July 25<sup>th</sup> 1882, at 9:40 o'clock A.M.

James H. Johnston Recorder  
By W. H. Kellogg Deputy

# The United States of America

To all to whom these presents shall come,  
Greeting:

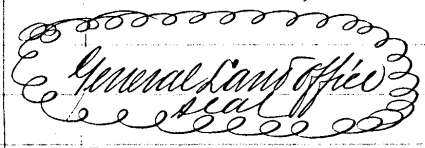
Homestead Certificate No. 114 }  
Application 26 }  
Whereas there has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Lake City Colorado, whereby it appears that pursuant to the Act of Congress approved 20th May 1862 "To secure Homesteads to actual Settlers on the Public Domain" and the acts supplemental thereto, the claim of Sally Laster widow of Samuel H. Laster deceased has been established and duly consummated, in conformity to law, for the west half of the north east quarter, and the northeast quarter of the northwest quarter of section four in township forty nine, north of range nine east of New Mexico Meridian, in Colorado, containing one hundred and eighty acres and ninety-five hundredths of an acre, according to the official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General.

Now know ye, That there is, therefore, granted by the United States unto the said Sally Laster the tract of Land above described. To Have and to Hold the said tract of Land, with the appurtenances thereof unto the said Sally Laster and to her heirs and assigns forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs, used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony whereof, I, Butterfield  
B. Hayes, President of the United States  
of America, have caused these letters to  
be made Patent, and the Seal of the  
General Land Office to be hereunto affixed  
Given under my Hand at  
the City of Washington

the twelfth day of February in the year of our Lord one thousand eight hundred and eighty one and of the Independence of the United States the one thousand and fifth

By the President R. B. Hayes



By Wm. Crook Secretary  
A. W. Clark Recorder of the  
General Land Office

Recorded Toll Page 7.

Recorded at 7 o'clock am Aug 3d 1881

James N. Johnston Recorder  
By M. H. K. Deputy

Mrs M. S. Burnett et al  
vs  
Mrs H. L. Conners

Warranty deed.

This Indenture made this 28th day of June in the year of our Lord One Thousand Eight Hundred and Eighty one, between Minerva S. Burnett, Anna L. Arnold Judson Bent & John Hulbert, parties of the first part and Mrs H. L. Conners party of the second part Witnesseth, That the said parties of the first part for and in consideration of the sum of Sixty (\$60.00) dollars to them in hand paid by the said party of the second part, and also in further consideration that the said party of the second part shall never present or prosecute any claims for damages done by any irrigating canal which passes through or may pass through the land described in this conveyance, against the said parties of the first part, has granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part her heirs and assigns, the following described lands and premises, in the Town of Poudre Springs, County of Chaffee, and State of Colorado viz;

lots numbered Eleven and Twelve (11 + 12) in Block numbered Thirty (30) in Burnett's Addition to the town of Poudre Springs County of Chaffee State of Colorado, as the same is laid down and described on the plat of said addition duly recorded in the Recorder's office of said County

# The United States of America

To all Whom These Presents Shall Come Greeting

Homestead Certificate No 153

Application 27 } Whereas there has been deposited in the General Land Office of the United States a certificate of the Register of the Land Office at Lake City Colorado whereby it appears that pursuant to the act of Congress approved 20<sup>th</sup> May 1862 To Secure Homesteads to actual Settlers on the Public Domain and the acts supplemental thereto the Claim of Josiah H Hulbert has been established and duly Consummated in conformity to Law for the North half of the South East quarter of Section thirty two in Township fifty north of range nine east of New Mexico meridian in Colorado containing Eight acres according to the official plat of the Survey of the said land returned to the General Land Office by the Surveyor General

Now Know Ye that there is therefore granted by the United States unto the said Josiah H Hulbert the Tract of Land above described To have and to hold the said Tract of Land with the appurtenances thereof unto the said Josiah H Hulbert and to his heirs and assigns forever subject to any vested and accrued water rights for mining agricultural manufacturing or other purposes and rights to Ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local Customs laws and decisions of Courts and also subject to the right of the Proprietor of a vein or lode to Extract and remove the ore therefrom should the same be found to penetrate or intersect the Premises hereby granted as provided by law

In Testimony whereof I Ratherford B Hayes President of the United States of America have caused these letters to be made Patent and the Seal of the General Land Office to be hereunto affixed Given under my hand at the City of Washington the twelfth day of February in the year of our Lord one thousand eight hundred and Eighty one and of the Independence of the United States the one hundred and fifth

By the President R. B. Hays By W. A. Crook recording  
Recorded Vol 1 page 8

Land Office Seal

S. W. Clark Records of the  
General Land Office

Recorded August 4<sup>th</sup> 1881 at 7.0 clock A.M.

James Johnston Recorder  
W. M. Murray Deputy

The United States of America  
 To all to whom these presents shall come greeting  
 Homestead Certificate No 163  
 application 28 } Whereas there has been  
 deposited in the General Land Office of the  
 United States a certificate of the Register of  
 the Land Office at Lake City Colorado whereby  
 it appears that pursuant to the act of Congress  
 approved 20<sup>th</sup> May 1862 To secure Homesteads  
 to actual settlers on the public Domain  
 and the acts supplemental thereto the claim of  
 Luther S Baker has been established and  
 duly consummated in conformity to law for  
 the South Half of the South east Quarter of  
 Section thirty two in Township fifty North  
 of Range nine East of New Mexico Mer-  
 idian in Colorado containing eighty acres  
 according to the official Plat of the Survey of  
 the Land returned to the General Land  
 Office by the Surveyor General  
 Word thereof that there is therefore granted  
 by the United States unto the said Luther  
 S Baker the tract of land above described  
 to have and to hold the said tract of Land  
 with the appurtenances thereof unto the said  
 Luther S Baker and to his heirs and assign-  
 ms forever subject to any vested and accord  
 water rights for mining agricultural man-  
 ufacturing or other purposes and rights to  
 ditches and reservoirs used in connection  
 with such water rights as may be recognized  
 and acknowledged by the local Customs Laws  
 and decisions of Courts and also subject  
 to the right of the proprietors of a vein or  
 Lode to Extract and remove his ore there-  
 from should the same be found to permeate

FILED FOR RECORD 822 O'CLOCK A M NOV 6 1973

JASPER J. CORTESE RECORDER

154696

BOOK 387 PAGE 413

TRANSMISSION LINE - RIGHT-OF-WAY EASEMENT



KNOW ALL MEN BY THESE PRESENTS, that we the undersigned (whether one or more) ESTATE OF GEORGE G. EVERETT, by HARVEY EVERETT, (John L. Everett)  
(Executor)

~~(unnamed)~~ ~~(unnamed)~~ for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto SANGRE DE CRISTO ELECTRIC ASSOCIATION, INC., a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is P.O. Drawer J. Buena Vista, Colorado 81211, and to its successors or assigns, the perpetual right to enter upon the lands of the undersigned, situated in the County of CHAFFEE, State of COLORADO, and more particularly described as follows:

Tracts of land as follows:

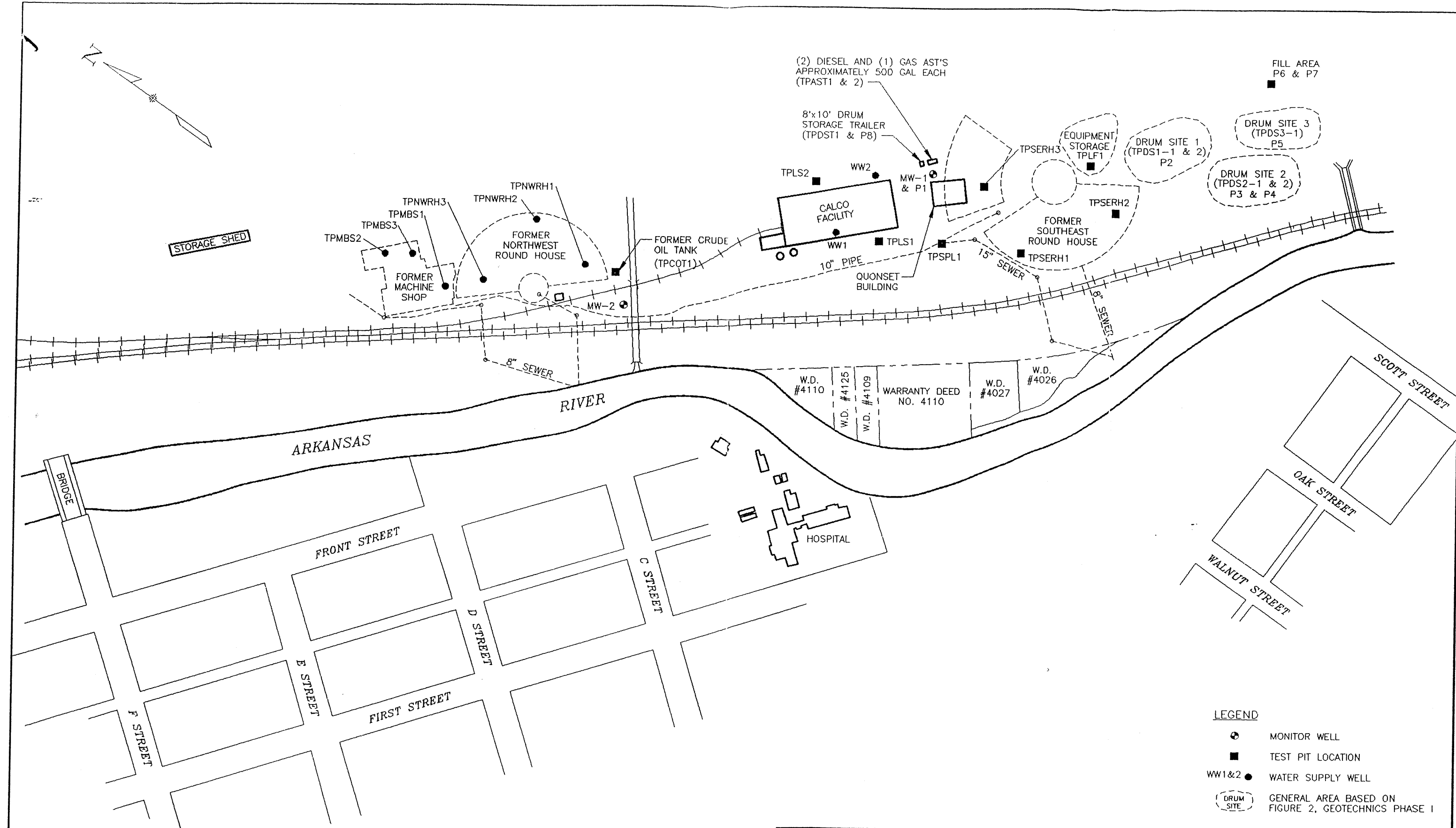
The SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 29; the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 30; the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 32; the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 32 all in Twp. 50 North, Range 9 East of the N.M.P.M.  
The SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 4; the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 9; the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 10 all in Twp. 49 North, Range 9 East of the N.M.P.M.

and to construct, reconstruct, repair, operate and maintain on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission and/or distribution line or system; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within twenty (20) feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification or telephone purposes.

