

*Crested Butte is a small mountain town with a big community that strives toward a balanced and sustainable lifestyle while enjoying and protecting the soul of the Valley.*

### Town Council Values

- Support Crested Butte's quality of life
- Promote resource efficiency and environmental stewardship
- Encourage a sustainable and healthy business climate
- Actively support an authentic and unique community
- Remain fiscally responsible
- Continue thoughtful management of our historic character
- Seek collaborative solutions to regional and local issues

*Critical to our success is an engaged community and knowledgeable and experienced staff.*

## AGENDA

### Town of Crested Butte

### Regular Town Council Meeting

### Monday, April 6, 2020

### Council Chambers, Crested Butte Town Hall

#### Meeting Information to Connect Remotely:

**Use Link:** <https://zoom.us/j/407023029>

**Or Telephone:**

**Dial US: 1-669-900-6833 or 1-346-248-7799 or 1-929-205-6099 or 1-253-215-8782 or 1-301 715-8592 or 1-312-626-6799**

**Webinar ID: 407 023 029**

*The times are approximate. The meeting may move faster or slower than expected.*

#### **6:00 WORK SESSION**

Discussion on the COVID-19 Recovery Plan in Gunnison County.

#### **7:00 REGULAR COUNCIL MEETING CALLED TO ORDER BY MAYOR OR MAYOR PRO-TEM**

#### **7:02 APPROVAL OF AGENDA**

#### **7:04 CONSENT AGENDA**

- 1) March 13, 2020 Emergency Town Council Meeting Minutes.
  - 2) March 15, 2020 Emergency Town Council Meeting Minutes.
  - 3) March 16, 2020 Regular Town Council Meeting Minutes.
  - 4) Resolution No. 9, Series 2020 - A Resolution of the Crested Butte Town Council Accepting Construction of the Water Treatment Plant Improvements Performed by Moltz Construction Inc.
  - 5) Resolution No. 10, Series 2020 - A Resolution of the Crested Butte Town Council Accepting Utility, Storm Water, Electric and Irrigation Infrastructure Easements Associated with the Phase 2 Kapushion Tracts Located in Block 2, Lots 17-32 and Block 11, Lots 1-16, Town of Crested Butte.
  - 6) Restaurant/Bar Seating on Public Sidewalks for: Brick Oven LTD DBA Brick Oven Pizzeria Located at 223 Elk Avenue; Vertigo Ventures LLC DBA The Secret Stash Located at 303 Elk Avenue; Teocalli Tamale Company DBA Teocalli Tamale Located at 311½ Elk Avenue; Public House LLC DBA Public House Located at 202 Elk Avenue; and Ladybug LTD DBA Talk of the Town Located at 230 Elk Avenue.
- The listing under Consent Agenda is a group of items to be acted on with a single motion. The Consent Agenda is designed to expedite Council business. The Mayor will ask if any citizen or council member wishes to have any specific item discussed. You may request that an item be removed from Consent Agenda at that time, prior to the Council's vote. Items removed from the Consent Agenda will be considered under New Business.*

#### **7:06 PUBLIC COMMENT**

*Citizens may make comments on item not scheduled on the agenda. Those commenting should state their name and physical address for the record. Comments may be limited to five minutes.*

#### **7:15 STAFF UPDATES**

#### **7:25 OLD BUSINESS**

- 1) Updated Financial Forecast and Discussion.

#### **8:05 PUBLIC HEARING**

- 1) Continuation of the Slate River Annexation Public Hearing.

#### **8:15 NEW BUSINESS**

- 1) Resolution No. 11, Series 2020 - A Resolution of the Crested Butte Town Council Finding that the Slate River Subdivision is Eligible for Annexation.

**8:25** 2) Ordinance No. 8, Series 2020 - An Ordinance of the Crested Butte Town Council Amending Chapter 16, Article 4 to Include Division 12-R1F Residential

District.

- 8:35** 3) Ordinance No. 9, Series 2020 - An Ordinance of the Town of Crested Butte Town Council Annexing Slate River Major Subdivision. – *First reading of the ordinance will be continued to April 20, 2020.*
- 8:45** 4) Ordinance No. 10, Series 2020 - An Ordinance of the Town of Crested Butte Town Council Establishing the Zoning Designations for the Slate River Annexation; and Amending the Town of Crested Butte's Official Zoning District Map for the Purpose of Including the Slate River Annexation.
- 8:55** 5) Ordinance No. 11, Series 2020 - An Ordinance of the Town Council of the Town of Crested Butte Authorizing a Potable Water Service Agreement for Lot 8, Trapper's Crossing at Crested Butte, Gunnison County, Colorado.
- 9:05** 6) Ordinance No. 12, Series 2020 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described as Unit 1, Red Lady Estates

Condominiums, Town of Crested Butte, County of Gunnison, State of Colorado to Brian and Maria Fenerty for the Sale Price of \$20,000.00.

**9:15** 7) Council Representatives for COVID-19 Response and Recovery Planning Efforts.

**9:35** **LEGAL MATTERS**

**9:40** **COUNCIL REPORTS AND COMMITTEE UPDATES**

**9:55** **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

**10:05** **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, April 20, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, May 4, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, May 18, 2020 - 6:00PM Work Session - 7:00PM Regular Council

**10:10** **EXECUTIVE SESSION**

For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b).

**10:40** **ADJOURNMENT**

**MINUTES**  
**Town of Crested Butte**  
**Emergency Town Council Meeting**  
**Friday, March 13, 2020**  
**Council Chambers, Crested Butte Town Hall**

Mayor Schmidt called the meeting to order at 4:33PM.

Council Members Present: Will Dujardin, Candice Bradley, Chris Haver, and Laura Mitchell

Mona Merrill and Mallika Magner connected to the meeting via conference call.

All of the Council members voted on the motions.

Staff Present: Town Manager Dara MacDonald, Town Clerk Lynelle Stanford, Chief Marshal Mike Reily, and Public Works Director Shea Earley

Town Attorney Barbara Green, Community Development Director Michael Yerman, Finance Director Rob Zillioux, and Parks and Recreation Director Janna Hansen connected to the meeting via conference call.

**APPROVAL OF AGENDA**

Dujardin moved and Haver seconded a motion to approve the agenda. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**Discussion Topics:**

**1) Status of COVID-19 in Gunnison County.**

MacDonald updated on the status of COVID-19 in Gunnison County. Three people in the County had been diagnosed with COVID-19, and one person that was diagnosed in Gunnison County returned home to Denver. They were being prudent on whom they were screening. It was known that COVID-19 was here, and it was spreading. The County would be announcing that events including more than 50 people were prohibited. Schmidt added that restaurants would self-monitor, and the number of 50 people did not include staff.

**2) Steps the Town has taken to address the situation.**

MacDonald reviewed the chain of command and roles. Town had been working with the EOC through the Marshal's Office. Town would continue providing information as it became available. Staff had developed a response plan. MacDonald explained details of the response actions and noted they were cumulative. Town was currently following the Tier IV response that was tied to the school closure. MacDonald reported on the

availability of conference calling and an app for the phone system. She outlined what was being done to continue essential services.

### **3) Steps the County has taken to address the situation.**

The steps taken by the County had been discussed.

### **4) Authority of Various Jurisdictions (Fed, State, County, Municipality).**

Green recognized that the County controlled any restrictions solely related to health, and the Town could not enact anything less stringent. She recommended deferring to the County as the safest way to go. Schmidt wondered about implications pertaining to a National State of Emergency being declared.

Schmidt referred to the letter, the Mayor's message that was included in the packet. He wanted to add that for now they asked people to indulge in virtual hugs and save the real hugs for later. Dujardin implored they were not taking decisions lightly. Ashley UpChurch, from The Chamber, added that support for businesses was important. MacDonald read the paragraph she drafted to include in the letter, to which the Council agreed.

## **NEW BUSINESS**

### **1) Ordinance No. 7, Series 2020 - An Emergency Ordinance of the Crested Butte Town Council Amending Chapter 2 of the Municipal Code to Add a New Section 9 on Emergency Powers.**

Schmidt read the title of the ordinance. Green reviewed authorities the ordinance granted to the Town Manager. They were dealing with the question of someone who already had an application in the hopper. This ordinance allowed the Town Manager to waive deadlines and hearings until the emergency was over. There was a discussion on the allowance of Council members voting over the phone. Green pointed out that was addressed in Section 2-9-20.

Schmidt asked for comments from the public.

Joey Carpenter - 914 Butte Avenue

- He asked whether the Town Manager would be able to enact an emergency in the event the Council members were unable to respond.

Haver moved and Dujardin seconded a motion to approve Ordinance No. 7, Series 2020. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

### **2) Resolution No. 7, Series 2020 - A Resolution of the Town Council of the Town of Crested Butte, Colorado Declaring a Local Disaster Emergency.**

Schmidt read the title of the resolution. Green affirmed she drafted the resolution. MacDonald pointed out Section 2, listing measures that would be taken. Bradley wondered if there was a plan for people who could not move their cars for alternate side of the street parking. Earley identified the towing would be conservative. He explained situations when a vehicle would be towed. MacDonald confirmed it was helpful for plowing if people moved their cars.

Dujardin moved and Bradley seconded a motion to approve Resolution No. 7, Series 2020. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

### **3) Consideration of Any Emergency Actions of the Part of the Town of Crested Butte.**

MacDonald stated there was not anything immediately urgent. They were thinking of fuel supply. Mountain Express operations were on the radar, and they were tight on staffing. She mentioned working with the County to set up a screening center that would be located at the Community School. Reily elaborated upon the plan.

Dujardin wanted to discuss the County order. He identified that Town trusted the County’s response at this point. Merrill wanted to be more aggressive. She suggested notices, that the Town recommended self-isolation, be posted at all of the restaurants, despite the County’s order on 50 people. The Council was in a position to do something more radical. Dujardin did not think the County covered social distancing enough. Merrill brought up her concerns regarding the lack of ventilators at the hospital. She expected it to get a lot worse. Bradley pointed out the email she sent regarding retail food. Dujardin appreciated Merrill’s urgency, and he acknowledged the number of tests available. From communicating with business owners, Bradley thought they were on top of it. Dujardin said they needed to clarify what social distancing meant and what it entailed. He wanted the six-foot buffer maintained between guests and that part of the County’s order was not clear.

UpChurch agreed with the Council members’ thoughts, but she was concerned about the strong recommendation that businesses closed down, this week in particular. Business owners were taking it seriously. Merrill identified that it was more imperative to do something now, rather than weeks down the road. Magner questioned suggesting a 25-person limit. The discussion turned to suspending Mountain Express service because people could not maintain the six-foot distancing. Haver listed actions that could help, such as encouraging take out and posting the County’s order. Dujardin reiterated the Town needed to enforce social distancing. Mitchell stated the busses needed to be closed down. Details of social distancing were discussed. MacDonald told the Council the Town could work with The Chamber to communicate information on social distancing. MacDonald summarized: 1) The Council’s recommendation to the Mountain Express Board would be to eliminate service; 2) Town would work with The Chamber to push messaging for delivery or take out of food and for six feet of separation.

**ADJOURNMENT**

Mayor Schmidt adjourned the meeting at 6:03PM.

---

James A. Schmidt, Mayor

---

Lynelle Stanford, Town Clerk (SEAL)

**MINUTES**  
**Town of Crested Butte**  
**Emergency Town Council Meeting**  
**Sunday, March 15, 2020**  
**Council Chambers, Crested Butte Town Hall**

Mayor Schmidt called the meeting to order at 5:00PM.

Schmidt read the public notice for the emergency meeting.

Schmidt acknowledged there were people on the phone, including the vast majority of the Council. MacDonald took a roll call of members of the public connected to the meeting.

Council members that were connected via phone: Will Dujardin, Candice Bradley, Chris Haver, Mallika Magner, and Mona Merrill

Schmidt was present at the meeting.

Laura Mitchell connected via phone later in the meeting.

Staff Present: Town Manager Dara MacDonald and Chief Marshal Mike Reily

Town Attorney Barbara Green, Finance Director Rob Zillioux, Public Works Director Shea Earley, Community Development Director Michael Yerman, and Parks and Recreation Director Janna Hansen were connected via phone.

---

Schmidt recognized it was a rapidly developing process within the County and State. He mentioned that the State sent out a public information notice. MacDonald summarized the notice that basically advised people who were guests to depart if they were not ill, and when they departed, they should self-quarantine. Schmidt wanted to make the County's order as clear as possible. He explained points from the County's order. The Town urged the whole concept of social distancing at the meeting the other day. The number of positive COVID-19 cases in the County was now eight. Since the last meeting on Friday, the ski areas in Colorado were closed for eight days.

Schmidt identified the purpose of the meeting was for consideration of any other steps for the safety of the public. The County was the lead health organization in determining policies. Schmidt reminded that the Town passed an emergency ordinance on Friday. MacDonald mentioned that Mountain Express would maintain service today; they would start their summer schedule tomorrow and would meet on Wednesday morning to re-evaluate. Executive Director of Mountain Express, Chris Larsen, confirmed the information conveyed by MacDonald was correct.

Schmidt asked what Haver's and Dujardin's suggestions and feelings were. Haver wanted people to have more information. The public health order was the bare minimum.

He encouraged everyone to do as much as possible to protect the community as a whole. There was a short discussion regarding public transportation such as the airlines and Alpine Express. Janet Farmer, Mayor of Mt. Crested Butte, affirmed hotels on the mountain were calling and telling people not to come. Haver said lodging businesses in Town were doing the same thing. MacDonald confirmed Town could reach out through email regarding VRBO properties.

Merrill thought as much communication as possible was extremely important. She felt people seemed unaware. She wondered what Town could do to get up to date information out to the community. Schmidt asked Executive Director of The Chamber, Ashley UpChurch, what had been sent to the businesses and what Town could do to help communicate. UpChurch explained what businesses were doing to operate. Haver reported on actions being taken and programs to assist businesses. Merrill asked about insurance coverage options. Roman Kolodziej, Councilman from Mt. Crested Butte, reviewed background regarding insurance. He said that almost every policy was exempt from a pandemic level outbreak, unless inventory was affected directly. There was a question from Chris Rourke at the *Gunnison Times* regarding FEMA funds. Green reminded of possible assistance from DOLA.

