

RESOLUTION NO. 22

SERIES 2017

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE SNOW REMOVAL REIMBURSEMENT COVENANT AFFECTING LOTS 1, 4-7, 10, 11, 14-17 AND 19, BLOCK 79, TOWN OF CRESTED BUTTE ACCORDING TO THE REPLAT OF PARADISE PARK SUBDIVISION RECORDED IN THE OFFICIAL REAL PROPERTY RECORDS OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO ON APRIL 29, 2016 AT RECEPTION NO. 639098

WHEREAS, the Town of Crested Butte, Colorado (the "**Town**") is a home rule municipality, duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, Section 4.7 of the Crested Butte Town Charter provides that the Council may act, other than legislatively, by resolution;

WHEREAS, the Town has created affordable housing in Block 79 for ownership by persons who qualify pursuant to the Town's affordable housing guidelines for Paradise Park Subdivision;

WHEREAS, the Town Staff has recommended to the Town Council that for the alley located in Block 79, the owners of such affordable housing properties pay their aliquot share of the Town's costs of performing snow removal services in the alley adjacent to such properties; and

WHEREAS, based on the Town Staff's recommendation, the Town Council finds that it is appropriate that the owners of the properties in Block 79 adjacent to the alley pay their aliquot share of the Town's costs of performing snow removal services in the alley to such properties, and, according, the owners of such properties in Block 79 entering into a covenant obligating such owners to pay the Town's costs of performing snow removal services is in the best interest of the health, safety and welfare of the Town, its residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, THAT:

Section 1. **Recitals and Findings.** The Recitals set forth above are hereby incorporated as if fully set forth herein. The findings set forth in such Recitals are hereby deemed findings of fact material to these resolutions.

Section 2. **Approval of Snow Removal Reimbursement Covenant.** The Town Council approves the "Snow Removal Reimbursement Covenant" attached hereto as **Exhibit**

"A," the same being in the best interest of the health, safety and welfare of the Town, its residents and visitors. The Town Manager is hereby authorized to execute the Snow Removal Reimbursement Covenant on behalf of the Town. Once fully executed and notarized, the Town Clerk shall cause the Snow Removal Reimbursement Covenant to be recorded in the official real property records of the Clerk and Recorder of Gunnison County, Colorado.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO THIS 1st DAY OF May 2015.

TOWN OF CRESTED BUTTE, COLORADO

By: Glen Michel
Glen Michel, Mayor

ATTEST:

Lynelle Stanford
Lynelle Stanford, Town Clerk



EXHIBIT "A"
(Snow Removal Reimbursement Covenant)

[attach form here]

**RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:**

Town of Crested Butte
Attn: Town Clerk
P.O. Box 39
Crested Butte, CO 81224

SNOW REMOVAL REIMBURSEMENT COVENANT

THIS SNOW REMOVAL REIMBURSEMENT COVENANT (this "Covenant") is made effective this 10th day of May, 2017 by and between the TOWN OF CRESTED BUTTE, COLORADO (the "Town"), Colorado home rule municipal corporation with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and the fee title owners (each an "Owner"; collectively the "Owners") of Lots 1, 4-7, 10, 11, 14-17 and 19, Block 79, Town of Crested Butte according to the Replat of Paradise Park Subdivision Recorded in the Official Real Property Records of the Clerk and Recorder of Gunnison County, Colorado on April 07, 2016 at Reception No. 631098 (the "Subject Property").

RECITALS:

- A. The Owners that have executed this Covenant represent the fee title owners collectively of the Subject Property, and individually of the lots contained therein.
- B. The Subject Property and the individual lots contained therein have certain alleys adjacent and appurtenant thereto.
- C. Each of the Owners desire to have such alleys snow-plowed by the Town as and when necessary.
- D. The Town has agreed to plow such alleys as and when necessary provided that each of the Owners reimburses the Town its aliquot share of the costs of such snow plowing services.