The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative.







DWN	SHL
APPR	
DATE	09/18/96
JOB NO.	00130-001-01
CAD FILE	LOC-0399

**SECOR**  
 4700 McMurray Drive  
 Suite 101  
 Fort Collins, Colorado 80525

**U.S. LIME and MINERAL**  
 DALLAS, TEXAS

Figure 1  
 Former Railroad Facility  
 Salida, Colorado  
 Historical Features &  
 Investigation Locations

To: City of Salida Mayor and Council, c/o Sonia Walter

10/10/18

cc: McMahan and Associates, City of Salida Auditors

From: Jim LiVecchi

Re: Liability Concerns for UP Land Purchase

I have been reading about the recent City of Salida purchase of 67+ acres of Union Pacific across the Arkansas River. While I do not have any inherent problem with the purchase of open space by the City when it is not designed to benefit elected officials, I strongly feel that every aspect of this purchase should be evaluated before a fair price for this property can be determined and a final deal struck.

A July 16, 2019 letter from Union Pacific to Salida City Administrator Drew Nelson, spells out the terms of this 67 acre land purchase. In this letter, Article 4, "As Is Sale-Release-Indemnity", Section A states the following:

"Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation."

Article 4, Section B then continues:

"FROM AND AFTER CLOSING, BUYER WILL RELEASE SELLER, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS."

In summary:

1, UP takes no responsibility for the report they commissioned examining this 67 acre parcel.

2. Upon the purchase of this property, the City of Salida and its citizens assume the full liability for any environmental actions or clean-ups that might be mandated in the future – including any liability that UP might have as the former landowner.

My chief policy concern is that in its eagerness to purchase this property, the City of Salida is failing to factor in the potential liability inherited by the citizens of Salida as a result of this action. This liability is open-ended, and could potentially dwarf the purchase price of the property. Please note that the 67 acres includes the location of the UP Roundhouse which formerly occupied this site. This greatly enhances the possibility that there was chemical or other contamination historically on this 67+ acre parcel.

This entire issue is compounded by the relative secrecy with which the negotiations with UP were held, coupled with the short time frame imposed by the Seller to execute the deal. These two items allow little time for public research and input, likely by design.

Putting aside the public policy concerns I have raised here, the proposed transaction raises serious accounting standard and legal issues that I will address separately.

I urge that our elected officials slow down, consider fully the nature of the City's potential assumed liability, and engage in proper due diligence before deciding whether to complete the purchase of this property.



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: October 15, 2019

<b>AGENDA ITEM NO.</b> 6.f.	<b>ORIGINATING DEPARTMENT:</b> Administration	<b>PRESENTED BY:</b> Nina Williams
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**ITEM:**

Ordinance 2019-14 amending the Salida Municipal Code as it relates to code violations and penalties.

**BACKGROUND:**

Colorado House Bill 13-1060, entitled “concerning raising the maximum fine that may be assessed by a municipal court”, amended Colorado Revised Statutes 13-10-113 to increase the maximum penalty a person convicted of violating a municipal ordinance in a municipal court may be fined from one thousand dollars (\$1000) to two thousand six hundred fifty dollars (\$2650).

In reviewing our City code for other code enforcement and municipal court issues, staff and counsel noticed that the City never updated their general penalty for the code violations section. Therefore, this ordinance seeks to amend 1-4-20 of the Salida Municipal Code to increase the maximum penalty for code violations from one thousand dollars to the allowable two thousand six hundred fifty dollars, to be utilized as an option, when necessary in egregious circumstances. Until the City amends their code, the increased amount within the Colorado Revised Statutes cannot apply.

Also, in reviewing the code for these purposes, counsel found one section intended to be reduced from a misdemeanor to a violation, which was inadvertently left out of an ordinance earlier this year which dealt with municipal code violations.

**SUGGESTED RECOMMENDATION:**

Staff recommends approving Ordinance 2019-14 amending the SMC as it relates to code violations and penalties.

**SUGGESTED MOTION:**

A Council member should make a motion to approve Ordinance 2019-14 amending the Salida Municipal Code as it relates to code violations and penalties, followed by a second.

**Attachments**

Ordinance 2019-14

**CITY OF SALIDA, COLORADO**  
**ORDINANCE NO. 14**  
**(Series of 2019)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,  
COLORADO AMENDING THE SALIDA MUNICIPAL CODE AS IT  
RELATES TO CODE VIOLATIONS AND PENALTIES**

**WHEREAS**, pursuant to C.R.S. § 31-15-401, the City of Salida, Colorado (“City”), acting by and through its City Council (“Council”), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety and welfare; and

**WHEREAS**, pursuant to this authority, the City has previously adopted certain code provisions, general offenses and violations, and the penalties attached to them, codified in the Salida Municipal Code (“Code”); and

**WHEREAS**, Colorado House Bill 13-1060, entitled “concerning raising the maximum fine that may be assessed by a municipal court,” amended Colorado Revised Statutes 13-10-113 to increase the maximum penalty a person convicted of violating a municipal ordinance in a municipal court may be fined from one thousand dollars (\$1,000) to two thousand six hundred fifty dollars (\$2,650); and

**WHEREAS**, the Council now finds that it is desirable and appropriate to amend the Code to increase the maximum fine available as a possible penalty for Code violations from one thousand dollars to two thousand six hundred fifty dollars; and

**WHEREAS**, the Council also finds it desirable and appropriate to amend the Code to clean up provisions to ensure current compliance with State law as it relates to Municipal Court issues, violations and penalties.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE  
CITY OF SALIDA, COLORADO as follows:**

**Section 1.** The City Council incorporates the foregoing recitals as conclusions, facts, determinations and findings by the City Council.

**Section 2.** Section 1-4-20 of the Salida Municipal Code, concerning General penalty for violations, is hereby amended to read as follows:

**Sec. 1-4-20. – General penalty for violations.**

- (a) Any person who violates or fails to comply with any provision of this Code for which a different penalty is not specifically provided shall, upon conviction thereof, be punished by a fine in an amount not to exceed ~~one thousand~~ **TWO THOUSAND SIX HUNDRED FIFTY** dollars (~~\$1,000.00~~ **2,650.00**), except as hereinafter provided in Section 1-4-30. In addition, such person shall pay all costs and expenses

in the case, including attorney fees. Each day such violation continues shall be considered a separate offense.

**Section 3.** Section 13-4-60 of the Salida Municipal Code, concerning Violation-Penalties, Backflow prevention and cross-connections, is hereby amended to read as follows:

**Sec. 13-4-60. – Violation-Penalties.**

...

- (b) Violations of this Chapter may be prosecuted in municipal court and, upon conviction thereof, a violator may be fined an amount not to exceed ~~one thousand~~ **TWO THOUSAND SIX HUNDRED FIFTY** dollars (~~\$1,000.00~~ **2,650.00**) per violation, per day.

**Section 4.** Section 10-1-30 of the Salida Municipal Code, concerning Criminal attempt, is hereby amended to read as follows:

**Sec. 10-1-30. – Criminal attempt.**

...

- (d) Criminal attempt to commit a violation of the Code is a ~~misdemeanor~~ **VIOLATION SUBJECT TO THE PROVISIONS OF CHAPTER 1, ARTICLE IV OF THIS CODE**. The penalty shall be the same as the penalty for committing the violation attempted. Attempting to violate this Code need not be separately charged, but such a charge shall be deemed included in an allegation that the defendant in fact violated this Code.

**Section 5.** Should any one or more sections or provisions of this Ordinance or of the Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

**Section 6.** Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code or part thereof shall not revive any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

**INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL** in a newspaper of general circulation in the City of Salida by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2019 and set for second reading and public hearing on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY IN FULL OR BY TITLE ONLY**, by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF SALIDA

By:

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

**PUBLISHED IN FULL** in the Mountain Mail after First Reading on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and **BY TITLE ONLY, OR IN FULL**, after Final Adoption on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By:

\_\_\_\_\_  
City Clerk/Deputy City Clerk





## REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 15, 2019

<b>AGENDA ITEM NO.</b> 6.g.	<b>ORIGINATING DEPARTMENT:</b> Administration	<b>PRESENTED BY:</b> Drew Nelson
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**ITEM:**

Request for Property Donation – Chaffee Housing Trust

**BACKGROUND:**

Per direction to staff over the past few months, we have been working with local non-profit housing entities to identify parcels of municipally-owned land that may be suitable for workforce housing options. Attached is a letter from the Chaffee Housing Trust requesting donation of property located at the intersection of East Crestone Avenue and 3<sup>rd</sup> Street. The City is the owner of two separate parcels that are bisected by East Crestone Avenue which, if combined together, would create a single property of 17,976.8 square feet with the potential to accommodate 4 to 5 residential units of workforce housing.