Schmidt asked Council members whether they were suggesting further things to do at this time. Dujardin wanted Council to take action regarding non-essential businesses. Essential businesses that were restaurants should only do take out or delivery. He acknowledged the County's order was a minimum. Bradley wanted to give businesses as much notice as possible. Merrill did not think that people knew the correct information. She wanted to make sure the community knew the Council was trying to do this for the best of everyone. UpChurch reported on how many restaurants and retail shops were still open and in what manner they were operating.

Schmidt listed businesses he would consider essential, such as hardware stores, liquor stores, and restaurants as to go only. Green recommended the Council come up with a list, rather than using the term non-essential. Secondly, Green reminded the Council they empowered MacDonald to make changes to issue shutdown orders. Green clarified that the most stringent order would control.

MacDonald summarized that the Council was of the mind that for now businesses that could remain open were grocery stores, gas stations, liquor stores and dispensaries, medical offices, and hardware stores. Businesses that would close to the public or could be open by appointment only: bars and breweries would be closed and retail would be call in or appointment only, with one member of the public at a time. A business would be forced to close for some period of time after a violation. The Council members vocally affirmed their support.

Schmidt brought forth discussion on Mountain Express. He thought it seemed their rules, limiting the number of passengers, were working quite well. He anticipated the number of passengers would be reduced even more tomorrow. Dujardin stated that tomorrow Mountain Express was going to the summer schedule with potential passenger

limitations. Bill Quiggle and Chris Larsen, from Mountain Express, were on the phone. Larsen said they ran the full schedule today, and Elk Avenue was full of people. Mountain Express, regarding transportation, needed to take care of the people that were here. Schmidt agreed with Larsen. Kolodziej pointed out there would be busses in reserve tomorrow, and they could call up busses to add service. Farmer recommended waiting to see what the County decided tomorrow and following their orders.

Schmidt outlined that MacDonald would make a strong recommendation about businesses closing, including lists of ones that could remain open and ones that had to be closed to public access. The Council could give additional direction to MacDonald tomorrow night while waiting to see what the County would do tomorrow. Mountain Express would transport people who did not have transportation. Larsen confirmed that the CB South route ended today.

Dujardin wanted to hear from each Council member, thoughts on Mountain Express's operations. Merrill recalled the discussion from Friday night. She said things were happening rapidly. She did not believe one could social distance on a bus. She questioned why people were even on the bus. She thought most people were getting the message how important it was to stay home, and there would be few people on the bus. Schmidt agreed Town would be pretty empty. Haver would like to get a report from Mountain Express on what was happening. Schmidt was agreeable to the busses running with social distancing.

Dujardin questioned how the Council went from recommending on Friday that Mountain Express close, to where they were now. He was in a meeting that resulted in his resignation from the Mountain Express Board. Haver said that they asked Council representatives to communicate information to the board but not to ignore other information. He trusted the board to make a decision with the information they had; they needed to support the board. Schmidt did not think they sent representatives Dujardin and Mitchell with a mandate but to consider what options were available. MacDonald acknowledged that Haver was right, in that the situation continued to evolve. Schmidt summarized the majority of the Council directed Mountain Express that they could continue to run as the board authorized. Mitchell added that if they wanted to turn the busses off, they should just do it. MacDonald affirmed she could direct the busses to not operate in Town if the Council felt strongly. She was not hearing that was the preferred option. Farmer pointed out that closing Mountain Express would cause ill will with Mt. Crested Butte. Kolodziej wondered what they were truly trying to accomplish. Larsen confirmed if the Town of Crested Butte shut down the busses, Mountain Express would shut down completely. Schmidt, Merrill, Haver, and Bradley were not in favor of shutting down the busses. There was further discussion on social distancing. Schmidt questioned social distancing with couples and people that knew each other. Merrill asked if there was social distancing on the busses right now. Larsen answered there was room to spread out. Tomorrow they intended to have monitors to ensure social distancing. Merrill wanted to know if social distancing could be required right away. Larsen stated people were social distancing themselves, even though Mountain Express was not enforcing. MacDonald said their board's issue was staffing to enforce social distancing.

With the reduction of service tomorrow, they would have staff in order to monitor. She emphasized people were encouraged to drive. Busses were for people who did not have other options. Schmidt summarized the direction from the majority was to continue with Mountain Express's plan, and the Council would discuss tomorrow night.

Schmidt returned to Chris Biddle's, from KBUT, question on pick up and delivery. To Schmidt, it was the same as the grocery store. Haver stated people were still leaving Crested Butte. They were in lodging and did not have cooking facilities. Schmidt recognized restaurants were stocked up on food that should not be wasted. MacDonald had been in touch with Joni Reynolds from the Department of Health. Reynolds was open to the steps the Town was considering. MacDonald also sent the information to the County Commissioners. UpChurch asked that the Town consider deferring tax payments. MacDonald said Town was considering how to delay or postpone when taxes were due. UpChurch asked people to support businesses by purchasing gift cards. Yerman asked about amendments to the agenda for tomorrow night. MacDonald explained they would talk about how to manage the items at the beginning of the meeting tomorrow.

### **ADJOURNMENT**

Mayor Schmidt adjourned the meeting at 6:26PM.

---

James A. Schmidt, Mayor

---

Lynelle Stanford, Town Clerk                      (SEAL)

**MINUTES**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, March 16, 2020**  
**Council Chambers, Crested Butte Town Hall**

Mayor Schmidt called the meeting to order at 7:05PM.

Council Members Present: Will Dujardin, Candice Bradley, Chris Haver, Mallika Magner, Laura Mitchell, and Mona Merrill

A roll call was taken at the beginning of the meeting, and all of the Council members affirmed their presence. Everyone connected and participated in the meeting via Zoom.

Staff Present: Town Manager Dara MacDonald and Town Clerk Lynelle Stanford

Finance Director Rob Zillioux, Community Development Director Michael Yerman, Public Works Director Shea Earley, and Parks and Recreation Director Janna Hansen

A roll call was taken at the beginning of the meeting, and the Staff members listed above affirmed their presence. They were connected and participated in the meeting via Zoom, with the exception of MacDonald and Stanford, who were present in Council Chambers.

Schmidt thanked everyone during the extraordinary circumstances and for being so cooperative. He thanked MacDonald and recognized information she gathered and sent. He also thanked Ashley UpChurch from The Chamber and especially the people at the County.

**APPROVAL OF AGENDA**

Staff removed item numbers three and four from New Business. UpChurch would take questions on the information included in the packet on The Chamber. MacDonald pointed out the agenda was generated before the outbreak.

Haver moved and Merrill seconded a motion to approve the agenda with the deletion of items three and four under New Business. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**CONSENT AGENDA**

**1) March 2, 2020 Regular Town Council Meeting Minutes.**

**2) Junior Bike Week Special Event Application for June 22<sup>nd</sup>, June 27<sup>th</sup>, and June 28<sup>th</sup>, 2020 Utilizing Town Property at The Depot, the Bike Park, and Town Ranch (Including Camping Overnight on the 26<sup>th</sup>) and Races Starting at the Perimeter**

**Trail at Tommy V Field and Finishing on Butte Avenue at the Beginning of Peanut Lake Road (No Road Closures).**

**3) The Paragon People’s Fair Special Event Application Closing Elk Avenue from 2<sup>nd</sup> Street to 4<sup>th</sup> Street and 3<sup>rd</sup> Street from the Alley Between Sopris Avenue and Elk Avenue to the Alley Between Maroon Avenue and Elk Avenue on September 5<sup>th</sup> and 6<sup>th</sup>, 2020.**

**4) MOU with Crested Butte Nordic for Student Organization Achieving Results Build.**

Haver moved and Bradley seconded a motion to approve the Consent Agenda. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

### **PUBLIC COMMENT**

Nancy Riemer

- She wanted to talk about the COVID-19 issue and restrictions for carryout.
- She mentioned the Town allowed one person at a time in a businesses; everyone else in the County was allowed to have ten people present. She thought it should match. She suggested the one (person) be a four (people), instead, or the same as the County.
- Schmidt told Riemer the Town would attempt to match the rules with the County rules. MacDonald clarified one person was limited to coming in for takeout. Haver asked that they discuss further at the end of the meeting.

### **STAFF UPDATES**

- MacDonald told the Council there was not a report and nothing other than COVID happening.

### **PUBLIC HEARING**

**1) Ordinance No. 3, Series 2020 - An Ordinance of the Crested Butte Town Council Approving the Lease of 504 Maroon Avenue to the Gunnison County Library District.**

MacDonald stated there had been no changes to the ordinance since first reading. The other lease had expired. This lease went into more detail than others on maintenance responsibilities. The lease rate was starting at \$8,380 a year with a 1% annual increase.

Schmidt confirmed proper public notice had been given. No one from the public chose to comment. The public hearing was closed. There was no discussion amongst the Council.

Dujardin moved and Haver seconded a motion to approve Ordinance No. 3, Series 2020. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**2) Ordinance No. 5, Series 2020 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described As Lot 1, Block 80, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Student Organization Achieving Results for the Sale Price of \$10.00.**

Schmidt read the title of the ordinance. Yerman reported that Town needed to allow SOAR to own the property for the build. Town would execute a purchase contract prior to transferring the lot and would buy back the completed structure. He explained details pertaining to the build and the reasoning for the transfer.

Schmidt acknowledged the building would be a single unit with a cat barn and public bathroom. Schmidt confirmed proper public notice had been given. He opened the public hearing. No one commented, and the public hearing was closed. There was no further Council discussion.

Haver moved and Dujardin seconded a motion to approve Ordinance No. 5, Series 2020. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**NEW BUSINESS**

**1) GCSAPP Youth Mental Health and Substance Abuse Program Update and Funding Request.**

Schmidt stated that GCSAPP was asking for \$10,200. Mitchell asked that GCSAPP run their request through the grant funding cycle. Haver recognized they were trying to get the program going as soon as possible for the kids. He pointed out the funds would come from the tobacco tax. Mitchell suggested they revisit in a month. Merrill questioned how much was in the tobacco fund. MacDonald identified the balance from the tax was just shy of \$12,000, after the first month. MacDonald explained the funds flowed through the General Fund. She pointed out the intention of the ballot language was to address nicotine use in the community. Mitchell said it was fine with her to spend the money. Dujardin agreed they could make the move right now. He plugged Crested Butte State of Mind.

Dujardin moved and Merrill seconded a motion to accept the ask from GCSAPP to put \$10,200 towards prevention and mental health for youth. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

Haver expressed his thanks and appreciation.

**2) Year-End Report on the Crested Butte/Mt. Crested Butte Chamber of Commerce from Executive Director Ashley UpChurch.**

Ashley UpChurch was connected to the meeting. She asked for questions from the reports included in the packet. UpChurch thought 2019 was a great year. She mentioned her last day would be May 15<sup>th</sup>. Schmidt thanked UpChurch for informing businesses

about COVID-19 procedures. Dujardin seconded Schmidt's thanks, and Council members chimed in voicing agreement.

**3) Ordinance No. 6, Series 2020 - An Ordinance of the Crested Butte Town Council Amending the Town Code and Adopting Revised Design Standards and Guidelines.**

Removed from the agenda.

**4) Formation of Committee(s) to Review Revenue Options for Affordable Housing and Climate Action.**

Removed from the agenda.

**5) Review of COVID-10 preparedness.**

MacDonald reviewed rules enacted by the County applicable throughout the County. She began with what changed today. The order prohibited non-essential services and defined the maximum group size as less than ten people. MacDonald listed business types that were excluded from the closures. Liquor stores and dispensaries could operate. Property owners and managers were told to cease short-term rental operations. MacDonald outlined requirements for the busses. Visitors were directed to leave immediately. MacDonald read from the order. Schmidt stated banks and the Post Office would remain open. He asked how MacDonald interpreted the Chocolate Factory's situation (as follow up to Riemer's comments during Public Comment). MacDonald advised that Riemer ask Gunnison County Public Health for interpretation. Bradley was aware that the Chocolate Factory had a retail food license. MacDonald would pose the question to the County.

Kent Cowherd

- He asked whether the health food store would remain open.
- He confirmed drive through testing in the school parking lot tomorrow. Schmidt elaborated it would take place on Tuesdays and Thursdays from 10AM to 2PM. It was clarified that it was screening, not testing. MacDonald emphasized people call the number to go through screening. Haver agreed people should call in first to help protect health care workers.
- Haver said the health food store would stay open as long as possible per their workforce. They were allowing phone-in orders and were out of hand sanitizer and gloves.

Mel Miller

- She suggested telling the community how they could help and things people could do to keep their minds in a positive place.

Schmidt recommended people use cards instead of cash. Mitchell reported that another Mountain Express driver tested positive, and Chris Larsen requested they shut down Mountain Express. His concern was about the drivers. Schmidt identified that the Council needed to appoint another person to the Mountain Express Board.

MacDonald worked with Finance to push out a message that Town would be deferring sales tax payments that would be due in a couple of days. The taxes could be paid in April. UpChurch volunteered to help communicate the message. Schmidt affirmed the rumors about closing Highway 135 were false.

Kyleena Falzone - Owner of Secret Stash and Bones

- She ceased all operations, including to go and delivery. The decision was a social responsibility.
- She asked what the Council wanted to see. Haver said there was a request to the Public Health Department for clarification on sanitation practices.
- Falzone would be more comfortable if workers could get tested. Merrill said there were not tests available, even for the doctors. She encouraged everyone to self-distance. Magner pointed out people who were not symptomatic could spread the virus.

Chris Wisocki - From the Public House

- He asked about the duration of the regulations by the County. MacDonald answered the order was in effect until midnight on April 8<sup>th</sup>.

Ashley UpChurch

- She had questions on running a business in a one on one situation.
- Rooted Apothecary asked if they were classified as a medical establishment.

Haver put out a call for hand sanitizer and facemasks. Clark's did not have the ability to do call-in shopping. Clark's had employees whose leases were running out. They might need local housing for their employees. Haver was waiting to hear more on small business loans through the SBA. He asked about filing unemployment and ensuring that business owners were not penalized through their rates.

Mitchell confirmed that Mountain Express would pull service and would ratify the decision in the morning. Dujardin spoke with Bradley about taking his spot on the Mountain Express Board. He nominated Bradley.

Dujardin moved and Haver seconded a motion to appoint Candice Bradley as the second Mountain Express representative. A roll call vote was taken with all voting, "Yes."