NOW, THEREFORE, in consideration of the agreements, covenant and conditions set forth herein, the Town and the Owners agree as follows:

AGREEMENT:

- 1. Removal of Snow. The Town hereby agrees to plow the alleys adjacent and appurtenant to the Subject Property as and when the Town determines the same is appropriate, consistent with the Town's other Town-wide plowing and snow removal programs (the "Alley Plowing Services"). The Town may contract for the performance of such Alley Plowing Services on behalf of the Town.

640815

**RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:**

Town of Crested Butte
Attn: Town Clerk
P.O. Box 39
Crested Butte, CO 81224

SNOW REMOVAL REIMBURSEMENT COVENANT

THIS SNOW REMOVAL REIMBURSEMENT COVENANT (this "Covenant") is made effective this 1st day of May, 2017 by and between the TOWN OF CRESTED BUTTE, COLORADO (the "Town"), Colorado home rule municipal corporation with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and the fee title owners (each an "Owner"; collectively the "Owners") of Lots 1, 4-7, 10, 11, 14-17 and 19, Block 79, Town of Crested Butte according to the Replat of Paradise Park Subdivision Recorded in the Official Real Property Records of the Clerk and Recorder of Gunnison County, Colorado on April 07, 2016 at Reception No. 639098 (the "Subject Property").

RECITALS:

- A. The Owners that have executed this Covenant represent the fee title owners collectively of the Subject Property, and individually of the lots contained therein.
- B. The Subject Property and the individual lots contained therein have certain alleys adjacent and appurtenant thereto.
- C. Each of the Owners desire to have such alleys snow-plowed by the Town as and when necessary.
- D. The Town has agreed to plow such alleys as and when necessary provided that each of the Owners reimburses the Town its aliquot share of the costs of such snow plowing services.

NOW, THEREFORE, in consideration of the agreements, covenant and conditions set forth herein, the Town and the Owners agree as follows:

AGREEMENT:

1. **Removal of Snow**. The Town hereby agrees to plow the alleys adjacent and appurtenant to the Subject Property as and when the Town determines the same is appropriate, consistent with the Town's other Town-wide plowing and snow removal programs (the "**Alley Plowing Services**"). The Town may contract for the performance of such Alley Plowing Services on behalf of the Town.

2. **Reimbursement.** In exchange for the Town providing the Owners the Alley Plowing Services, the Owners agree to reimburse the Town the costs and expenses thereof. The Owners sharing ratios by lot in the Subject Property for purposes of determining each lot's proportionate share of the total costs and expenses of the Alley Plowing Services and reimbursing the Town therefor are as follows:

Lot 1:	1/19
Lot 4:	2/19
Lot 5:	1/19
Lot 6:	2/19
Lot 7:	1/19
Lot 10:	3/19
Lot 11:	2/19
Lot 14:	2/19
Lot 15:	1/15
Lot 16:	2/19
Lot 17:	1/19
Lot 19:	1/19

3. **Duration; Obligations.** The rights, obligations and restrictions contained in this Covenant shall run with the land and title to the Subject Property and the individual lots contained therein and shall forever bind all persons and entities having any right, title or interest in and to such property.

4. **Payment.** Each Owner shall pay the Town such lot Owner's proportionate share of the costs and expenses of the Alley Plowing Services in a timely manner, not to exceed 30 days from receipt of an invoice therefor. Any amounts not timely paid shall accrue interest at a rate of 3% per annum, commencing as of the date such sum is due until paid.

5. **Default; Remedies.**

5.1 The following conditions, occurrences or actions shall constitute a default by an Owner under this Agreement: (a) an Owner's failure to pay to Town upon demand any amounts due and owing the Town under this Covenant; and (b) an Owner's violation of any provision of this Covenant.

5.2 Upon the occurrence of a default of an Owner, the Town shall have the right to pursue all remedies at law and in equity.

5.3 All remedies may be applied concurrently and not to the exclusion of any other remedy. In the event of any legal action or advice necessary to execute such remedies and/or interpret this Covenant, the applicable Owner shall pay to the Town all reasonable costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees.