City records indicate that a similar proposal was considered in the past (between 2009 and 2011); however, an initial vacation of public right-of-way was not approved at that time (see attached staff report and minutes). It does not appear that further action was taken following the 2011 application.

**FISCAL NOTE:**

None at this time.

**STAFF RECOMMENDATION:**

In response to the request from the Chaffee Housing Trust, and in consideration of CHT's contributions to workforce housing in the greater Salida community, staff recommends that the City Council direct staff to begin the application process for the following two land-use proposals related to properties located at the intersection of 3<sup>rd</sup> Street and East Crestone Avenue:

- Vacation of right-of-way application to create a contiguous parcel of property.
- Rezoning application to enact one common zoning designation for any newly created contiguous parcel of property.

**SUGGESTED MOTIONS:**

A City Councilperson should make a motion to direct City staff to commence applications for the vacation of public right-of-way at the intersection of 3<sup>rd</sup> Street and East Crestone Avenue and to rezone any new contiguous parcel with one common zoning designation as permitted by Colorado Revised Statutes and the Salida Municipal Code, followed by a second and a roll call vote.



**CHAFFEE HOUSING TRUST**  
A Commitment to Community

PO Box 692  
Buena Vista, CO 81211  
(719) 239-1199  
[www.chaffeehousing.org](http://www.chaffeehousing.org)  
[info@chaffeehousing.org](mailto:info@chaffeehousing.org)

Drew Nelson, Administrator, City of Salida  
448 East First Street, Suite 112  
Salida, CO 81201

Dear Mr. Nelson,

On January 8<sup>th</sup>, 2009, Chaffee County donated a surplus parcel of land located on the northwest corner of Crestone Avenue East and Third Street in the City of Salida (see attached letter and survey). There were several conditions placed on that transfer of title, including that the City of Salida donate a similar adjacent parcel, and that the street section running across those properties be vacated. At the time, the impact of the great recession was becoming apparent, and the project did not move forward. Since then, it appears that both parcels are now titled in the name of the City of Salida.

While much has changed, the lack of affordable housing persists. The Chaffee Housing Trust would now like to pursue the development of these parcels for the same purpose, the provision of affordable housing. The CHT respectfully requests City Council to consider donating these parcels, subsequent to the process of vacating the portions of Crestone Avenue East where it intersects Third Street.

I would be happy to discuss this opportunity with City Council at the Tuesday, November 5<sup>th</sup> meeting, should that be included in the meeting agenda.

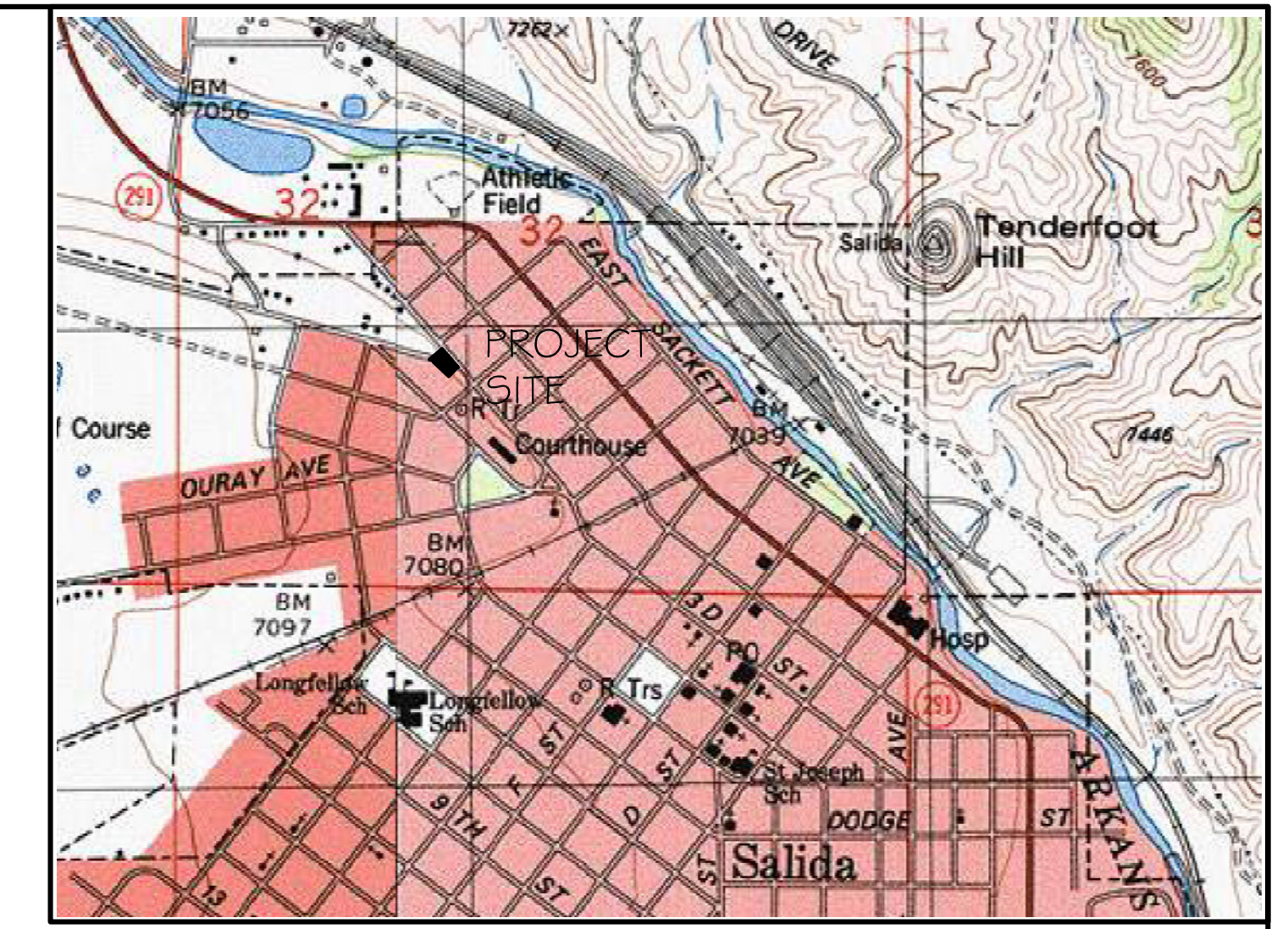
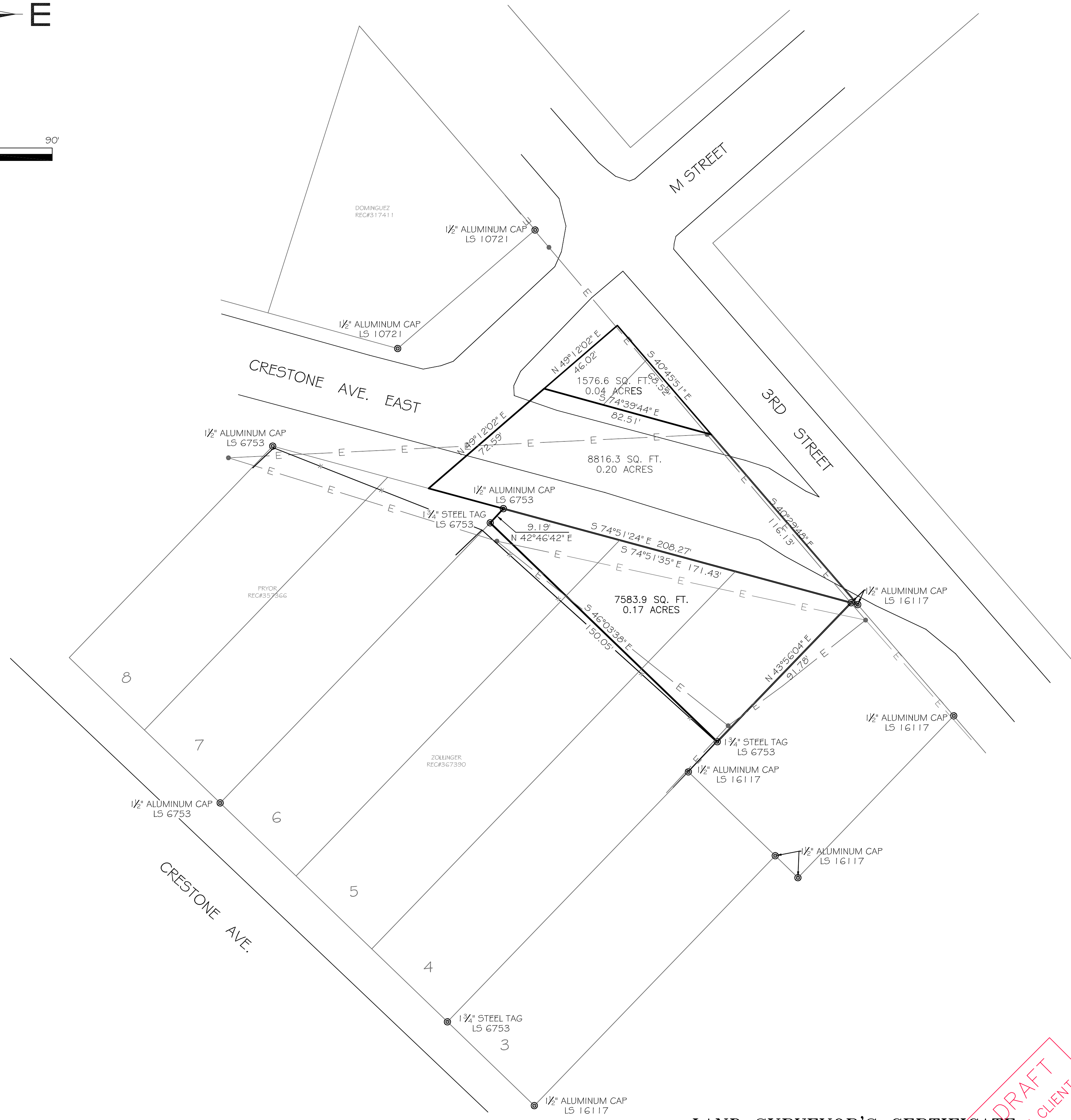
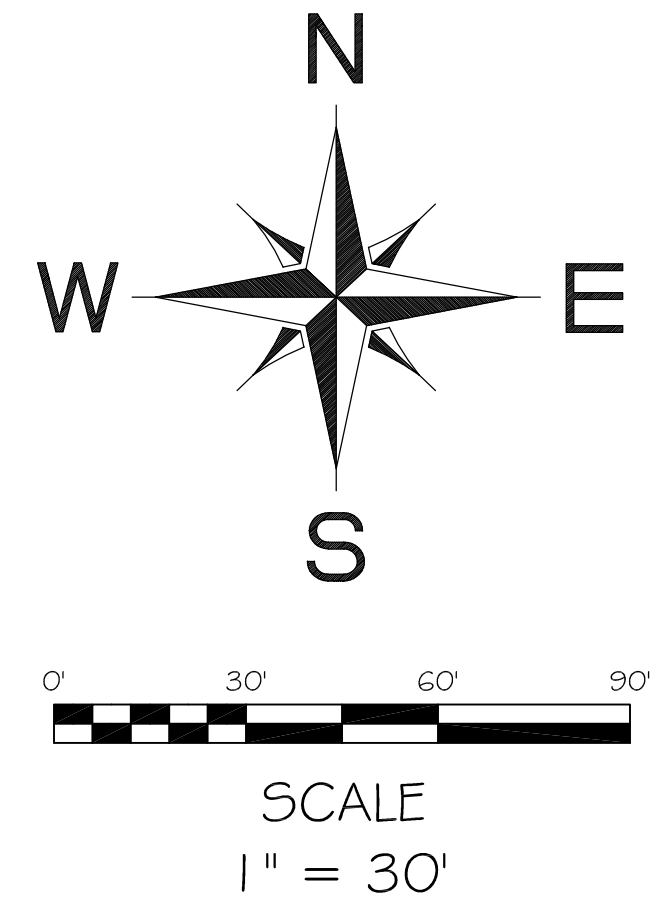
Sincerely,