**Motion passed unanimously.**

UpChurch asked MacDonald to clarify with the County whether hotels or real estate agencies could have one person working alone or working on off-season projects. MacDonald would clarify but understood employees could work as long as they were not working with the public.

Magner recognized that MacDonald was doing an amazing job. Town was lucky to have such a capable and competent person. Dujardin agreed and Council members chimed in their agreement. Schmidt thanked Haver for going around to the businesses, and the Council echoed Schmidt's thanks.

## **LEGAL MATTERS**

John Sullivan

- Judge Eden suspended the next municipal court session, and court was reset for April 1<sup>st</sup>.
- Effective immediately, State jury trials were suspended through April 3<sup>rd</sup>, 2020.
- Set times that affected speedy trials were not suspended.

## **COUNCIL REPORTS AND COMMITTEE UPDATES**

Will Dujardin

- He would attend a special meeting for the Upper Gunnison River Conservancy District on Thursday.
- A citizen pointed out to him that one of the newer plow drivers pushed snow into Coal Creek. Dujardin asked to hear from Earley. Earley said they took every step possible and had addressed the issue.

Mona Merrill

- She would attend a board meeting tomorrow for The Center.

Chris Haver

- He would attend a RTA meeting tomorrow.

Mallika Magner

- The Valley Housing Fund had a retreat.
- They were discussing how to become the clearinghouse for donations for people who wanted to help assist with affordable housing.

Jim Schmidt

- He attended the CAST meeting with MacDonald in Denver. At a previous meeting, Magner urged them to ask CML to support the law that would not allow arrests on courthouse steps for people being deported. Kevin Bommer believed it would pass and had more to do with the counties.
- Everything was on hold because of COVID-19.

## **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

Stanford asked the Council to schedule a special meeting to ratify the emergency ordinance passed at the emergency meeting on March 13<sup>th</sup>. The Council had 20 days from March 13<sup>th</sup> for the meeting to ratify the ordinance. The Council decided to schedule the special meeting for Monday, March 30<sup>th</sup> at 6PM.

The County asked each entity to appoint two elected officials to attend the 2:30 public officials' update every day. Dujardin and Schmidt wanted to be a part of it, so did Haver. The three decided to take turns attending, with no more than two of them attending each meeting.

Bradley confirmed Mountain Express would be shut down as of Midnight tonight.

**DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Tuesday, March 24, 2020 - 6:00PM Joint Work Session with BOZAR
- Monday, April 6, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, April 20, 2020 - **REGULAR MEETING CANCELLED**
- Monday, May 4, 2020 - 6:00PM Work Session - 7:00PM Regular Council

**ADJOURNMENT**

Mayor Schmidt adjourned the meeting at 8:34PM.

---

James A. Schmidt, Mayor

---

Lynelle Stanford, Town Clerk (SEAL)



## Staff Report

April 6, 2020

**To:** Mayor and Town Council

**Prepared By:** Shea D Earley, Director of Public Works

**Thru:** Dara MacDonald, Town Manager

**Subject:** **Resolution No. 9, Series 2020, A Resolution of the Crested Butte Town Council Accepting Construction of the Water Treatment Plant Improvements Performed by Moltz Construction, Inc.**

**Attachments:** Resolution No. 9, Series 2020

**Summary:** As per the requirements of the State Revolving Fund (SRF) and the Colorado Water Resources and Power Development Authority (CWRPDA), the Town is required to pass a resolution confirming the completion of work for the Wastewater Treatment Facility Upgrades, performed by Moltz Construction, Inc. (Contractor). Along with a resolution, the Town is also required to provide a 30 day public notice period. Once the resolution and public notice period are complete and the appropriate documentation has been provided to SRF and CWRPDA, the Finance Department will issue final payment, which will occur on April 7<sup>th</sup>, 2020.

**Previous Council Action:**

- Execution of a Construction Agreement with the Contractor to perform the Water Treatment Plant Improvements (February 20, 2020)

**Recommendation:** Staff recommends that the Council approve Resolution No. 9, Series 2020, a Resolution of the Town Council Accepting Construction of the Water Treatment Plant Improvements performed by Moltz Construction, Inc.

**Proposed Motion:** I move to approve Resolution No. 9, Series 2020 as part of the consent agenda.

RESOLUTION NO. 9  
SERIES 2020

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL ACCEPTING  
CONSTRUCTION OF THE WATER TREATMENT PLANT IMPROVEMENTS  
PERFORMED BY MOLTZ CONSTRUCTION, INC.

**WHEREAS**, the Town of Crested Butte entered into a construction agreement with Moltz Construction, Inc. dated February 20, 2019 (“Construction Agreement”) for upgrades to the Water Treatment Plant; and

**WHEREAS**, Colorado Water Resources and Power Development Authority requesting confirmation from the Town Council that the work required by the Construction Agreement has been completed; and

**WHEREAS**, The Town staff has inspected the work and determined that it is in accordance with the Construction Agreement and the approved plans and specifications.

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

The required work has been completed in accordance with the Construction Agreement and the approved plans and specifications and is hereby accepted.

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL THIS 6<sup>th</sup> DAY OF APRIL, 2020.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Jim Schmidt, Mayor

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk



**To:** Mayor Michel and Town Council  
**From:** Michael Yerman, Community Development Director  
**Thru:** Dara MacDonald, Town Manager  
**Subject:** **Resolution 10, Series 2020- Kapushion Easements**  
**Date:** April 6, 2020

---

**Background:**

The Kapushion development has been planned for two phases. Phase 1 is nearly complete and the final pavement should go in this summer for Teocalli Avenue and Fifth Street. Phase 1 was platted and all easements in Phase 1 for public infrastructure were dedicated on the Plat.

Since Phase 2 is several years away from being platted, there are several easements needed to ensure the Town can maintain sewer mains, irrigation, electric, and storm water infrastructure located in Phase 2. Resolution 12, Series 2020 formally accepts these easements from the Kapushions and allows the Town access needed to maintain this infrastructure.

**Council Action:**

Council member make a motion followed by a second to approve Resolution 10, Series 2020 formally accepting the Kapushion easements located in Block 2 and 11 in the Town of Crested Butte.

**RESOLUTION NO. 10**

**SERIES NO. 2020**

**A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL ACCEPTING UTILITY, STORM WATER, ELECTRIC, AND IRRIGATION INFRASTRUCTURE EASEMENTS ASSOCIATED WITH PHASE 2 KAPUSHION TRACTS LOCATED IN BLOCK 2, LOTS 17-32 AND BLOCK 11, LOTS 1-16, TOWN OF CRESTED BUTTE**

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, the Town staff has recommended to the Town Council that it accept Utility, Storm Water, Electric, and Irrigation Infrastructure Easements Associated with the Phase 2 Kapushion Tracts Located in Block 2, Lots 17-32 and Block 11, Lots 1-16, Town of Crested Butte; and

WHEREAS, the Town Council hereby finds that accepting such Utility, Storm Water, Electric, and Irrigation Infrastructure Easements Associated with the Phase 2 Kapushion Tracts is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

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

1. **Findings.** The Town Council hereby finds that accepting Utility, Storm Water, Electric, and Irrigation Infrastructure Easements Associated with the Phase 2 Kapushion Tracts Located in Block 2, Lots 17-32 and Block 11, Lots 1-16, Town of Crested Butte is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

2. **Authorization of Mayor.** Based on the foregoing, the Town Council hereby authorizes the Mayor to execute the "Utility, Storm Water, Electric, and Irrigation Infrastructure Easements Associated with the Phase 2 Kapushion Tracts" in substantially the same forms as are attached hereto as **Exhibit "A."**

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

TOWN OF CRESTED BUTTE

By: \_\_\_\_\_  
James A. Schmidt, Mayor

ATTEST

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

(SEAL)

**EXHIBIT "A"**

**Utility, Storm Water, Electric and Irrigation Infrastructure Easements  
Associated with the Phase 2 Kapushion Tracts**

[attach approved form here]

## UTILITIES EASEMENT

### 1. GRANT OF EASEMENT.

Ruth M. Kapushion Family Partnership, LLLP, a Colorado limited liability limited partnership whose address is P.O. Box 343, Crested Butte, CO 81224 (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Town of Crested Butte, a Colorado home rule municipality (“Grantee”):

An easement and right of way encumbering the north 10’ of the east 10’ of Lot 1, Block 11, TOWN OF CRESTED BUTTE, County of Gunnison, State of Colorado as depicted on attached **Exhibit A** (the “Easement”) running with the land for utilities (“the Utilities”), including the right to maintain, alter, upgrade and operate the Utilities within the Easement. The Easement shall terminate and revert to Grantor upon Grantee’s abandonment of the Utilities, in which event Grantee shall, upon Grantor’s written request, confirm such abandonment and reversion in a written recordable document reasonably acceptable to Grantor executed by the Town of Crested Butte, a Colorado home rule municipality.

### 2. TERMS OF EASEMENT.

2.1. Grantee shall have the right of ingress and egress over the Easement for any purpose necessary or convenient in connection with the maintenance, alteration, upgrade and operation of the Utilities. Such ingress and egress shall be exercised in a reasonable and prudent manner.

2.2. Grantee shall at all times exercise due care and diligence to avoid damage to Grantor’s property and neighboring property.

2.3. Immediately upon completion of any work on the Utilities, Grantee shall restore the property disturbed or damaged by such work to a condition as near as reasonably possible as it was prior to the work and otherwise restore the area of such work to a level and clean condition. Without limiting the generality of the foregoing, Grantee shall revegetate all disturbed ground and regrade, recompact and resurface all disturbed ground. Notwithstanding the foregoing provisions of this Section 2.3, Grantee shall not be required to restore any landscaping, walls, fences, structures or other improvements that Grantor or its successors install in or over the Easement.

2.4. Grantee shall be responsible for any damage to Grantor’s property arising from, caused by or related to the exercise of the rights and privileges granted pursuant to this Utilities Easement. Grantee shall repair any damage and pay any damages that are not satisfied by such repairs which shall arise from, be caused by, or are related to the Utilities and associated facilities. Grantee hereby undertakes to indemnify, defend and hold harmless Grantor, its representatives, successors and assigns, from any and all cost, expense, claim or damage of any kind, including reasonable attorneys’ fees and costs, arising

from or relating to Grantee’s exercise of the rights and privileges granted by this Utilities Easement.

2.6. Grantor shall be entitled to the full use and enjoyment of the property encumbered by the Easement, subject only to the rights of Grantee herein conveyed. Grantor shall not construct any structures, landscaping or other improvements over the Easement.

2.7. Grantee shall not transfer, assign, convey or encumber the Easement or any interest therein without Grantor’s prior written approval.

3. **REMEDIES.**

The provisions hereof shall be enforceable by an action for damages, injunction, specific performance and/or any remedy available at law or in equity. All remedies shall be cumulative.

4. **ATTORNEYS’ FEES.**

If any legal action is commenced or maintained in court to interpret, enforce or construe this Utilities Easement or any document provided for herein or related hereto, the prevailing party shall be awarded all reasonable attorneys' fees and all reasonable costs and expenses incurred, including expert witness fees and costs.

5. **BINDING AGREEMENT.**

This Utilities Easement shall be binding upon the parties hereto and their heirs, representatives, successors and assigns.

**IN WITNESS WHEREOF**, the undersigned have executed this Utilities Easement as of the \_\_\_\_ day of \_\_\_\_\_, 2020.

**GRANTOR**

**Ruth M. Kapushion Family  
Partnership, a Colorado  
limited liability limited partnership**

By: \_\_\_\_\_  
**Ina Kristine Kapushion, Partner**

By: \_\_\_\_\_  
**Antonette C. Kapushion, Partner**

**GRANTEE**

**Town of Crested Butte,  
a Colorado home rule municipality**

By: \_\_\_\_\_  
**Jim Schmidt, Mayor**

Attest: \_\_\_\_\_  
**Lynelle Stanford, Town Clerk**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Utilities Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Ina Kristine Kapushion and Antonette C. Kapushion, Partners of Ruth M. Kapushion Family Partnership, LLLP, a Colorado limited liability limited partnership.

Witness my hand and official seal.  
My Commission expires:

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

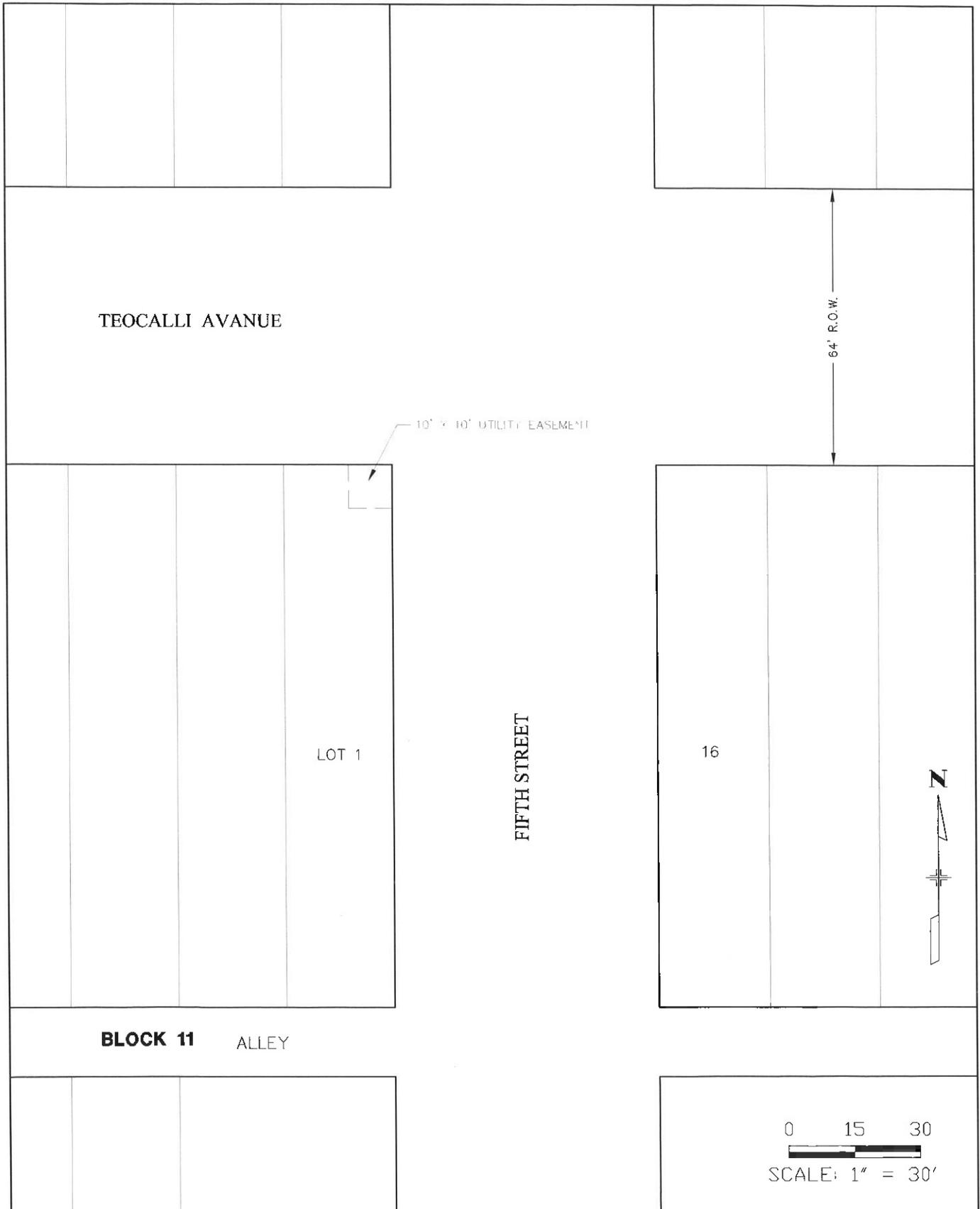
The foregoing Utilities Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Jim Schmidt as Mayor of the Town of Crested Butte, a Colorado home rule municipality.

Witness my hand and official seal.  
My Commission expires:

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

# EXHIBIT A

10/19/19



## STORMDRAIN EASEMENT

### 1. GRANT OF EASEMENT.

Ruth M. Kapushion Family Partnership, LLLP, a Colorado limited liability limited partnership whose address is P.O. Box 343, Crested Butte, CO 81224 (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Town of Crested Butte, a Colorado home rule municipality (“Grantee”):

An underground stormdrain easement encumbering the east 5’ of Lot 10 and the west 5’ of Lot 9, the south 5’ of Lots 9 and 8 and the south 5’ of the west 18’ of Lot 7, all in Block 11, TOWN OF CRESTED BUTTE, County of Gunnison, State of Colorado as depicted on attached **Exhibit A** (the “Easement”) running with the land for an underground stormdrain (the “Stormdrain”), including the right to maintain, alter, upgrade and operate the Stormdrain within the Easement. The Easement shall terminate and revert to Grantor upon Grantee’s abandonment of the Stormdrain, in which event Grantee shall, upon Grantor’s written request, confirm such abandonment and reversion in a written recordable document reasonably acceptable to Grantor executed by the Town of Crested Butte, a Colorado home rule municipality.

### 2. TERMS OF EASEMENT.

2.1. Grantee shall have the right of ingress and egress over the Easement for any purpose necessary or convenient in connection with the maintenance, alteration, upgrade and operation of the Stormdrain. Such ingress and egress shall be exercised in a reasonable and prudent manner.

2.2. Grantee shall at all times exercise due care and diligence to avoid damage to Grantor’s property and neighboring property.

2.3. Immediately upon completion of any work on the Stormdrain, Grantee shall restore the property disturbed or damaged by such work to a condition as near as reasonably possible as it was prior to the work and otherwise restore the area of such work to a level and clean condition. Without limiting the generality of the foregoing, Grantee shall revegetate all disturbed ground and regrade, recompact and resurface all disturbed ground. Notwithstanding the foregoing provisions of this Section 2.3, Grantee shall not be required to restore any landscaping, walls, fences, structures or other improvements that Grantor or its successors install in or over the Easement.

2.4. Grantee shall be responsible for any damage to Grantor's property arising from, caused by or related to the exercise of the rights and privileges granted pursuant to this Stormdrain Easement. Grantee shall repair any damage and pay any damages that are not satisfied by such repairs which shall arise from, be caused by, or are related to the stormdrain and associated facilities. Grantee hereby undertakes to indemnify, defend and hold harmless Grantor, its representatives, successors and assigns, from any and all cost, expense, claim or damage of any kind, including reasonable attorneys' fees and costs, arising from or relating to Grantee's exercise of the rights and privileges granted by this Stormdrain Easement.

2.5. Grantor shall be entitled to the full use and enjoyment of the property encumbered by the Easement, subject only to the rights of Grantee herein conveyed. Grantor shall not construct any structures, landscaping or other improvements over the Easement.

2.6. Grantee shall not transfer, assign, convey or encumber the Easement or any interest therein without Grantor's prior written approval.

3. **REMEDIES.**

The provisions hereof shall be enforceable by an action for damages, injunction, specific performance and/or any remedy available at law or in equity. All remedies shall be cumulative.

4. **ATTORNEYS' FEES.**

If any legal action is commenced or maintained in court to interpret, enforce or construe this Stormdrain Easement or any document provided for herein or related hereto, the prevailing party shall be awarded all reasonable attorneys' fees and all reasonable costs and expenses incurred, including expert witness fees and costs.

5. **BINDING AGREEMENT.**

This Stormdrain Easement shall be binding upon the parties hereto and their heirs, representatives, successors and assigns.

**IN WITNESS WHEREOF**, the undersigned have executed this Stormdrain Easement as of the \_\_\_\_ day of \_\_\_\_\_, 2020.

**GRANTOR**

**GRANTEE**

**Ruth M. Kapushion Family Partnership, a Colorado limited liability limited partnership**

**Town of Crested Butte, a Colorado home rule municipality**

By: \_\_\_\_\_  
**Ina Kristine Kapushion, Partner**

By \_\_\_\_\_  
**Jim Schmidt, Mayor**

By: \_\_\_\_\_  
**Antonette C. Kapushion, Partner**

Attest: \_\_\_\_\_  
**Lynelle Stanford, Town Clerk**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Stormdrain Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Ina Kristine Kapushion and Antonette C. Kapushion, Partners of Ruth M. Kapushion Family Partnership, LLLP, a Colorado limited liability limited partnership.

Witness my hand and official seal.  
My Commission expires:

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Stormdrain Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Jim Schmidt as Mayor of the Town of Crested Butte, a Colorado home rule municipality.

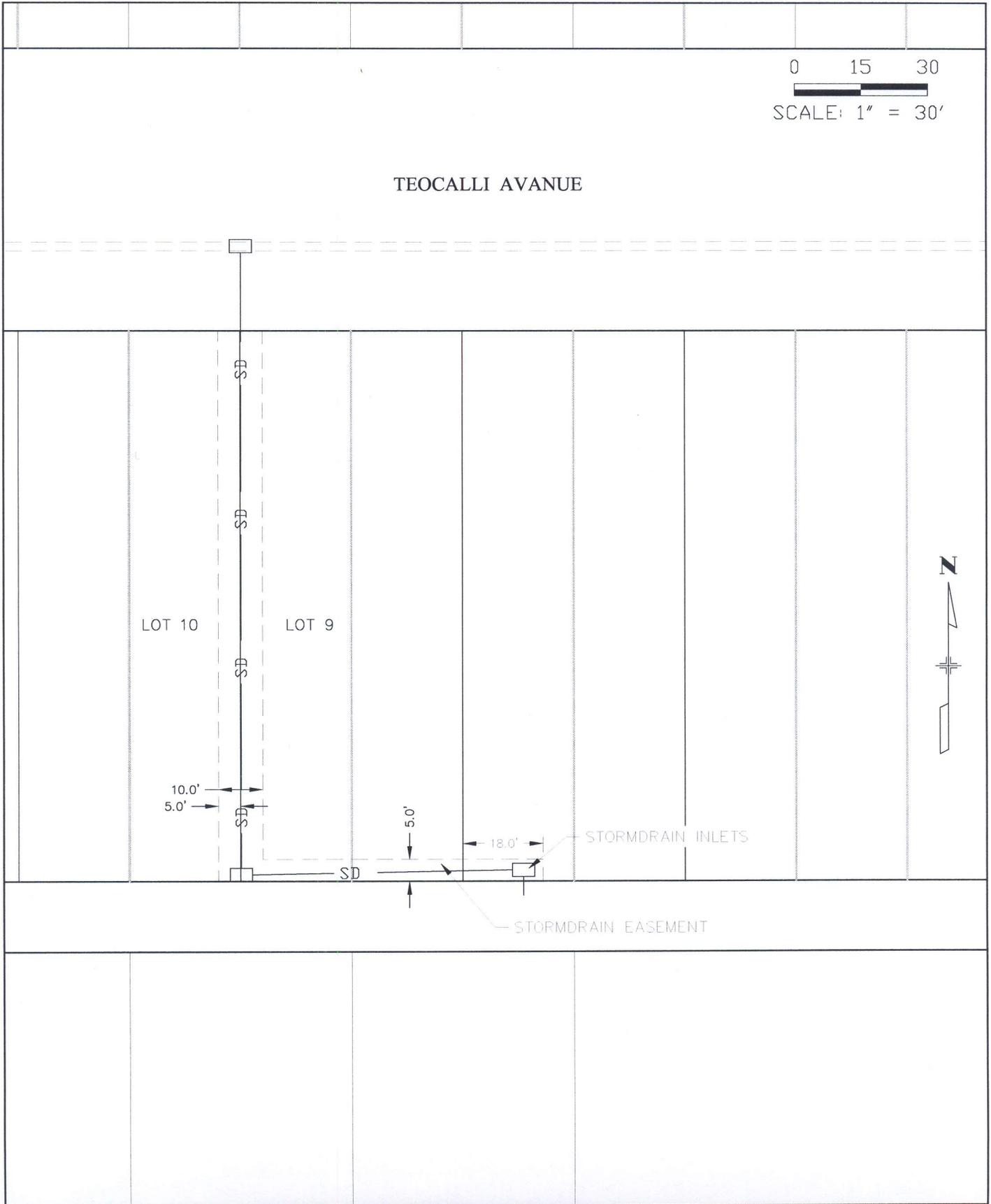
Witness my hand and official seal.  
My Commission expires:

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

# EXHIBIT A

STORMDRAIN EASEMENT BLOCK 11, TOWN OF CRESTED BUTTE

3/15/20



## UNDERGROUND UTILITIES EASEMENT

### 1. GRANT OF EASEMENT.

Ruth M. Kapushion Family Partnership, LLLP, a Colorado limited liability limited partnership whose address is P.O. Box 343, Crested Butte, CO 81224 ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Town of Crested Butte, a Colorado home rule municipality ("Grantee"):

An easement and right of way encumbering the east 5' of Lot 18 and the west 5' of Lot 19, Block 2, TOWN OF CRESTED BUTTE, County of Gunnison, State of Colorado as depicted on attached **Exhibit A** (the "Easement") running with the land for utilities ("the Utilities"), including the right to maintain, alter, upgrade and operate the Utilities within the Easement. The Easement shall terminate and revert to Grantor upon Grantee's abandonment of the Utilities, in which event Grantee shall, upon Grantor's written request, confirm such abandonment and reversion in a written recordable document reasonably acceptable to Grantor executed by the Town of Crested Butte, a Colorado home rule municipality.

### 2. TERMS OF EASEMENT.

2.1. The Utilities and all related facilities shall be entirely underground, unless Grantor gives its prior written consent for facilities to be above ground.

2.2. Grantee shall have the right of ingress and egress over the Easement for any purpose necessary or convenient in connection with the maintenance, alteration, upgrade and operation of the Utilities. Such ingress and egress shall be exercised in a reasonable and prudent manner.

2.3. Grantee shall at all times exercise due care and diligence to avoid damage to Grantor's property and neighboring property.

2.4. Immediately upon completion of any work on the Utilities, Grantee shall restore the property disturbed or damaged by such work to a condition as near as reasonably possible as it was prior to the work and otherwise restore the area of such work to a level and clean condition. Without limiting the generality of the foregoing, Grantee shall revegetate all disturbed ground and regrade, recompact and resurface all disturbed ground. Notwithstanding the foregoing provisions of this Section 2.4, Grantee shall not be required to restore any landscaping, walls, fences, structures or other improvements that Grantor or its successors install in or over the Easement.

2.5. Grantee shall be responsible for any damage to Grantor's property arising from, caused by or related to the exercise of the rights and privileges granted pursuant to this Utilities Easement. Grantee shall repair any damage

and pay any damages that are not satisfied by such repairs which shall arise from, be caused by, or are related to the Utilities and associated facilities. Grantee hereby undertakes to indemnify, defend and hold harmless Grantor, its representatives, successors and assigns, from any and all cost, expense, claim or damage of any kind, including reasonable attorneys' fees and costs, arising from or relating to Grantee's exercise of the rights and privileges granted by this Utilities Easement.

2.6. Grantor shall be entitled to the full use and enjoyment of the property encumbered by the Easement, subject only to the rights of Grantee herein conveyed. Grantor shall not construct any structures, landscaping or other improvements over the Easement.

2.7. Grantee shall not transfer, assign, convey or encumber the Easement or any interest therein without Grantor's prior written approval.

3. **REMEDIES.**

The provisions hereof shall be enforceable by an action for damages, injunction, specific performance and/or any remedy available at law or in equity. All remedies shall be cumulative.

4. **ATTORNEYS' FEES.**

If any legal action is commenced or maintained in court to interpret, enforce or construe this Underground Utilities Easement or any document provided for herein or related hereto, the prevailing party shall be awarded all reasonable attorneys' fees and all reasonable costs and expenses incurred, including expert witness fees and costs.

5. **BINDING AGREEMENT.**

This Underground Utilities Easement shall be binding upon the parties hereto and their heirs, representatives, successors and assigns.

**IN WITNESS WHEREOF**, the undersigned have executed this Underground Utilities Easement as of the \_\_\_\_ day of \_\_\_\_\_, 2020.

**GRANTOR**

**Ruth M. Kapushion Family Partnership, a Colorado limited liability limited partnership**

By: \_\_\_\_\_  
**Ina Kristine Kapushion, Partner**

By: \_\_\_\_\_  
**Antonette C. Kapushion, Partner**

**GRANTEE**

**Town of Crested Butte, a Colorado home rule municipality**

By: \_\_\_\_\_  
**Jim Schmidt, Mayor**

Attest: \_\_\_\_\_  
**Lynelle Stanford, Town Clerk**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Underground Utilities Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Ina Kristine Kapushion and Antonette C. Kapushion, Partners of Ruth M. Kapushion Family Partnership, LLLP, a Colorado limited liability limited partnership.