Read McCulloch  
Executive Director



# CITY OF SALIDA

## PROPERTY EXHIBIT



VICINITY MAP  
NOT TO SCALE

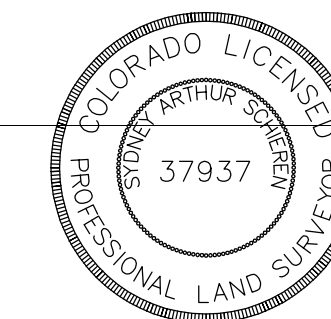
### GENERAL NOTES

1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF CRESTONE AVENUE EAST BETWEEN FOUND MONUMENTS SHOWN HEREON, HAVING A BEARING OF SOUTH 74°51'24" EAST.

### LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SYDNEY A. SCHIEREN  
COLORADO P.L.S. 37937



PRELIMINARY DRAFT  
INTENDED FOR REVIEW BY CLIENT

REVISED:	<b>CITY OF SALIDA</b>  PROPERTY EXHIBIT  <b>LANDMARK</b> SURVEYING & MAPPING <small>P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031</small>
JOB # 08102	
DATE: NOVEMBER 11, 2008	
SHEET 1 OF 1	

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.



## BOARD OF COMMISSIONERS

P.O. BOX 699

SALIDA, CO 81201

PHONE (719) 539-2218

FAX (719) 539-7442

WEBSITE [www.chaffeecounty.org](http://www.chaffeecounty.org)

January 8, 2009

Mr. Read McCulloch  
Executive Director  
Chaffee Housing Trust  
P.O. Box 39  
Salida, CO 81201

Dear Read:

On behalf of the Chaffee County, please accept this letter as evidence of site control for a surplus parcel of land located at the northwest corner of Crestone Avenue East and 3d Street, indicated on the attached survey, which will be transferred from Chaffee County to Chaffee Housing Trust.

On January 6, 2009, the County Commission unanimously voted to transfer this surplus parcel to the Chaffee Housing Trust (the "Trust") for the express purpose of creating affordable housing. The following conditions were placed on this transfer:

- If an agreement satisfactory to the County regarding construction of the units was not completed within a reasonable amount of time, ownership would revert back to the County.
- Architectural design and quality of construction would need to be consistent with neighboring property and approved by staff, after input has been received by the Trust by neighboring property owners.
- Units must remain in a housing trust or some type of housing authority and if no trust should exist or a successor trust could not be created, the property would revert back to the County.
- Crestone Avenue East be properly vacated and the adjoining property owned by the City of Salida be donated to the Trust.
- Adjacent property owned by the Chavez family be acquired by the Trust.

Should you need further information please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Timothy R. Glenn', is written over the printed name 'Tim Glenn'.

Tim Glenn

Chairman, Chaffee County Commissioners



STAFF REPORT

MEETING DATE: September 26, 2011

AGENDA ITEM TITLE: East Crestone Avenue right-of-way vacation

AGENDA SECTION: Public Hearing

REQUEST:

The request is to vacate 7,707.6 square feet of the East Crestone Avenue right-of-way to the City of Salida to eliminate the intersection of E. Crestone and W. Third Street for pedestrian and traffic safety.

APPLICANT:

The applicant is the City of Salida.

LOCATION:

A portion of a street known as East Crestone Avenue located within Strip C of Eddy Brothers Addition to the City of Salida, Chaffee County, Colorado, being more particularly described as follows:

Beginning at a 5/8 inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117 at the point of intersection of the southwesterly boundary of Third Street in the City of Salida with the southerly boundary of a street known as East Crestone Avenue in Eddy Brothers Addition to the City of Salida, from whence another 5/8 inch rebar with an aluminum cap as described above at the easterly-most corner of Lot 4 of the Chavez Minor Subdivision bears South 41°11'36" East 147.73 feet;

Thence North 75°15'40" West along the said southerly boundary of East Crestone Avenue, a distance of 174.70 feet to the intersection of said southerly street boundary with the lot line common to Lots 6 and 7 in said Strip C;

Thence North 18°09'06" East 60.12 feet to the point of intersection of the northerly boundary of said East Crestone Avenue with the southeasterly boundary of M Street in the City of Salida, if said street boundary were projected southwest;

Thence South 75°15'40" East along said northerly street boundary, a distance of 82.22 feet to the said southwesterly boundary of Third Street;



Thence South 41°11'36" East along said southwesterly street boundary, a distance of 107.11 feet to the point of beginning.

Containing 7707.6 square feet.

Directions are based on the bearing South 41°11'36" East between recovered rebar control monuments at the intersection of the centerlines of First and L Streets and at the intersection of the centerlines of First and K Streets in the City of Salida.

Maps are included with the application packet.

#### **PROCESS:**

An application for a right-of-way vacation consists of a two-step process. The request is addressed by the Commission through a public hearing process. The Commission makes a recommendation of approval, approval with conditions, or denial of the vacation application to City Council. The Commission may also remand the application back to the applicant for further information or amendment. Council has final decision-making authority in such applications.

In its review of the application, the Commission shall focus on access to public roads, easements for existing utilities, and the long term use of the property within the context of the City's Comprehensive Plan.

#### **OBSERVATIONS:**

1. The applicant has requested 7,706.6 square feet of East Crestone Avenue be vacated to eliminate the intersection of E. Crestone Avenue and W. Third Street for pedestrian and traffic safety.
2. The area to be vacated includes approximately 174 feet of the East Crestone Avenue right-of-way and will not affect or eliminate access to any of the neighboring properties.
3. The vacated right-of-way will be completely closed off to vehicle and pedestrian traffic. Adequate area remains to install permanent closure through barricades or landscaping.

#### **AGENCY COMMENTS:**

**Police Department, Chief Clark:** I I have reviewed the plan as submitted. I appreciate the discussion between you, Rob, Dara and I. I believe I have a better understanding of the reason why we want to vacate the street portion that intersects with W. 3rd St.

I have concerns for traffic safety and the proposed plan. If we go through with this as proposed we will take what is essentially a straight road (E. Crestone) down to W. 3rd St and make a complete 90 dg turn, which is tight and on a steep hill. I know you have this situation anyway but with the plan that will be the only choice. The short steep hill going from W. 3rd st up to E. Crestone is very narrow. I have checked records for this intersection and I have found no accidents or problems with the intersections as they are today.

I understand we are doing this for future development of houses. The problem I see with this if you vacate is, any traffic going East bound on Crestone and going down to W. 3rd St- all on a downhill slope, I could easily see a vehicle not seeing the very sharp curve and running in to the property. If you go through with this you will need large barricades and signage that indicates the upcoming turn.

As this develops I would like to see how you place signage and develop the street down to the W. 3rd intersection.

**Fire Department, Chief Taylor:** No issues

**Xcel Energy, Ken Plewes:** Xcel Energy serves Dominquez and back properties on east side of Crestone Avenue with underground electric cable from power source on west side of Crestone; cable is under Crestone.

**REVIEW STANDARDS FOR VACATION OF RIGHT-OF-WAY (Section 16-11-110):**

1. **Access to public road.** No roadway shall be vacated so as to leave any adjoining land without a means of access to another public road.
  - With re-routing traffic from East Crestone Avenue to M Street the vacation of this portion of Crestone Avenue will not leave adjoining land owners without a road. Access to neighboring properties will not be encumbered by this vacation request.
  - There are no existing residences along this section of Crestone Avenue.
2. **Easements.** In granting a vacation, the City may reserve easements for the installation or maintenance of utilities, ditches and similar improvements.
  - There are overhead electric and television cables in the area of the East Crestone Avenue right-of-way to be vacated and the utility companies have been notified.
3. **Comprehensive Plan.** A subdivision plat, public right-of-way or dedicated easement may be vacated if the vacation would be consistent with or implements the applicable intent statements, specific directions and recommended actions of the Comprehensive Plan.
  - The Comprehensive Plan does not specify address right-of-way vacations. However, the Plan does identify this site as a local street. Local streets provide direct access to adjacent land uses, primarily in residential areas. The vacation of the East Crestone Avenue right-of-way will be a safer intersection for both pedestrian and vehicle traffic. Vacation will also allow consolidation of land belonging to the City and County for possible future development.
4. **Transfers or sales of lots.** A subdivision plat may be vacated if none of its lots have been sold or transferred; or, if there have been sales or transfers, then if there has been no development on any lots in the subdivision and all of the owners agree to the vacation of the plat.
  - There is not a transfer or sale of lots proposed with this vacation.