Witness my hand and official seal.  
My Commission expires:

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

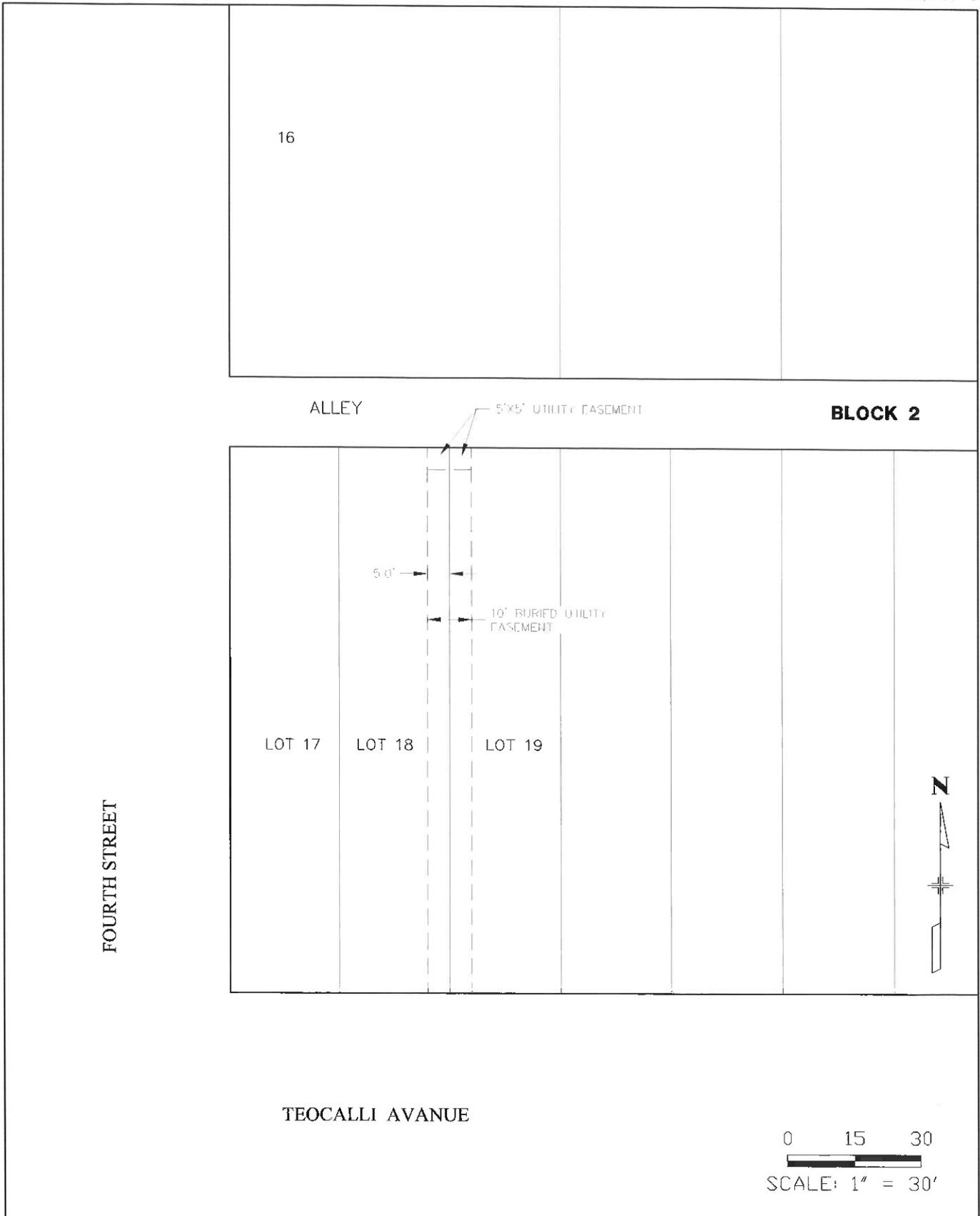
The foregoing Underground Utilities Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Jim Schmidt as Mayor of the Town of Crested Butte, a Colorado home rule municipality.

Witness my hand and official seal.  
My Commission expires:

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

# EXHIBIT A

10/19/19





## Staff Report

April 6, 2020

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Restaurant/Bar Seating on Public Sidewalks**  
**Date:** March 31, 2020

---

---

### Summary:

The following establishments have applied for sidewalk seating for 2020:

1. Brick Oven LTD DBA Brick Oven Pizzeria located at 223 Elk Avenue;
2. Vertigo Ventures LLC DBA The Secret Stash located at 303 Elk Avenue;
3. Teocalli Tamale Company DBA Teocalli Tamale located at 311 ½ Elk Avenue;
4. Public House LLC DBA Public House located at 202 Elk Avenue; and
5. Ladybug LTD DBA Talk of the Town located at 230 Elk Avenue.

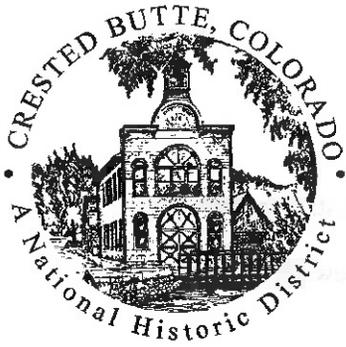
A representative from each business signed the Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks and agreed to abide by the terms and limitations of the license where granted.

The diagrams and square footages that were submitted by the businesses were deemed ADA compliant. The businesses were required to allow at least four feet of right of way on the concrete sidewalk. Businesses will be required to maintain compliance throughout the season. If a business fails repeatedly to abide by ADA compliance, their license could be revoked by the Town.

Please note: The reverse side of the Application for Revocable License is the same as Exhibit B to the Revocable License Agreement, which is conditions applicable to the license. The conditions are not included twice in the packet with both documents.

### Recommendation:

Staff recommends approving the applications for restaurant/bar seating on public sidewalks as submitted as part of the Consent Agenda.



# Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2020

Date: 3/20/2020 Square Footage: 172 Fee Paid: 516

Business Name: Brick Oven LTD PBA Brick Oven Pizzeria  
Owner: Dan Loftus  
Address: 223 E/te Block 21 Lot 28-29  
Contact: Dan Loftus  
Phone #: 349 5044 Cell # 209-3859  
E-mail address: loftus\_dan@hotmail.com

Property Owner: Four Squared LLC  
Address: PO Box 2474 EB CO 81224  
Phone #: 970 209 3859 Cell #  
E-mail address: loftus\_dan@hotmail.com

Is it the intent to serve alcohol on the licensed premises  Yes  No

[If yes, fill out the attached liquor license permit application and report of change and return with application with the required state fee. If the license is not granted this fee will be returned to the applicant.]

Please attach a map of the requested seating area (see attached example). The map should be to scale and no smaller than 1/8 of an inch to a foot with dimensions noted. The map should show the table and chair layout, the adjacent pedestrian area and at least ten feet on either side of the requested licensed area showing access to the pedestrian area. A containment structure (fencing) location which separates the license area from the pedestrian way should also be shown on the map and a separate detail of what is proposed for the containment structure should be provided.

I have read the reverse side of this form which lists the limitations and requirements for securing the license and I agree to abide by the terms and limitation of the license where granted. I understand that failure to abide by these requirements is grounds for immediate revocation of the license. I certify that all information provided herein is accurate. I understand that this application is for a discretionary license which may or may not be granted by the Town.

[Signature] owner  
Applicant Signature and Title

3/20/2020  
Date

## REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("**Agreement**") is made and entered into this 6<sup>th</sup> day of April, 2020, by and between the **TOWN OF CRESTED BUTTE** ("**Town**"), a Colorado home rule municipality, with an address of P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 and Brick Oven LTD ("**Licensee**"), with an address of 223 Elk Ave, Crested Butte CO.

### WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business ("**Business**") located at 223 Elk Ave, Crested Butte, Colorado ("**Premises**");

WHEREAS, Licensee is the fee owner or has a property right (e.g., lease) to use and occupy its Business on the Premises;

WHEREAS, the Premises is bound by the Town's public streets, sidewalks and/or rights of way ("**Public Ways**");

WHEREAS, Licensee desires to keep and maintain outdoor seating and related personal property (collectively, "**Seating Effects**") in the Public Ways; and

WHEREAS, the Town is willing to grant to Licensee a revocable license to keep and maintain its Seating Effects in the Public Ways under the terms and conditions set forth herein.

**NOW THEREFORE**, for and in consideration of the preambles, covenants, terms, and conditions set forth herein, the sufficiency of such consideration being acknowledged by both parties, the Town grants to Licensee the following revocable license to keep and maintain its Seating Effects upon the Town Public Ways as described herein:

### AGREEMENT:

1. **License.** Licensee shall be entitled to a non-exclusive license for the limited purpose of keeping and maintaining its Seating Effects in the Public Ways in the location as depicted on **Exhibit "A"** ("**licensed area**") attached hereto. Specific conditions applicable to the license granted herein are listed in **Exhibit "B"** attached hereto. The application submitted to the Town by Licensee in connection with this Agreement and the license granted hereunder is incorporated herein. Licensee's use of the licensed area and its conduct of any activities relative thereto on the Public Ways shall at all times comply with all applicable governmental requirements, including,

without limitation, other Town and State of Colorado permitting and licensing requirements.

2. **Term.** The revocable license granted herein shall exist and continue until the expiration of this Agreement or the earlier termination hereof where the Town Council finds, for any reason or no reason at all, at a regular, public meeting that the license to use the Public Ways granted hereunder shall be terminated, and the license granted hereunder extinguished.

3. **Assumption of Risk; Waiver.** Licensee assumes the risk of damage to its Personal Effects arising from or relating to Licensee's use of the Public Ways. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection with the license granted under this Agreement and the encroaching Personal Effects. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees and costs. Licensee waives and releases the Town, and its officers, elected officials, agents and employees, from any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways, whether or not caused by the act or omission, negligence or other fault of the Town, and its officers, elected officials, agents and employees.

4. **Indemnification.** By execution hereof, Licensee, for itself and its successors, representatives and assigns, hereby agrees to indemnify, defend and save harmless the Town, and its officers, elected officials, agents and employees, against any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways. Licensee shall name the Town as an additional insured on Licensee's policy of liability insurance, which shall provide coverage of at least \$1,000,000.00, combined single limit.

5. **Revocation.** Upon notice to Licensee of the Town Council's decision to revoke the license granted under this Agreement, for any reason or no reason at all, the encroaching Personal Effects shall be removed immediately. In the event that the encroaching Personal Effects are not so removed by Licensee, the Town may remove the same at Licensee's sole cost and expense. In the event of any legal action or advice necessary to execute such removal, Licensee shall also pay the Town all costs and/or attorneys' fees incurred by the Town.

6. **Maintenance.** Licensee agrees to assume the sole responsibility for the maintenance and/or upkeep of the encroaching Personal Effects. The Town shall not be liable for any damage to said Personal Effects caused by any acts or omissions of the Town, including, without limitation, in connection with snow removal, street or alley maintenance or street or alley improvements.

7. **Binding.** This Agreement, the benefits conferred and obligations incurred hereunder, shall inure Licensee's successors in interest and permitted assigns.

8. **No Assignment.** This Agreement and the license granted hereunder shall not be assignable or transferrable by Licensee without the Town's prior written consent, which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this requirement shall be void ab initio.

9. **Notices.** Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be, and at the option of the party giving notice, (i) personally delivered, (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid, (iii) by FedEx or other recognizable overnight courier, or (iv) by confirmed facsimile (provided, that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed to the addresses first set forth above, or to such other addresses as the parties shall designate. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received.

10. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Agreement, if any.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Agreement is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado.

(d) This Agreement may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures.

**[Signature Page(s) To Follow]**

IN WITNESS WHEREOF, the Town and Licensee have executed this Agreement to be effective as of the date first written above.

**LICENSEE:**

[ Brick Oven LTD ]

By: [Signature]  
Name: Dan Loftus  
Title: owner

**TOWN OF CRESTED BUTTE,**  
a Colorado home rule municipality

By: \_\_\_\_\_  
James A. Schmidt, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

[SEAL]

**EXHIBIT "A"**

**Location of Seating Effects in Public Ways / License Area**

**[attach drawing and/or narrative here]**

## EXHIBIT "B"

### Conditions Applicable to License

**In order to apply for a license the business must meet the following criteria.**

1. The business must have a valid conditional use permit and business license for a restaurant/bar issued by the Town of Crested Butte.
2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

**The requested licensed area must meet the following criteria.**

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than four feet of hard surfaced concrete area for pedestrian travel. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least four feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than four (4) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self-supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible. Commercial advertising shall not be incorporated into the barrier design.

**Restrictions on time of use of the licensed area are as follows.**

9. The dates of the license shall be from the Friday prior to Memorial Day to October 15 of the current calendar year.
10. The licensed area may not be utilized during July 4<sup>th</sup>. The Town Council may place additional restrictions depending on special events requested.
11. The tables, chairs, liquor containment structure and any other items associated with the restaurant use must be removed daily from the public right of way during the time when the restaurant is not open. The containment fencing may be left parallel against the front wall of the business frontage if collapsed.

**The business must adhere to the following rules and regulations.**

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

**After approval of the license but prior to utilizing the licensed area the business must provide the following.**

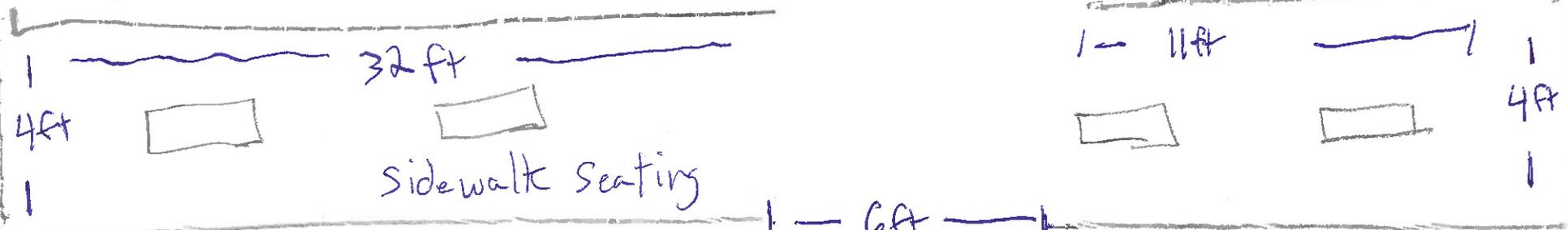
18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.

Sidewalk

4 ft

4 ft

Barrier Required



32 ft

11 ft

Sidewalk Seating

6 ft

Brick Over  
Entrance

Existing Premises

4 ft

4 ft



# Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2020

Date: 3/17/20 Square Footage: 290 Fee Paid: \$870

Business Name: Secret Stash Vertigo Ventures LLC  
Owner: Kyleena Falzone  
Address: 303 Elk Ave. / Box 205 Block 22 Lot 71-21  
Contact: Carson West  
Phone #: 970-349-6245 Cell #: 209-419-2930  
E-mail address: carson.stash@gmail.com

Property Owner: J+k Holdings  
Address: 303 Elk Ave.  
Phone #: 970-209-5159 Cell #: 970-209-5159  
E-mail address: kyleena.cb@gmail.com

Is it the intent to serve alcohol on the licensed premises  Yes  No

[If yes, fill out the attached liquor license permit application and report of change and return with application with the required state fee. If the license is not granted this fee will be returned to the applicant.]

Please attach a map of the requested seating area (see attached example). The map should be to scale and no smaller than 1/8 of an inch to a foot with dimensions noted. The map should show the table and chair layout, the adjacent pedestrian area and at least ten feet on either side of the requested licensed area showing access to the pedestrian area. A containment structure (fencing) location which separates the license area from the pedestrian way should also be shown on the map and a separate detail of what is proposed for the containment structure should be provided.

I have read the reverse side of this form which lists the limitations and requirements for securing the license and I agree to abide by the terms and limitation of the license where granted. I understand that failure to abide by these requirements is grounds for immediate revocation of the license. I certify that all information provided herein is accurate. I understand that this application is for a discretionary license which may or may not be granted by the Town.

Kyleena Falzone  
Applicant Signature and Title

3/17/20  
Date

## REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("**Agreement**") is made and entered into this 6<sup>th</sup> day of April, 2020, by and between the **TOWN OF CRESTED BUTTE** ("**Town**"), a Colorado home rule municipality, with an address of P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 and Vertigo Ventures LLC ("**Licensee**"), with an address of 303 Elk Ave, Crested Butte, Colorado.

### WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business ("**Business**") located at 303 Elk Ave, Crested Butte, Colorado ("**Premises**");

WHEREAS, Licensee is the fee owner or has a property right (e.g., lease) to use and occupy its Business on the Premises;

WHEREAS, the Premises is bound by the Town's public streets, sidewalks and/or rights of way ("**Public Ways**");

WHEREAS, Licensee desires to keep and maintain outdoor seating and related personal property (collectively, "**Seating Effects**") in the Public Ways; and

WHEREAS, the Town is willing to grant to Licensee a revocable license to keep and maintain its Seating Effects in the Public Ways under the terms and conditions set forth herein.

**NOW THEREFORE**, for and in consideration of the preambles, covenants, terms, and conditions set forth herein, the sufficiency of such consideration being acknowledged by both parties, the Town grants to Licensee the following revocable license to keep and maintain its Seating Effects upon the Town Public Ways as described herein:

### AGREEMENT:

1. **License.** Licensee shall be entitled to a non-exclusive license for the limited purpose of keeping and maintaining its Seating Effects in the Public Ways in the location as depicted on **Exhibit "A"** ("**licensed area**") attached hereto. Specific conditions applicable to the license granted herein are listed in **Exhibit "B"** attached hereto. The application submitted to the Town by Licensee in connection with this Agreement and the license granted hereunder is incorporated herein. Licensee's use of the licensed area and its conduct of any activities relative thereto on the Public Ways shall at all times comply with all applicable governmental requirements, including,

without limitation, other Town and State of Colorado permitting and licensing requirements.

2. **Term.** The revocable license granted herein shall exist and continue until the expiration of this Agreement or the earlier termination hereof where the Town Council finds, for any reason or no reason at all, at a regular, public meeting that the license to use the Public Ways granted hereunder shall be terminated, and the license granted hereunder extinguished.

3. **Assumption of Risk; Waiver.** Licensee assumes the risk of damage to its Personal Effects arising from or relating to Licensee's use of the Public Ways. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection with the license granted under this Agreement and the encroaching Personal Effects. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees and costs. Licensee waives and releases the Town, and its officers, elected officials, agents and employees, from any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways, whether or not caused by the act or omission, negligence or other fault of the Town, and its officers, elected officials, agents and employees.

4. **Indemnification.** By execution hereof, Licensee, for itself and its successors, representatives and assigns, hereby agrees to indemnify, defend and save harmless the Town, and its officers, elected officials, agents and employees, against any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways. Licensee shall name the Town as an additional insured on Licensee's policy of liability insurance, which shall provide coverage of at least \$1,000,000.00, combined single limit.

5. **Revocation.** Upon notice to Licensee of the Town Council's decision to revoke the license granted under this Agreement, for any reason or no reason at all, the encroaching Personal Effects shall be removed immediately. In the event that the encroaching Personal Effects are not so removed by Licensee, the Town may remove the same at Licensee's sole cost and expense. In the event of any legal action or advice necessary to execute such removal, Licensee shall also pay the Town all costs and/or attorneys' fees incurred by the Town.

6. **Maintenance.** Licensee agrees to assume the sole responsibility for the maintenance and/or upkeep of the encroaching Personal Effects. The Town shall not be liable for any damage to said Personal Effects caused by any acts or omissions of the Town, including, without limitation, in connection with snow removal, street or alley maintenance or street or alley improvements.

7. **Binding.** This Agreement, the benefits conferred and obligations incurred hereunder, shall inure Licensee's successors in interest and permitted assigns.

8. **No Assignment.** This Agreement and the license granted hereunder shall not be assignable or transferrable by Licensee without the Town's prior written consent, which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this requirement shall be void ab initio.

9. **Notices.** Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be, and at the option of the party giving notice, (i) personally delivered, (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid, (iii) by FedEx or other recognizable overnight courier, or (iv) by confirmed facsimile (provided, that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed to the addresses first set forth above, or to such other addresses as the parties shall designate. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received.

10. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Agreement, if any.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Agreement is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado.

(d) This Agreement may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures.

**[Signature Page(s) To Follow]**

**IN WITNESS WHEREOF**, the Town and Licensee have executed this Agreement to be effective as of the date first written above.

**LICENSEE:**

Vertigo Ventures LLC  
[Secret Stash]

By: Kyleen Falzone  
Name: Kyleen Falzone  
Title: owner

**TOWN OF CRESTED BUTTE,**  
a Colorado home rule municipality

By: \_\_\_\_\_  
James A. Schmidt, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

[SEAL]

**EXHIBIT "A"**

**Location of Seating Effects in Public Ways / License Area**

**[attach drawing and/or narrative here]**

## EXHIBIT "B"

### Conditions Applicable to License

**In order to apply for a license the business must meet the following criteria.**

1. The business must have a valid conditional use permit and business license for a restaurant/bar issued by the Town of Crested Butte.
2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

**The requested licensed area must meet the following criteria.**

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than four feet of hard surfaced concrete area for pedestrian travel. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least four feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than four (4) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self-supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible. Commercial advertising shall not be incorporated into the barrier design.

**Restrictions on time of use of the licensed area are as follows.**

9. The dates of the license shall be from the Friday prior to Memorial Day to October 15 of the current calendar year.
10. The licensed area may not be utilized during July 4<sup>th</sup>. The Town Council may place additional restrictions depending on special events requested.
11. The tables, chairs, liquor containment structure and any other items associated with the restaurant use must be removed daily from the public right of way during the time when the restaurant is not open. The containment fencing may be left parallel against the front wall of the business frontage if collapsed.

**The business must adhere to the following rules and regulations.**

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

**After approval of the license but prior to utilizing the licensed area the business must provide the following.**

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.

THIRD STREET

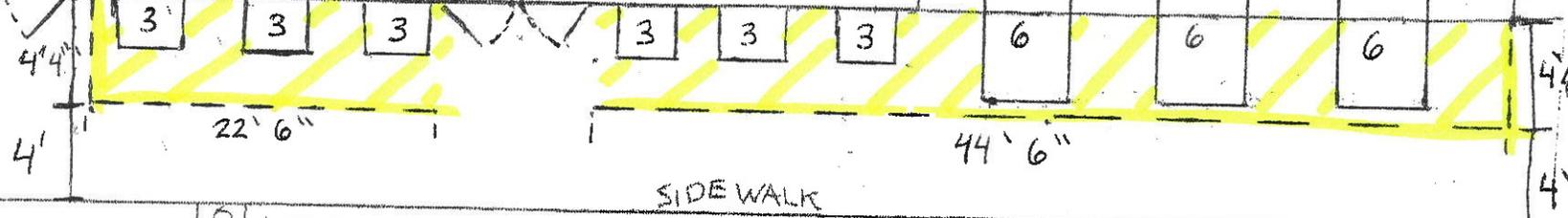
THE SECRET STASH #  
303 ELK AVE.

PATIO

8'4"

Door

DOORS



4'

4'4"

LAMP POST

SIDEWALK

44'6"

22'6"

3'

3'

3'

3'

3'

3'

6'

6'

6'

4'6"

4'

BRICK SIDEWALK

ELK AVE.



# Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2020

Date: 3-10-20 Square Footage: 97.5 Fee Paid: 292.5

Business Name: Teocalli Tamale Company DBA Teocalli Tamale  
Owner: Mike Burke  
Address: POB 2890 311 1/2 Elk Ave Block 22 Lot 22  
Contact: Mike Burke  
Phone #: 970 596 4222 Cell # \_\_\_\_\_  
E-mail address: BluegrassBurke@hotmail.com

Property Owner: Larry Dunn  
Address: POB 425  
Phone #: 602 738 6089 Cell # NIA  
E-mail address: NIA

Is it the intent to serve alcohol on the licensed premises  Yes  No

[If yes, fill out the attached liquor license permit application and report of change and return with application with the required state fee. If the license is not granted this fee will be returned to the applicant.]

Please attach a map of the requested seating area (see attached example). The map should be to scale and no smaller than 1/8 of an inch to a foot with dimensions noted. The map should show the table and chair layout, the adjacent pedestrian area and at least ten feet on either side of the requested licensed area showing access to the pedestrian area. A containment structure (fencing) location which separates the license area from the pedestrian way should also be shown on the map and a separate detail of what is proposed for the containment structure should be provided.

I have read the reverse side of this form which lists the limitations and requirements for securing the license and I agree to abide by the terms and limitation of the license where granted. I understand that failure to abide by these requirements is grounds for immediate revocation of the license. I certify that all information provided herein is accurate. I understand that this application is for a discretionary license which may or may not be granted by the Town.

[Signature] Applicant Signature and Title 3-10-20 Date

## REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("**Agreement**") is made and entered into this 6<sup>th</sup> day of April, 2020, by and between the **TOWN OF CRESTED BUTTE** ("**Town**"), a Colorado home rule municipality, with an address of P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 and Teacall: Towale Company ("**Licensee**"), with an address of 311 1/2 Elk, Crested Butte CO.

### WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business ("**Business**") located at 311 1/2 Elk Ave, Crested Butte, Colorado ("**Premises**");

WHEREAS, Licensee is the fee owner or has a property right (e.g., lease) to use and occupy its Business on the Premises;

WHEREAS, the Premises is bound by the Town's public streets, sidewalks and/or rights of way ("**Public Ways**");

WHEREAS, Licensee desires to keep and maintain outdoor seating and related personal property (collectively, "**Seating Effects**") in the Public Ways; and

WHEREAS, the Town is willing to grant to Licensee a revocable license to keep and maintain its Seating Effects in the Public Ways under the terms and conditions set forth herein.

**NOW THEREFORE**, for and in consideration of the preambles, covenants, terms, and conditions set forth herein, the sufficiency of such consideration being acknowledged by both parties, the Town grants to Licensee the following revocable license to keep and maintain its Seating Effects upon the Town Public Ways as described herein:

### AGREEMENT:

1. **License.** Licensee shall be entitled to a non-exclusive license for the limited purpose of keeping and maintaining its Seating Effects in the Public Ways in the location as depicted on **Exhibit "A"** ("**licensed area**") attached hereto. Specific conditions applicable to the license granted herein are listed in **Exhibit "B"** attached hereto. The application submitted to the Town by Licensee in connection with this Agreement and the license granted hereunder is incorporated herein. Licensee's use of the licensed area and its conduct of any activities relative thereto on the Public Ways shall at all times comply with all applicable governmental requirements, including,

without limitation, other Town and State of Colorado permitting and licensing requirements.

2. **Term.** The revocable license granted herein shall exist and continue until the expiration of this Agreement or the earlier termination hereof where the Town Council finds, for any reason or no reason at all, at a regular, public meeting that the license to use the Public Ways granted hereunder shall be terminated, and the license granted hereunder extinguished.

3. **Assumption of Risk; Waiver.** Licensee assumes the risk of damage to its Personal Effects arising from or relating to Licensee's use of the Public Ways. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection with the license granted under this Agreement and the encroaching Personal Effects. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees and costs. Licensee waives and releases the Town, and its officers, elected officials, agents and employees, from any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways, whether or not caused by the act or omission, negligence or other fault of the Town, and its officers, elected officials, agents and employees.

4. **Indemnification.** By execution hereof, Licensee, for itself and its successors, representatives and assigns, hereby agrees to indemnify, defend and save harmless the Town, and its officers, elected officials, agents and employees, against any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways. Licensee shall name the Town as an additional insured on Licensee's policy of liability insurance, which shall provide coverage of at least \$1,000,000.00, combined single limit.

5. **Revocation.** Upon notice to Licensee of the Town Council's decision to revoke the license granted under this Agreement, for any reason or no reason at all, the encroaching Personal Effects shall be removed immediately. In the event that the encroaching Personal Effects are not so removed by Licensee, the Town may remove the same at Licensee's sole cost and expense. In the event of any legal action or advice necessary to execute such removal, Licensee shall also pay the Town all costs and/or attorneys' fees incurred by the Town.