**RECOMMENDED FINDINGS:**

1. That the application is in compliance with the review standards for right-of-way vacation because this application does not limit access to any surrounding properties and it will create a safe four-way intersection for pedestrian and vehicle traffic.

**RECOMMENDED ACTION:**

Based upon the observations, review standards, and findings outlined above, staff recommends the following:

That the Commission recommend APPROVAL to the City Council for the application to vacate 7,707.6 square feet of the East Crestone Avenue right-of-way to the City of Salida to eliminate the intersection of E. Crestone Avenue and W. Third Street for pedestrian and vehicle traffic..

**RECOMMENDED MOTION:**

That the recommended findings be made and the recommended action be taken.

Attachments: Application  
Vacation Plat and Legal description



**MEETING DATE:** Monday, September 26, 2011  
**MEETING TIME:** 6:00 PM  
**MEETING LOCATION:** City Council Chambers, 448 E. First Street, Suite 190, Salida, CO

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Present: Kennedy, Malde, Brown-Kovacic, Leavitt, Kasper, Wilbur, MacDonald, Jefferson, Furman

Absent: Wood

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**AGENDA SECTION:**

- I. CALL TO ORDER BY MacDonald: - 6:01 PM**
- II. ROLL CALL**
- III. APPOINTMENT OF CHAIRPERSON – Brown-Kovacic** suggested appointing **Wood** for the permanent chairperson. In the meantime, **Leavitt** made a motion to appoint **Wilbur** as chair for this meeting, **Kennedy** seconded the meeting. All were in favor.
- IV. APPROVAL OF THE MINUTES – Monday, August 22, 2011**  
**Kasper** - made a motion to approve the minutes as written. **Brown-Kovacic** - seconded the motion. All voters were unanimous and the motion carried.
- IV. UNSCHEDULED CITIZENS - None**
- V. AMENDMENTS TO AGENDA - None**
- VI. UPDATES:**  
**Update from Salida Regional Planning Commission: Brown-Kovacic** provided an update on discussions at the RPC regarding ongoing discussions of the IGA. The County PC had suggested some changes that the City members of the RPC did not favor. After much discussion at the last meeting the RPC has decided to look more closely at the improvement standards for both the City and County and determining which are appropriate in the MPA.
- VII. PUBLIC HEARINGS –**
  - 1. City of Salida Application for East Crestone Avenue Right of Way Vacation** - The request is to vacate 7,707.6 square feet of the East Crestone Avenue right-of-way to the City of Salida to eliminate the intersection of E. Crestone and W. Third Street for pedestrian and traffic safety.
    - A. Open Public Hearing- 6:04 p.m.**
    - B. Proof of Publication – Yes**
    - C. Staff Review of Application – Jefferson** summarized the staff report.
    - D. Applicant’s Presentation – None.** **Wilbur, Malde, Leavitt and Brown-Kovacic** asked questions of staff.
    - E. Public Input – Robert G. Biglow** commented as to his desire to maintain the E. Crestone. **Malde** and **Kennedy** responded to **Biglow’s** comments. **Bill Smith** and **Monika Griesenbeck** are opposed to vacating E. Crestone.
    - F. Close Public Hearing – 6:25 p.m.**
    - G. Commission Discussion – Kasper** asked a question. Several of the Commissioners expressed concerns about safety due to the steepness of M Street and would like to see street design and analysis of the grade. **Kennedy** supports the vacation. **Wilbur** made the suggestion that the City conduct a test of the closure.
    - I. Commission Action** - A motion was made by **Wilbur** that the Council not approve vacation at this time and suggested that if the City wants to pursue vacation that they

perform a closure of the street with temporary barricades to allow at least four months of trial and public experience, in addition Chief Clark would be asked to provide an update of his opinion of the vacation. **Malde** seconded the motion. All were in favor and the motion carried.

2. **Vandaveer Ranch Overall Development Plan Amendment Application-** The request is for an amendment to the Vandaveer Ranch Overall Development Plan.
  - A. **Open Public Hearing- 6:34 p.m.**
  - B. **Proof of Publication – Yes**
  - C. **Staff Review of Application –** **Jefferson** summarized the staff report. **Kennedy** and **Brown-Kovacic** asked questions of staff.
  - D. **Applicant’s Presentation –** **Rick Wells** of REGen added additional information. **Kennedy, Kasper** and **Brown-Kovacic** asked questions of the applicant. **Wells** and **Jane Pinto** responded to questions.
  - E. **Public Input –** **Mary Ann Bavaria, George Hinman, Nancy Dominick, Robert Biglow, Brenda Warren, Bill Smith, Bill Donovan** and **Vernon Davis** commented on the application.
  - F. **Close Public Hearing – 7:34 p.m.**
  - G. **Commission Discussion-** **Kennedy** asked questions of staff. **Furman** provided clarification on some points made during the public comment. **Brown-Kovacic, Malde, Wilbur, Kennedy** and **Leavitt** made some comments. **Bill Smith** provided additional comments.
  - I. **Commission Action -** A motion was made by **Leavitt** to recommend approval of the application with the caveat of concerns about single-family homes, apartment buildings, street intersection with CR 105, trails, traffic circulation and access points on Hwy 50 and parking adjacent to Hwy 50. **Kennedy** seconded the motion. Motion fails with **Malde, Kasper** and **Brown-Kovacic** opposed.

Further discussion took place amongst the Commissioners and staff.

**Wilbur** made a motion to recommend approval with recommendation that the City Council look closely at the definition and clarification of apartment buildings and single-family residences, access with CR 105, location of trails, limiting parking adjacent to Hwy 50 and limiting the visibility of parking on Hwy 50 and parking. **Leavitt** seconded the motion. Motion passed with **Malde** opposed.

3. **Natural Resource Center Major Subdivision Preliminary Plat-** The applicant is requesting preliminary plat approval to create one (1) out lot and for (4) individual lots. The property is zoned as an Overall Development Plan and is located generally south of Highway 50 and the South Arkansas River between CR 107 and CR 105.

**Natural Resource Center Major Subdivision Final Plat-**The applicant is requesting final plat approval to create one (1) out lot and for (4) individual lots. The property is zoned as an Overall Development Plan and is located generally south of Highway 50 and the South Arkansas River between CR 107 and CR 105.

**The preliminary plat and final plat were combined for consideration by the Planning Commission.**

- A. **Open Public Hearing- 8:06 p.m.**

- B. Proof of Publication – Yes**
- C. Staff Review of Application – Jefferson** summarized the staff report.
- D. Applicant’s Presentation – Rick Wells** of REGen added additional information. **Kennedy and Malde** asked questions of the applicant.
- E. Public Input – Bill Smith, Bill Donovan, Monika Griesenbeck, Mary Ann Bavaria, Brenda Warren and Robert Biglow** made comments on the application. **Furman** provided clarity on the purpose of the plat review. **Wilbur** responded to comments.
- F. Close Public Hearing – 8:35 p.m. – The PC took a break and the meeting reconvened at 8:41.**
- G. Commission Discussion- Wilbur** asked for staff to provide explanation of process for preliminary and final plat. **Furman** provided explanation. **Malde, Kasper, Brown-Kovacic, Kennedy, Leavitt and Wilbur** provided comments. **MacDonald and Furman** provided additional comments.
- I. Commission Action -** A motion was made by **Brown-Kovacic** to approve the preliminary plat application based on staff’s recommended findings for approval with the additional condition that attention be paid to the connectivity to this portion of the Vandaveer Ranch and the remainder on the other side of Hwy 50 and that attention be paid to the impact on CR 105. **Kasper** seconded the motion. The motion carried with **Malde and Kennedy** opposed.
- J. Commission Action -** A motion was made by **Wilbur** to recommend approval of the final plat application based on staff’s recommended findings with the caveat that PC is very concerned and want Council and applicant to look at connectivity to the Vandaveer on the east side of the highway and on connectivity within the west side. The motion was tabled to allow comment by **Billy Warren, Bill Donovan and Robert Biglow**. **Leavitt** seconded the motion. The vote was tied with **Malde, Brown-Kovacic and Kennedy** opposed. No further action was taken.

**VIII. UNFINISHED BUSINESS-**

**IX. NEW BUSINESS-**

- X. COMMISSIONER’S COMMENTS:** **Malde** stated that she is frustrated with the process and the position that Commissioners have been placed in, although she is not opposed to the project. Her comments were echoed by **Brown-Kovacic**.

- XI. ADJOURN:** With no further business to come before the Commission, the meeting closed at 9:28 p.m.



**CHAFFEE COUNTY**  
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## October 14, 2019 Board of County Commissioners Work Session Report and Activity Update

### I. Building Inspection:

#### A. Permit Activity

- **Permits** issued in September 2019: 299 (BMEP only)  
2018: 242 (BMEP only)
  - \* BMEP = Building, Mechanical, Electrical, & Plumbing permits
- **Total Revenue** collected in September 2019: \$109,211.34 (all divisions)  
2018: \$91,525.55 (all divisions)
- **Total Revenue** YTD through September 2019: \$1,268,209.24 (all div.s)  
2018: \$1,079,551.32 (all div.s)
  - % of Total budgeted revenue collected through September: 105.7%
- **SFDs** issued in September 2019: 22  
Salida: 1 BV: 2 Poncha: 7 County: 12
- **2019 year-to-date permit totals:**

Salida:	829	24 SFDs
Buena Vista:	439	64 SFDs
Poncha Springs:	320	45 SFDs
Unincorporated County:	<u>1,351</u>	<u>107 SFDs</u>
Total Number of Permits Issued:	2,939	*240 SFDs
- **2018 permit totals through August:**

Salida:	765	73 SFDs
Buena Vista:	429	49 SFDs
Poncha Springs:	138	15 SFDs
Unincorporated County:	<u>1,238</u>	<u>99 SFDs</u>
	2,570	*236 SFDs

\*SFDs include only new detached single-family dwellings and do not include duplexes, ADUs, townhouses, apartment units etc.