6. **Maintenance.** Licensee agrees to assume the sole responsibility for the maintenance and/or upkeep of the encroaching Personal Effects. The Town shall not be liable for any damage to said Personal Effects caused by any acts or omissions of the Town, including, without limitation, in connection with snow removal, street or alley maintenance or street or alley improvements.

7. **Binding.** This Agreement, the benefits conferred and obligations incurred hereunder, shall inure Licensee's successors in interest and permitted assigns.

8. **No Assignment.** This Agreement and the license granted hereunder shall not be assignable or transferrable by Licensee without the Town's prior written consent, which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this requirement shall be void ab initio.

9. **Notices.** Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be, and at the option of the party giving notice, (i) personally delivered, (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid, (iii) by FedEx or other recognizable overnight courier, or (iv) by confirmed facsimile (provided, that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed to the addresses first set forth above, or to such other addresses as the parties shall designate. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received.

10. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Agreement, if any.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Agreement is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado.

(d) This Agreement may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures.

**[Signature Page(s) To Follow]**



**EXHIBIT "A"**

**Location of Seating Effects in Public Ways / License Area**

**[attach drawing and/or narrative here]**

## EXHIBIT "B"

### Conditions Applicable to License

**In order to apply for a license the business must meet the following criteria.**

1. The business must have a valid conditional use permit and business license for a restaurant/bar issued by the Town of Crested Butte.
2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

**The requested licensed area must meet the following criteria.**

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than four feet of hard surfaced concrete area for pedestrian travel. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least four feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than four (4) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self-supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible. Commercial advertising shall not be incorporated into the barrier design.

**Restrictions on time of use of the licensed area are as follows.**

9. The dates of the license shall be from the Friday prior to Memorial Day to October 15 of the current calendar year.
10. The licensed area may not be utilized during July 4<sup>th</sup>. The Town Council may place additional restrictions depending on special events requested.
11. The tables, chairs, liquor containment structure and any other items associated with the restaurant use must be removed daily from the public right of way during the time when the restaurant is not open. The containment fencing may be left parallel against the front wall of the business frontage if collapsed.

**The business must adhere to the following rules and regulations.**

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

**After approval of the license but prior to utilizing the licensed area the business must provide the following.**

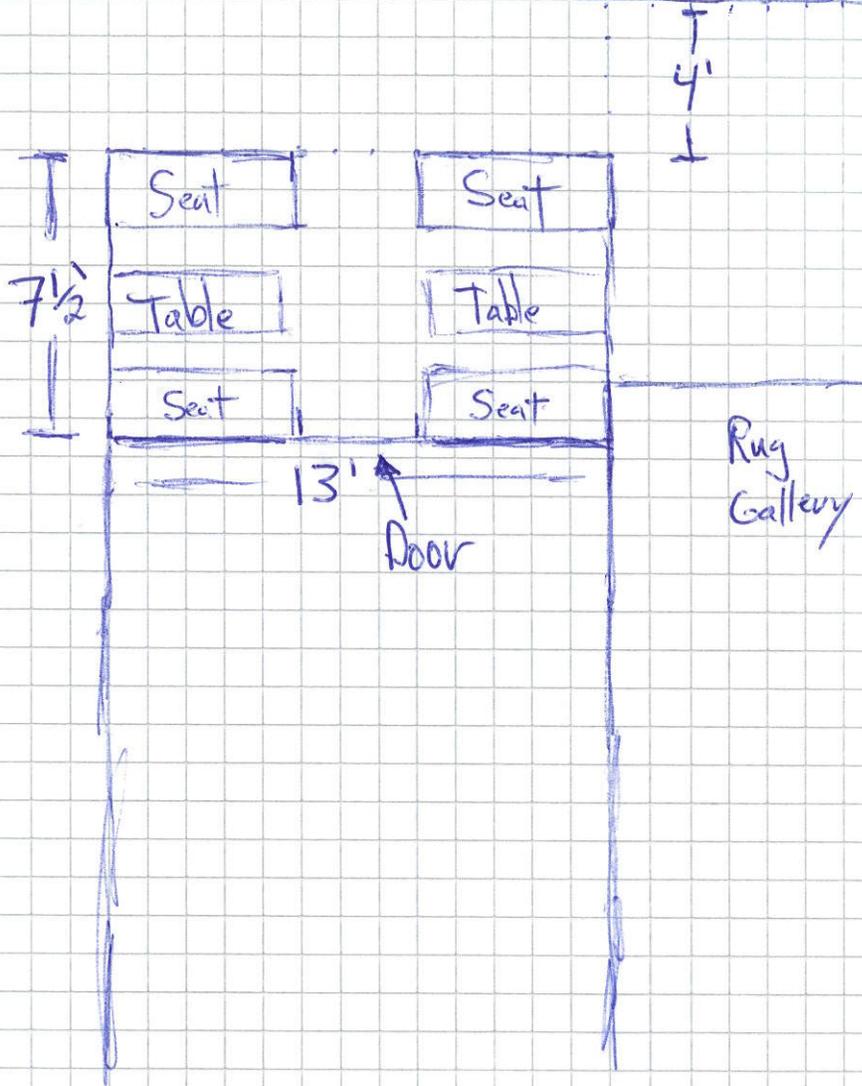
18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.

Street

# Teocalli Tamale

Street <sup>62</sup>

Bricks





# Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2020

Date: 3/18/20 Square Footage: 60 Fee Paid: \$18

Business Name: Public House LLC  
Owner: Fillmore West Investment Trust  
Address: 202 Elk Ave Block 28 Lot 16 + West half of Lot 15  
Contact: Kevin Collier  
Phone #: 970-4172 Cell # 970-417-7667  
E-mail address: Kcollier @ Publichousecb.com

Property Owner: Icehouse, LLC  
Address: P.O. Box 1807 Crested Butte CO 81224  
Phone #: 970-349-7761 Cell # \_\_\_\_\_  
E-mail address: cbell @ grassycreek.mt

Is it the intent to serve alcohol on the licensed premises  Yes  No

[If yes, fill out the attached liquor license permit application and report of change and return with application with the required state fee. If the license is not granted this fee will be returned to the applicant.]

Please attach a map of the requested seating area (see attached example). The map should be to scale and no smaller than 1/8 of an inch to a foot with dimensions noted. The map should show the table and chair layout, the adjacent pedestrian area and at least ten feet on either side of the requested licensed area showing access to the pedestrian area. A containment structure (fencing) location which separates the license area from the pedestrian way should also be shown on the map and a separate detail of what is proposed for the containment structure should be provided.

I have read the reverse side of this form which lists the limitations and requirements for securing the license and I agree to abide by the terms and limitation of the license where granted. I understand that failure to abide by these requirements is grounds for immediate revocation of the license. I certify that all information provided herein is accurate. I understand that this application is for a discretionary license which may or may not be granted by the Town.

[Signature] General Manager  
Applicant Signature and Title

3/19/20  
Date

## REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("**Agreement**") is made and entered into this 6<sup>th</sup> day of April, 2020, by and between the **TOWN OF CRESTED BUTTE** ("**Town**"), a Colorado home rule municipality, with an address of P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 and Public House LLC ("**Licensee**"), with an address of 202 Elk Ave, Crested Butte, CO.

### WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business ("**Business**") located at 202 Elk Ave, Crested Butte, Colorado ("**Premises**");

WHEREAS, Licensee is the fee owner or has a property right (e.g., lease) to use and occupy its Business on the Premises;

WHEREAS, the Premises is bound by the Town's public streets, sidewalks and/or rights of way ("**Public Ways**");

WHEREAS, Licensee desires to keep and maintain outdoor seating and related personal property (collectively, "**Seating Effects**") in the Public Ways; and

WHEREAS, the Town is willing to grant to Licensee a revocable license to keep and maintain its Seating Effects in the Public Ways under the terms and conditions set forth herein.

**NOW THEREFORE**, for and in consideration of the preambles, covenants, terms, and conditions set forth herein, the sufficiency of such consideration being acknowledged by both parties, the Town grants to Licensee the following revocable license to keep and maintain its Seating Effects upon the Town Public Ways as described herein:

### AGREEMENT:

1. **License.** Licensee shall be entitled to a non-exclusive license for the limited purpose of keeping and maintaining its Seating Effects in the Public Ways in the location as depicted on **Exhibit "A"** ("**licensed area**") attached hereto. Specific conditions applicable to the license granted herein are listed in **Exhibit "B"** attached hereto. The application submitted to the Town by Licensee in connection with this Agreement and the license granted hereunder is incorporated herein. Licensee's use of the licensed area and its conduct of any activities relative thereto on the Public Ways shall at all times comply with all applicable governmental requirements, including,

without limitation, other Town and State of Colorado permitting and licensing requirements.

2. **Term.** The revocable license granted herein shall exist and continue until the expiration of this Agreement or the earlier termination hereof where the Town Council finds, for any reason or no reason at all, at a regular, public meeting that the license to use the Public Ways granted hereunder shall be terminated, and the license granted hereunder extinguished.

3. **Assumption of Risk; Waiver.** Licensee assumes the risk of damage to its Personal Effects arising from or relating to Licensee's use of the Public Ways. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection with the license granted under this Agreement and the encroaching Personal Effects. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees and costs. Licensee waives and releases the Town, and its officers, elected officials, agents and employees, from any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways, whether or not caused by the act or omission, negligence or other fault of the Town, and its officers, elected officials, agents and employees.

4. **Indemnification.** By execution hereof, Licensee, for itself and its successors, representatives and assigns, hereby agrees to indemnify, defend and save harmless the Town, and its officers, elected officials, agents and employees, against any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways. Licensee shall name the Town as an additional insured on Licensee's policy of liability insurance, which shall provide coverage of at least \$1,000,000.00, combined single limit.

5. **Revocation.** Upon notice to Licensee of the Town Council's decision to revoke the license granted under this Agreement, for any reason or no reason at all, the encroaching Personal Effects shall be removed immediately. In the event that the encroaching Personal Effects are not so removed by Licensee, the Town may remove the same at Licensee's sole cost and expense. In the event of any legal action or advice necessary to execute such removal, Licensee shall also pay the Town all costs and/or attorneys' fees incurred by the Town.

6. **Maintenance.** Licensee agrees to assume the sole responsibility for the maintenance and/or upkeep of the encroaching Personal Effects. The Town shall not be liable for any damage to said Personal Effects caused by any acts or omissions of the Town, including, without limitation, in connection with snow removal, street or alley maintenance or street or alley improvements.

7. **Binding.** This Agreement, the benefits conferred and obligations incurred hereunder, shall inure Licensee's successors in interest and permitted assigns.

8. **No Assignment.** This Agreement and the license granted hereunder shall not be assignable or transferrable by Licensee without the Town's prior written consent, which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this requirement shall be void ab initio.

9. **Notices.** Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be, and at the option of the party giving notice, (i) personally delivered, (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid, (iii) by FedEx or other recognizable overnight courier, or (iv) by confirmed facsimile (provided, that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed to the addresses first set forth above, or to such other addresses as the parties shall designate. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received.

10. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Agreement, if any.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Agreement is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado.

(d) This Agreement may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures.

**[Signature Page(s) To Follow]**



**EXHIBIT "A"**

**Location of Seating Effects in Public Ways / License Area**

**[attach drawing and/or narrative here]**

## EXHIBIT "B"

### Conditions Applicable to License

**In order to apply for a license the business must meet the following criteria.**

1. The business must have a valid conditional use permit and business license for a restaurant/bar issued by the Town of Crested Butte.
2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

**The requested licensed area must meet the following criteria.**

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than four feet of hard surfaced concrete area for pedestrian travel. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least four feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than four (4) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self-supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible. Commercial advertising shall not be incorporated into the barrier design.

**Restrictions on time of use of the licensed area are as follows.**

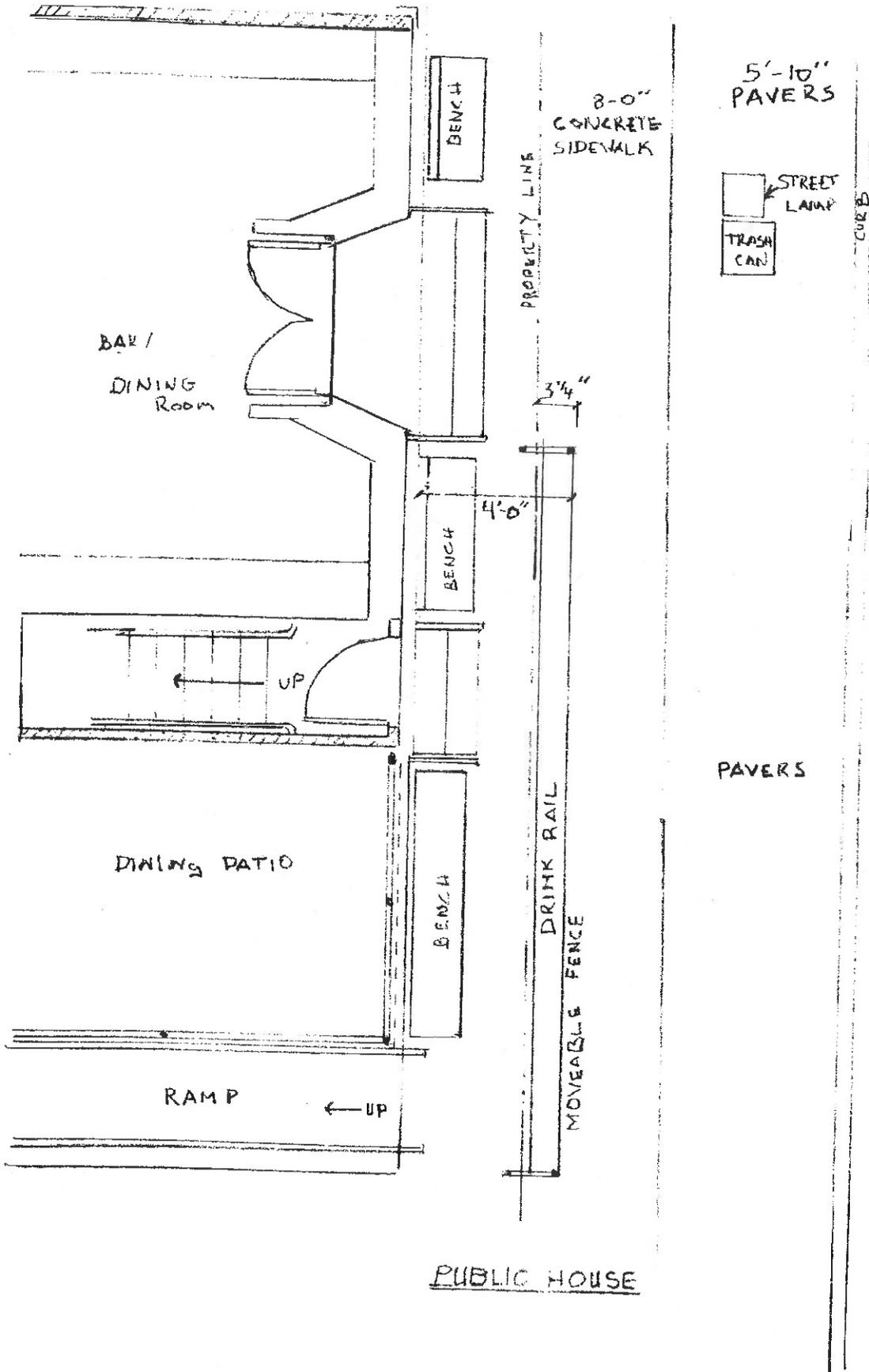
9. The dates of the license shall be from the Friday prior to Memorial Day to October 15 of the current calendar year.
10. The licensed area may not be utilized during July 4<sup>th</sup>. The Town Council may place additional restrictions depending on special events requested.
11. The tables, chairs, liquor containment structure and any other items associated with the restaurant use must be removed daily from the public right of way during the time when the restaurant is not open. The containment fencing may be left parallel against the front wall of the business frontage if collapsed.