#### B. New Commercial Projects

##### Salida:

- 729 Chilcott: A permit was issued to a freestanding drive up coffee shop.
- 188 N. E Street: A structural plan change was approved for this renovation project (the blue building).
- 340 W. Hwy 291: A permit was issued for an addition to this commercial building.

- 1000 Rush Drive: Two sign permits were issued for the hospital.
- 405 E. Street: Plans were approved for micro piles and a cap footing (reticulated retaining wall) for a soil/building stabilization on the library property.

**Buena Vista:**

**Poncha Springs:**

- 9985 Hwy 50 (Anytime Fitness): A TI permit was issued to finish this space.

**County:**

- 8046 W. Hwy 50: A permit was issued for a minor renovation in this building.
- 10752 CR 140: Permits were issued for the Oak Leaf Solar array at the corner of CR 140 and Hwy 285.
- 24540 Hwy 50: A permit for new antennas on a cell tower was issued and a plan change was approved for this site.
- 12950 Hwy 285/24: A permit was issued to replace two signs at the Dominos in JV.

**C. Inspection Totals**

- We performed 1,055 field inspections in the month of September.

**D. Legislative Update**

Roughly 10 CBOs from various jurisdictions, 1 municipal council person, 1 member of Denver HBA, Keith Baker (by telephone) and I met on 10/9/19 with Colorado Representative Duran (Jeff CO), a representative from the plumbers union, and a representative from the pipefitters union in Denver. The bill that was introduced to require all plumbing inspectors to be licensed plumbers that was withdrawn last year is back. Although no bill has been drafted yet, this preliminary meeting was to discuss the possible impacts on local building departments.

The plumbers and pipefitters unions arguments are summarized as follows:

- They want to have the same requirement for plumbers that electricians got through the legislature in 2017.
- They want to be inspected by inspectors with like credentials.
- They are having problems with inspections being approved improperly although when I pressed them for details, they could only say that a pipe fitter omitted a backflow preventer on a mechanical system and filled it with glycol. They could provide no other detail on this event nor any other examples.
- They have 800 members in their in their unions many of whom are getting older and want to move into inspection jobs for the last few years of their career (this was a very revealing argument to me as it appears a major impetus for this proposal is to secure jobs for their union members).

The CBO's and I argued the following:

- 100's of qualified plumbing inspectors would be disqualified from doing plumbing inspections including 5 inspectors in Chaffee County who are currently certified (Pat, Gary G., Aaron, Mike, and me).

- This is a solution in search of a problem. There are no significant problems with plumbing installations occurring because they are not being properly inspected. I had no such problems in my 8 years on the AES board which requires licensees to report any settlement or judgement resulting from a lawsuit.
- All commercial plumbing installations of any significance are already required to be engineered. We are simply inspecting these jobs per the engineered design.
- There are 9 plumbing inspectors for DORA who cover 26 counties. They have nowhere close to the personnel needed to cover many of the remaining 38 counties who currently perform plumbing inspections in house.
- Service levels in counties surrounding Chaffee County who use the state receive dramatically lower service levels than local jurisdictions are currently providing. Most of these jurisdictions only get plumbing inspections 1 day per week, while we provide plumbing inspections 5 days per week. This proposal would exacerbate this service level gap dramatically.
- Small rural counties remote from the metro area do not have the budgetary capacity to employ all specialists. Most jurisdictions, like Chaffee, require their inspectors to be combination inspectors (multi-disciplinary) as there are not enough plumbing inspections to support a plumbing inspector who only performs plumbing inspections.
- I argued that it takes 10 – 15 years to train an inspector to be competent across all areas of inspection (framing, plumbing, mechanical, electrical, etc.).
- Fully trained inspectors often have a higher level of code knowledge than many licensed tradespeople. I can attest to the fact that inspectors are in the code everyday while tradespeople are rarely in the code once they are licensed. They call us to answer their code questions in many cases.
- There are not enough licensed plumbers interested in moving from the field to plumbing inspectors for local jurisdictions to hire. I explained that I have never had a licensed plumber apply for an inspector position in my career when I had an open inspector position.
- Plumbers, unlike electricians, can become licensed with no commercial plumbing experience. So, are they really more qualified to perform plumbing inspections than certified commercial plumbing inspectors?

The folks pushing this legislation told representatives from CML and CCI that the democrats hold the house, senate, and the governor's office, the democrats are sympathetic to the unions, and are likely to support this legislation regardless of our opposition. The plumber's union rep even asked early on in the meeting if they were wasting their time talking to us and made the comment that preparing for battle and preparing for collaboration are two different things. So, it is clear to me that a bill will be introduced in 2020 regardless of our opposition. As such, I will be working on measures to negotiate a compromise to make whatever legislation that is likely to be ratified as

palatable as possible. The fact remains, however, that if this legislation passes, Chaffee County may be forced to turn our plumbing inspections over to DORA and our constituents will suffer dramatically decreased service levels and forfeit all local accountability that they have enjoyed for over 40 years since our building department was established. The plumbing permit/inspection program generates a significant portion of our budget. Revenue from this program for the previous 5 years is as follows:

- **2019 YTD:** 486 permits and \$111,329
- **2018:** 487 permits and \$142,532
- **2017:** 539 permits and \$129,115
- **2016:** 573 permits and \$127,571
- **2015:** 427 permits and \$93,445
- **2014:** 340 permits and \$74,290
- **\$678,282 in revenue over the past 5 years have been generated from the plumbing permit/inspection program.**

## **II. Planning & Zoning**

**A. Land Use Code:** The Planning Commission did not hold a work session at the September 24 meeting and there was no discussion of the Land Use Code. The following Land Use Code items are pending discussion:

- An amendment to the definition of Outfitting Facility in Article 15 of the LUC.
- A citizen-initiated amendment to Table 2.2 and Section 7.8.22 to allow a retail center for Medical/Retail Marijuana sales in the Industrial zone. This was discussed by the Planning Commission in work session on January 9, 2019 and was heard in a Public Meeting on February 26, 2019. The Planning Commission recommended approval of the text amendment. This item was heard by the BoCC on March 12, 2019 and continued to a joint work session with the PC held on May 8, 2019 at which time all commissioners agreed that public input on this topic should be taken. Public input has begun with a short survey distributed at the Comp Plan kickoff.
- An amendment to Table 2.1 to change the Central Water or Sewer Provision to add "Central Water." This was discussed by the Planning Commission in work session on January 9, 2019 and will be heard in Public Meeting on a date yet to be determined.
- An amendment to Article 15, Definitions to add definitions of Central Water System and Central Sewer System. This was discussed by the Planning Commission in work session on January 9, 2019. Planning Commissioner Curgus has research to share with the Planning Commission and this will be discussed at a future work session.
- An amendment to Article 5.2.3.1, Plat Amendments to require Public Notice. This was discussed by the Planning Commission in work session on January 9, 2019 and will be heard at a future Public Meeting.

**B. Buena Vista Intergovernmental Agreement:** Buena Vista has designated a Municipal Services Area that will be before the Buena Vista Planning Commission in October. Staff met with former Mayor Joel Benson and Principal Planner Mark Doering on October 2, 2019 to review the preliminary map and discuss specific language contained in the IGA. Buena Vista anticipates adoption of a new 3 Mile Plan by the end of the year which will facilitate adoption of the IGA. Additionally,

BV has brought to our attention some language anomalies in our building inspection IGA that have been referred to our attorney. Apparently, town staff took this issue up with their board of trustees who agreed to amend the contract back to the original language proposed but I am unsure if a new IGA has been executed. I have not seen anything.

**C. Comprehensive Plan:** The contract was awarded to CTA at the May 7, 2019 BoCC meeting. Staff kick-off meeting was held June 7. Public kick-off was held June 26 at Mt. Princeton Hot Springs. Staff is meeting with CTA on a bi-weekly basis. The second Open House was held at the Steam Plant on August 28, 2019. Three Neighborhood meetings have been held in Poncha Springs, Johnson Village and Maysville. Another is scheduled for Buena Vista on October 23, 2019.

**D. Land Use Applications Current / Pending / in progress:**

**Applications Scheduled for Public hearing:**

- The Virga Minor Subdivision final plat at 6644 CR 110 proposes to divide 9.4 acres into 2 lots of 3.0 and 6.4 acres. Application was heard and recommended for approval by PC on November 28, 2017. The application was referred to the Army Corps of Engineers and encountered a substantial delay in receiving a response. Accordingly, Staff suspended the time frame for the final plat in accordance with Article 4.6.1 of the Land Use Code. USACE did respond on September 18, 2019. This application will be before the Planning Commission on **October 29, 2019**.
- Lark's Perch Major Subdivision preliminary plan, located south of Hutchinson Lane and east of the Canyons ROSI, proposes the division of a 37 acre parcel into 14 lots. This application was before the PC on January 29, 2019 and recommended for Approval. The application was before the BoCC on February 12, 2019 and approved. The application has been sent for agency review. This application will be before the Planning Commission on **October 29, 2019**.
- The Loeffel Heritage Water Subdivision Exemption at 36095 CR 385 proposes to divide a 48.3 acre parcel into two lots of 29.8 acres and 18.5 acres. The application will be before the BoCC on **November 19, 2019**.
- The Hayden-Gray plat amendment of Lot 18, Boothill Subdivision, Filing No. 4 proposes the reduction of the front setback from 50' to 30'. This application will be heard by the BoCC on **October 10, 2019**.
- The Amundson Lot Line Elimination proposes the merger of Lots 12 and 13 of Boothill Subdivision, Filing No. 2. This application will be heard by the BoCC on **October 10, 2019**.
- The THS Investments Plat Amendment of Lot 42, Weldon Creek proposes the reconfiguration of the building envelope at the same acreage as the original plat. This application will be before the BoCC on **November 5, 2019**.
- Rio Frio Minor Subdivision sketch plan on CR 300 proposes division of the 27-acre Parcel 1 of the Nestle Water/Jacobson Boundary Line Adjustment into 4 residential lots, 2 common use outlots and Rio Frio Lane. The application was before the Planning Commission on September 24, 2019



and was recommended for approval. The application will be before the BoCC on **October 10, 2019**.

- The Pikul-Chanay Boundary Line adjustment proposes to transfer 0.04 acres from the Chanay lot to the Pikul lot in order to create a 4.00 acre parcel. The application will be before the BoCC on **October 15, 2019**.
- The RGP Industrial Park Major Subdivision preliminary plat on the south side of CR 140 across from the west end of the Harriet Alexander Field runway proposes 5-2.1 acre lots in the industrial zone with no residential use. This application was heard and recommended for approval by the PC on November 27, 2018. The application was heard and approved by the BoCC on December 12, 2018. The preliminary plan application has been sent for agency review. The application was to be before the Planning Commission on July 30, 2019 and the BoCC on August 30, 2019 but was continued at the request of the applicant. The application was to be heard by the Planning Commission on September 24, 2019 but was **continued** to **October 29, 2019** at the applicant's request.
- Clear Cool Water at Ark River a Rocky Mountain Sanctuary at 9325 CR 160 proposes a 13-unit Duplex Townhome Development by Major Impact Review and Townhome Subdivision Exemption on 26 acres. This application was to be before the Planning Commission on July 30, 2019 and before the BoCC on August 13, 2019, but was continued at the request of the applicant. The application was heard by the Planning Commission on August 27, 2019 and continued to September 24, 2019 to allow the applicant time to clarify elements of the proposal. The application will be before the BoCC on **October 10, 2019**.

#### Recently Approved, Denied or Withdrawn Applications:

- The Nola Minor Subdivision final plat at 7505 CR 156 W proposes to divide the 4.06 acre Tract 3 of the Marques Tracts into 2 lots of 2.03 acres. The application was heard by the Planning Commission on April 30, 2019 and was sent for Agency Review. The Final Plat was heard by the Planning Commission on August 27, 2019 and was recommended for approval. The application was before the BoCC on September 10, 2019 and approved.
- The Williamson Minor Subdivision final plat at 6275 CR 178E (east of Ute Heights) proposes to divide 9.7 acres into two lots of approximately 5 acres. The application was heard and approved by the Planning Commission on March 26, 2019. The application was sent for agency review. The Final Plat was before the Planning Commission on August 27, 2019 and was recommended for approval. The application was before the BoCC on September 10, 2019 and continued to allow the BoCC to visit the site on September 12. The application was before the BoCC again on October 1, 2019 and approved.
- Centerville Ranch Major Subdivision preliminary plan proposes 133 lots ranging in size from 1.5 to 9.3 acres on 495 acres within a 907-acre ranch. This application was heard by the Planning Commission on January 29, 2019 and recommended for approval. The application was before the BoCC on February 12, 2019, continued to February 21, 2019 and then continued

to March 12, 2019 for a special meeting at the fairgrounds. At the March 12 meeting the BoCC approved the sketch plan and directed the County Attorney to draft a Resolution. The Resolution was approved by the Board at the March 19, 2019 meeting and Central Colorado Conservancy presented a concept for a Conservation Easement that would encompass the southerly 2/3 of the ranch. The application was sent to review agencies. The Preliminary Plan is for Phase I of 62 Lots. The application was heard by the Planning Commission at a special meeting held at the Fairgrounds on August 21, 2019 and recommended for approval. The application was before the BoCC at another special meeting held on September 4, 2019 and approved.

- Crosswinds Major Subdivision Sketch plan located on CR 319 west of the Central Colorado Regional Airport proposes re-subdivision of Lot 2 of the Southwinds Minor Subdivision and Lot 1 of the Baker Boundary Line Adjustment into 16 Lots with a minimum size of 2 acres. This application was heard by the Planning Commission on August 27, 2019 and recommended for approval. The application was before the BoCC on September 10, 2019 and approved.
- Arkansas Valley Adventures Campground at 40579 N. Hwy 24 has applied for a Limited Impact Review for a seasonal employee campground. This application was heard by the Planning Commission on September 24, 2019 and approved.
- The Fink Lot Line Elimination in Nathrop combines Lots 6-10 and 11-13 of Block 12 into one parcel of 1.1 acres. The application was before the BoCC on September 17, 2019 and approved.
- The Hunter Boundary Line Adjustment at 29221 CR 330 proposes the replat of Lots 5-7 of the Craig Subdivision into 2 lots. The application was before the BoCC on September 17, 2019 and approved.

#### Applications Requiring Applicant Action:

- Hawkins Minor Subdivision Sketch Plan at the west end of Sunshine Acres on the North side of Highway 50 proposes to divide 9.1 acres into 2 lots of 3 and 9 acres with access through Lot 1, Block A of Sunshine Acres. The application was before the Planning Commission on May 28, 2019 and was approved for agency review.
- Ruby Mountain Minor Subdivision sketch plan, located east of the Arkansas River adjacent to the Ruby Mountain campground, proposes to divide a 19.7-acre parcel into two lots. This application was before the PC on January 29, 2019 and recommended for approval. The application will be sent for agency review upon receipt of the final submittal.
- El Rancho Vaquero Minor Subdivision north of the Buena Vista rodeo grounds proposes to divide the outlot created by the Heritage Water Subdivision into 3 lots of 9.6 to 9.8 acres. The Minor Subdivision was before the Planning Commission on February 26, 2019 and recommended for agency review.

- Whispering Pinons Acres Major Subdivision Sketch Plan at 11341 CR 206, west of the Poncha Springs Cemetery, proposing 12 lots on 40 acres was heard and approved by the BoCC on March 13, 2018. Staff granted a 6-month extension to submit the preliminary plat through September 13, 2019.

#### Out of Compliance Applications:

- Estates at Mt. Princeton Phase II & III (OLD) are required to be completed by 06/08/2015 (sketch plans for multiple filing subdivisions are valid for a maximum of 5 years under the old regulations). The PUD development agreement also refers to a five-year term, requiring that all phases have final approval within 5 years. Staff had a pre-application meeting with the applicant on 6/4/15. No application submitted to date. This subdivision is out of compliance. Staff met with representatives of Mt. Princeton Holdings and Phelps Engineering on September 30, 2019 and it was agreed that Phases II & III will need to be considered as a new application. A replat of lots in Phase I was also discussed.
- E. North Fork Acres Homeowners Association:** During discussion of the Monarch Shadows Minor Subdivision it was noted that the NFHOA does not own Hanging Tree Drive as the developer let it revert to Chaffee County in a tax sale. NFHOA is requesting that Chaffee County deed the road to the HOA. Planning Staff is working with the applicant and this will be before the BoCC at a date to be determined.
- F. CR 162 Fiber Optic line Installation:** Staff is working with Central Colorado Telecom and the Forest Service to secure a utility easement within the FRTA easement to provide service to Alpine and St. Elmo.
- G. Nestle Waters:** Staff continues to work with Nestle Waters in anticipation of a permit amendment and renewal of the 1041 permit. The 2018 Annual Report was received by staff on May 1, 2019. Staff met with Larry Lawrence on August 6, 2019 to review renewal submittal requirements. Nestle has submitted an application for extension of the permit without amendment. This application is being scheduled for hearing.
- H. Homestake pipeline reconstruction 1041 permit:** Staff met with Homestake representatives to discuss an amendment of this 5-year permit for an additional 5 years to repair additional sections of pipeline.
- I. Valley View School:** Salida School District has proposed the transfer of this property to Chaffee County. Staff has noted that the 2004 transfer of this property from the Richardson Family was not in conformance with the Land Use Code. A survey of the property is being prepared in anticipation of an Exemption for Public Benefit to facilitate the transfer.
- J. Subdivisions subject to SIA with Lot Sales Restrictions:**
1. Estates at Mt. Princeton: LSR on Phase 1, Lots 10 and 16-27; was extended through June 27, 2019. Staff met with the applicant on September 30, 2019, see out of compliance applications.
  2. Lakeside Preserve: The BoCC granted a final extension to the Lot Sales Restriction through November 01, 2019. Applicant has requested final inspection and approval of Teal Ct.

3. River Meadow Estates Addition, Fil. 1-4; LSR was extended through October 20 2029
4. Shikoba Acres Fil. 2: LSR was extended through July 6, 2023.
5. Westwinds: LSR Lots 35-45 Filing 3 & Lots 46-49 and 52-55, Filing 4. Developer has entered into an escrow agreement with the County (\$270,000). Lot 46, Filing 4 was released in April, 2019. \$170,000 authorized for release on June 25, 2019. The remaining funds were authorized for release on August 22, 2019. Staff is working with the owner on final inspection and approval of the roads.
6. Bos Minor Subdivision: LSR on all 4 lots through November 11, 2019. This may require extension.
7. Chipeta Meadows Minor Subdivision: LSR on Lot 1 through July 13, 2019. This requires extension
8. Longhorn Ranch: Chaffee County holds an escrow account of \$10,000 for completion of improvements.
9. Oak Leaf Solar Farm: Improvements and Maintenance Agreement through July 27, 2019. The applicant has submitted the funds required by the Improvements Agreement and has submitted an application for the building permit.
10. Rafter's Roost: Improvements and Maintenance Agreement through October 31, 2021 for Phase I and through October 31, 2024 for Phase II.
11. Strother Minor Subdivision: LSR through July 7, 2023.

#### **K. Violation Investigations**

1. Wyzkiewicz/Hirschey Property – 11341 CR 206. Building and Zoning violations. This property is being platted as Whispering Pinons Acres Major Subdivision, see items requiring applicant action. Staff is working with the applicant toward resolution of the building and land use violations.
2. Staff is reviewing 3 properties in Trout Creek Meadows on Singletree Road for possible camping violations.
3. Nathrop Properties – white metal Junk
  
4. 28417 CR 337, A violation letter was sent May 22, 2017 for operation of a salvage yard in a residential zone, accumulation of trash, and pole barn built without permits. The certified mail receipt was returned to the County with a received date of June 10, 2017. Staff has not been contacted by the property owner. This matter has been referred to the County Attorney. Staff is working with Daniel Tom on how to handle this currently.

### **III. Engineering**

#### **A. Road and Bridge**

1. Staff received an email from Robert Shanks CDOT stating that the grant we received for Granite Bridge is being rescinded due to inactivity in the project. Robert Shanks responded that they support the rehab of the current bridge. He informed me that CCI (Colorado Counties Inc) is the grant holder and to change aspects of the grant the county needs to contact them.

## B. Plan Review

1. Staff reviewed the following plans:
  - a. AVA rafting review traffic study.
  - b. Larks Perch Major subdivision.
  - c. Salida Library micro pile design.
  - d. Utility water and waste water design Buena Vista High School.
  - e. Staff did a site-visit at Williamson Subdivision with the developer and additional staff members to discuss building envelopes.

## C. OWTS Program

1. In September staff reviewed 18 OWTS designs. Issued 15 OWTS permits and 7 are on hold.
2. Staff reviewed approximately 30+ OWTS systems for short term rental applications.
3. Staff received 2 OWTS complaints and staff did a site visit at both locations:
  - a. 9325 CR 160: unpermitted septic; septic was operating properly and was installed prior to the building department and OWTS permits.
  - b. 9693 CR 163: rental w/sewage backup; the septic tank is not operating properly. Staff informed owner that the tank will have to be pumped and monitor for 3 months to determine if there are any system components that may be failing.



Figure 1 Septic tank

## B. Regional engineering plan review and inspection

1. Staff has been performing inspections for the Buena Vista High School.
2. Staff did a site-visit at the EMS building on Cr 120 to look at their remode. Several code issues were identified that we are currently working through.

## C. Engineering Projects

1. Homestake water diversion project: Staff has performed 6 inspections this month. The inspections were for the pump vault and the water intake piping vault (see below). The project is on schedule; this phase of the project is scheduled to complete in November 2019.



Figure 2 Water intake bulk head



Figure 3 Piping vault

2. The Chaffee county Fairgrounds arena:
  - a. The construction on the North-side has started. Emergency lighting has been installed and the caissons for the 2 steel light poles have been poured. The expected delivery of the 2 steel light poles is November 2019.



Figure 4 Light pole caisson

3. Salida Public Library addition:
  - a. Due to the close proximity of the existing house with respect to the new addition, the existing house needed to be shored with a micro pile retaining wall.



Figure 5 Micro pile retaining wall

4. Chaffee County Administration Building:
  - a. Preliminary design is 100% complete.
  - b. Preliminary Cost estimate has been completed.
5. Buena Vista High School: Phase 1 of 3 is under construction.
  - a. Phase 1:
    - i. The foundation is 100% complete,
    - ii. Slab on grade 100% complete,
    - iii. 1<sup>st</sup> floor slab 100% complete,
    - iv. CMU walls 100% complete,
    - v. Steel construction is 100% complete,
    - vi. Framing is 99% complete for Section,
    - vii. Drywall is 80% complete,
    - viii. Utilities are 80% complete,
    - ix. Staff has performed 54 inspections to date,
  - b. Phase 2: 2% complete.
    - i. Gym framing is 100% complete,
  - c. Phase 3: 0% complete.
  - d. Demo: 0% complete.



## **SEPTEMBER 2019 STAFF REPORTS**

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### **Police Department –**

- There were 536 calls for service in September.
  - PD has been assisting the Chaffee County Sheriff's office with the Decker Fire.
  - Partnered with Absolute Bikes for the Bike Helmet/Safety Program. Approximately 95 students received new helmets and practiced bike safety on a course set up by the Police Department.
  - The Chaffee County Drug Task Force has been active in Salida; we will be making some distribution-related arrests in the near future.
- 

### **Fire Department -**

- Assisted with the 4<sup>th</sup> grade bicycle program hosted by Absolute Bikes.
  - Currently have three of our career staff on a South Arkansas engine working night shift on the Decker Fire. All total, we have two South Arkansas trucks and eight members of the wildland team assisting on the fire.
  - Salida Fire is maintaining staffing levels to provide service to the community aside from the Decker Fire. If something large were to occur, we will utilize our aid agreements with neighboring agencies to assist us if needed.
  - Chief Bess is extremely proud of how this community has stepped up during this trying time.
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### **Finance Department –**

- The proposed 2020 budget has been drafted and presented to Council. A public inspection copy is available in the Finance office for citizen review.
- The annual City code requirements for certifying delinquent utility accounts to the Chaffee County Treasurer for lien purposes have been met.
- Monthly vendor payments, utility billings and payments, employee payrolls, etc. have been processed accurately and without a hitch.
- Preparations are underway to perform an overdue update to our Tyler software.
- Coordination of the meetings for the newly formed employee benefits committee is underway.
- We are in the process of assisting other in capturing costs related to the Decker Fire for possible future Federal reimbursement.



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### **Community Development –**

- The Planning Commission has held work sessions in addition to their regular meetings on August 26, September 23 and October 8, principally to review changes to the Accessory Dwelling Unit requirements. Other subjects included a review of Robert's Rules of Order, Multiple Principal Structures and an update on the Inclusionary Housing Ordinance. **Attached** is a table we presented to the Commission summarizing the commitments for affordable housing.
- The City has purchased Chrome Books for the Historic Preservation Commission and trained them on downloading their agendas and packets for their meetings. We will no longer need to mail huge paper documents to them.
- Two of the staff and a Planning Commissioner were able to attend the Colorado Planning Association conference in Snowmass.
- The Director was able to attend the Western Planner Conference in Santa Fe. Our code consultant presented thought-provoking sessions on temporary uses and non-conforming uses.
- We will make some final changes to the Downtown Parking Study this week and distribute to the public and downtown business owners. We are planning a public hearing with City Council on November 5.

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### **Recreation Department –**

- The Office Wave project is wrapping up and a trail along the Riverside Trail has been paved to improve accessibility for users with mobility concerns.
- Alpine basketball court is striped, lit and open for use.
- All the City parks are being aerated, fertilized and the sprinklers turned off for the winter.
- The Aquatic Center is in the middle of its cleaning and sanitizing process – it remained open for firefighters and evacuees for shower use.
- The Recreation Department is working with the Fairgrounds, the Community Center and other community organizations to provide space for various activities.
- Draft 2 of the Marvin and Centennial parks concept designs should be in hand next week.
- Continuing to work to connect public spaces and trails, determine community wants and needs for parks and recreation with the goal of helping Salida be healthy and happy.

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### **Public Works –**

- **Administration:**
  - o Attended quarterly CDOT TPR meeting at which long-range planning and prioritization for the region were discussed. It was recorded in the minutes that CDOT would consider multi-modal improvements along SH 291 as a possible future project. CDOT also identified ADA ramp improvements in Salida for either 2020 or 2021.

- Initiated design for 2020 street rehab projects, along with ongoing construction management and preconstruction meetings for Wood Avenue and E Street.
- Provided logistic support on an as-needed basis for the Decker Fire.
- **Streets:**
  - Officially opened reconstructed 5<sup>th</sup> Street and C Street with a few minor punchlist items remaining.
  - Wood Avenue (Oak Street to Caldwell) water work is complete and curb and gutter construction is underway.
  - E Street (Sackett to 1<sup>st</sup> Street) water main work is complete and water services along with curb and gutter construction is in progress.
  - Continuing with concrete rehab project (sidewalks/crosswalks) in the vicinity of F and 15<sup>th</sup> Streets.
- **Water/Wastewater:**
  - Continuing consultant support on WWC master plan. Additional survey data has been obtained in areas that were recommended to support the planning efforts.
  - Routine water meter replacement and facilities maintenance on-going.
  - Continued high volume of utility locate requests.



*Figure 1 - C St. (8th to 9th by High School)*

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### **SteamPlant & Scout Hut-**

- It's been another busy month with 20 more events than August. Between all the venues, there were 74 activities, including three concerts, films and theater productions, five dances, two art receptions and weddings, and the Summer Daze Music Festival. Total number of attendees was 3518, compared to 4614 in August.

## APPROVED HOUSING PROJECTS WITH AFFORDABLE HOUSING (AH)<sup>1</sup> REQUIREMENT

Project	No. of Lots	No. of Units		No. of AH Units		Optional In-Lieu Fees		Mechanism
		Min	Max	Min	Max	Min	Max	
River Ridge Major Subdivision	41	41	83	6	11	\$645,668	\$1,307,084	Inclusionary Ordinance
Buckley-Meadows Minor Subdivision	4	4	8	1	1	\$31,496	\$31,496	Annexation
Love Agreement (Chaffee County)	3	3	5	1	1	\$23,622	\$23,622	Pre-Annexation
Two Rivers Phase 1 (CHT)	63	63	130	8	8	NA	NA	Annexation
Two Rivers Southside	48	48	121	9	11	NA	NA	Annexation
Salida Crossings	1	122	122	30	30	NA	NA	Planned Development
D & W Minor Subdivision	3	3	6	1	1	\$23,622	\$47,244	Inclusionary Ordinance
Cleora RV Park	131	131	131	17	17	NA	NA	Annexation
<b>TOTAL<sup>2</sup></b>	<b>294</b>	<b>415</b>	<b>606</b>	<b>73</b>	<b>80</b>	<b>\$724,408</b>	<b>\$1,409,446</b>	

<sup>1</sup> Affordable Housing for households @ 80% or < AMI

<sup>2</sup> There may be variations in totals of units; AH units and in-lieu fees due to density and AH options permitted by the Land Use Code.