**The business must adhere to the following rules and regulations.**

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

**After approval of the license but prior to utilizing the licensed area the business must provide the following.**

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.





# Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2020

Date: 2/24/20 Square Footage: 102 Fee Paid: \$306

DBA  
Business Name: TALK of the town Ladybug LTD  
Owner: MARY BODDINGTON  
Address: 230 ELK AVE Block 28 Lot 1-5  
Contact: MARY BODDINGTON  
Phone #: 719-439-5022 Cell # SAME  
E-mail address: mbodd21@yahoo.com

Property Owner: Donner TEVIS  
Address: 1750 County Rd 730  
Phone #: 970 596-4226 Cell # -  
E-mail address: donner.tevis@gmail.com

Is it the intent to serve alcohol on the licensed premises  Yes  No

[If yes, fill out the attached liquor license permit application and report of change and return with application with the required state fee. If the license is not granted this fee will be returned to the applicant.]

Please attach a map of the requested seating area (see attached example). The map should be to scale and no smaller than 1/8 of an inch to a foot with dimensions noted. The map should show the table and chair layout, the adjacent pedestrian area and at least ten feet on either side of the requested licensed area showing access to the pedestrian area. A containment structure (fencing) location which separates the license area from the pedestrian way should also be shown on the map and a separate detail of what is proposed for the containment structure should be provided.

I have read the reverse side of this form which lists the limitations and requirements for securing the license and I agree to abide by the terms and limitation of the license where granted. I understand that failure to abide by these requirements is grounds for immediate revocation of the license. I certify that all information provided herein is accurate. I understand that this application is for a discretionary license which may or may not be granted by the Town.

[Signature]  
Applicant Signature and Title

2/24/20  
Date

## REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into this 24 day of Feb, 2020, by and between the TOWN OF CRESTED BUTTE ("Town"), a Colorado home rule municipality, with an address of P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 and *Ladybug LTD DBA TALK of The Town* ("Licensee"), with an address of 230 Elk Ave Crested Butte CO.

### WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business ("Business") located at 230 ELK AVE, Crested Butte, Colorado ("Premises");

WHEREAS, Licensee is the fee owner or has a property right (e.g., lease) to use and occupy its Business on the Premises;

WHEREAS, the Premises is bound by the Town's public streets, sidewalks and/or rights of way ("Public Ways");

WHEREAS, Licensee desires to keep and maintain outdoor seating and related personal property (collectively, "Seating Effects") in the Public Ways; and

WHEREAS, the Town is willing to grant to Licensee a revocable license to keep and maintain its Seating Effects in the Public Ways under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the preambles, covenants, terms, and conditions set forth herein, the sufficiency of such consideration being acknowledged by both parties, the Town grants to Licensee the following revocable license to keep and maintain its Seating Effects upon the Town Public Ways as described herein:

### AGREEMENT:

1. License. Licensee shall be entitled to a non-exclusive license for the limited purpose of keeping and maintaining its Seating Effects in the Public Ways in the location as depicted on Exhibit "A" ("licensed area") attached hereto. Specific conditions applicable to the license granted herein are listed in Exhibit "B" attached hereto. The application submitted to the Town by Licensee in connection with this Agreement and the license granted hereunder is incorporated herein. Licensee's use of the licensed area and its conduct of any activities relative thereto on the Public Ways shall at all times comply with all applicable governmental requirements, including,

without limitation, other Town and State of Colorado permitting and licensing requirements.

2. **Term.** The revocable license granted herein shall exist and continue until the expiration of this Agreement or the earlier termination hereof where the Town Council finds, for any reason or no reason at all, at a regular, public meeting that the license to use the Public Ways granted hereunder shall be terminated, and the license granted hereunder extinguished.

3. **Assumption of Risk; Waiver.** Licensee assumes the risk of damage to its Personal Effects arising from or relating to Licensee's use of the Public Ways. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection with the license granted under this Agreement and the encroaching Personal Effects. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees and costs. Licensee waives and releases the Town, and its officers, elected officials, agents and employees, from any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways, whether or not caused by the act or omission, negligence or other fault of the Town, and its officers, elected officials, agents and employees.

4. **Indemnification.** By execution hereof, Licensee, for itself and its successors, representatives and assigns, hereby agrees to indemnify, defend and save harmless the Town, and its officers, elected officials, agents and employees, against any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways. Licensee shall name the Town as an additional insured on Licensee's policy of liability insurance, which shall provide coverage of at least \$1,000,000.00, combined single limit.

5. **Revocation.** Upon notice to Licensee of the Town Council's decision to revoke the license granted under this Agreement, for any reason or no reason at all, the encroaching Personal Effects shall be removed immediately. In the event that the encroaching Personal Effects are not so removed by Licensee, the Town may remove the same at Licensee's sole cost and expense. In the event of any legal action or advice necessary to execute such removal, Licensee shall also pay the Town all costs and/or attorneys' fees incurred by the Town.

6. **Maintenance.** Licensee agrees to assume the sole responsibility for the maintenance and/or upkeep of the encroaching Personal Effects. The Town shall not be liable for any damage to said Personal Effects caused by any acts or omissions of the Town, including, without limitation, in connection with snow removal, street or alley maintenance or street or alley improvements.

7. **Binding.** This Agreement, the benefits conferred and obligations incurred hereunder, shall inure Licensee's successors in interest and permitted assigns.

8. **No Assignment.** This Agreement and the license granted hereunder shall not be assignable or transferrable by Licensee without the Town's prior written consent, which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this requirement shall be void ab initio.

9. **Notices.** Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be, and at the option of the party giving notice, (i) personally delivered, (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid, (iii) by FedEx or other recognizable overnight courier, or (iv) by confirmed facsimile (provided, that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed to the addresses first set forth above, or to such other addresses as the parties shall designate. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received.

10. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Agreement, if any.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Agreement is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado.

(d) This Agreement may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures.

**[Signature Page(s) To Follow]**

IN WITNESS WHEREOF, the Town and Licensee have executed this Agreement to be effective as of the date first written above.

**LICENSEE:**

 TALK OF THE TOWN

By:   
Name: MARY BODDINGTON  
Title: OWNER

**TOWN OF CRESTED BUTTE,**  
a Colorado home rule municipality

By: \_\_\_\_\_  
James A. Schmidt, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

[SEAL]

**EXHIBIT "A"**

**Location of Seating Effects in Public Ways / License Area**

**[attach drawing and/or narrative here]**

## EXHIBIT "B"

### Conditions Applicable to License

**In order to apply for a license the business must meet the following criteria.**

1. The business must have a valid conditional use permit and business license for a restaurant/bar issued by the Town of Crested Butte.
2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

**The requested licensed area must meet the following criteria.**

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than four feet of hard surfaced concrete area for pedestrian travel. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least four feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than four (4) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self-supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible. Commercial advertising shall not be incorporated into the barrier design.

**Restrictions on time of use of the licensed area are as follows.**

9. The dates of the license shall be from the Friday prior to Memorial Day to October 15 of the current calendar year.
10. The licensed area may not be utilized during July 4<sup>th</sup>. The Town Council may place additional restrictions depending on special events requested.
11. The tables, chairs, liquor containment structure and any other items associated with the restaurant use must be removed daily from the public right of way during the time when the restaurant is not open. The containment fencing may be left parallel against the front wall of the business frontage if collapsed.

**The business must adhere to the following rules and regulations.**

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

**After approval of the license but prior to utilizing the licensed area the business must provide the following.**

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.

Seating Proposal

12-30" high wood stools  
(walnut finish)

Talk of the Town

25'6"

There will be 2 no  
smoking signs on either  
side of entry!

License Area

4' x 25'6"



Containment  
Barrier  
(See Below)

Concrete  
side walk

8'2"

Bike  
SECTOR

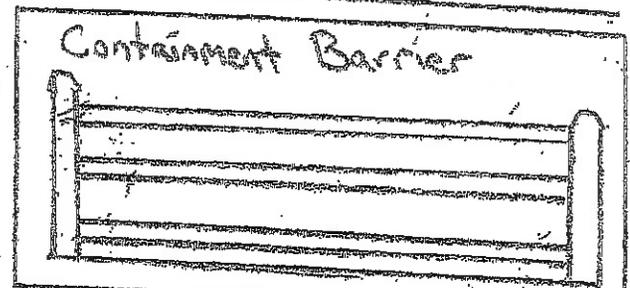
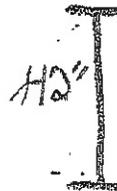
8'

Lamp post

Elk Avenue

3/4 horizontal flat  
metal slats

10" spacing



Barrier will have a ledge for drinks!

2 Town Bike racks  
need to be moved



## Memorandum

**To:** Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Manager's Report  
**Date:** April 6, 2020

### Town Manager

- 1) COVID-19

### Public Works

- 1) Streets Division – Working staggered shifts with two staff members working at one time, while still maintaining all social distancing requirements. Streets staff will be street sweeping, repairing potholes, Right of Way repairs, and cleaning storm water systems in the upcoming weeks.
- 2) Water-Wastewater Division – Working staggered shifts with only one operator at each facility. Staff is maintaining the day to day operations of the facility.
- 3) Facilities Division – Continuing to clean public restrooms at the transit center and Tommy V. Staff have been performing deep cleanings of the public restroom facilities that are currently closed.

### Marshals

- 1) The Marshal's Office has been in daily communication with our emergency services partners to coordinate planning and response operations for Covid-19. We really appreciate how mutually supportive these efforts have been from police, fire and EMS throughout the County.
- 2) We have had to break up a few small gatherings of folks since the single person event limitations were put in place. We understand the need for social interaction but, now is not the time for in-person gatherings. Thanks for everyone's future cooperation.
- 3) Kayce has been assisting with the County's Social Media Public Information efforts as needed.
- 4) Our officers, along with Mt CB officers have been supporting the security function at the north valley screening sites. Remember, call before you go – 641-7660.

### Parks & Rec

- 1) There are three capital projects slated for construction in 2020 that will be deferred until the revenue impacts of COVID-19 are understood. The following is an update on each project:
  - a. Hockey Changing Rooms – Bids will be received and opened publicly via a Zoom meeting on April 13<sup>th</sup> at 4:00pm. Per the Town's bidding requirements, bid pricing is guaranteed for 65

calendar days after opening. If it is determined within that time period that this project will be pushed to 2021, we will re-bid next year. This project is funded 100% by WUSA money and grants from the Met Rec. The Met Rec Board will discuss extending grant agreements to help support local governments during the COVID pandemic at their upcoming meeting and we are hopeful that there will be no negative ramifications to our current grants by pushing this project to 2021.

- b. Henderson Park Renovation – The GOCO grant award for this project allows for two years for project completion. This project can easily be pushed to 2021 and GOCO has stated their commitment to being flexible in support of local governments during the COVID pandemic if additional time is needed.
  - c. Gothic Field Raw Water – The Town is in the middle of design and engineering for this project and will see that through to fruition. The UGRWCD has recommended \$50,000 in funding for this project. A grant agreement has not yet been signed, and upon signing projects must be completed within 3 years. This project could be pushed to 2021 with no negative grant ramifications.
- 2) All playgrounds are currently closed. Staff will sign these closures and the marshals will enforce them as snow melts and playgrounds become more accessible. Please expect to see similar “closures” of other “high touch surfaces” within parks and on Elk Avenue including pavilions, picnic tables, benches, etc. This is in compliance with recommendations from the National Parks and Recreation Association.
  - 3) Three staff members, Joey, Jackson and Matt, have been made available to assist with duties at the Emergency Operations Center if needed.

### Community Development

- 1) Due to limited staffing, all new BOZAR applications, building permits, or plan reviews are suspended until April 13, 2020. Town staff is making preparations to begin accepting electronic applications the week of April 13, 2020.
- 2) Staff is processing administrative items such as sign permits and insubstantial changes to approved plans.
- 3) The Town is proceeding with a mock virtual BOZAR meeting in April with the assistance of Student Organization Achieving Results (SOAR). The hope is that this application and process of the virtual meeting assists the Town with being able to offer a virtual BOZAR in May.
- 4) The Town will first schedule BOZAR projects that were delayed because of COVID-19 in March. Staff is reaching out to these applicants to ensure complete applications and to begin scheduling. New applications will begin to be accepted as space allows or scheduled for June.
- 5) The Town is conducting virtual inspections. The Town has reserved Monday, Wednesday and Thursday from 10am-12pm for these inspections until April 13, 2020. Please email Eric Treadwell at [etreadwell@crestedbutte-co.gov](mailto:etreadwell@crestedbutte-co.gov) to schedule an inspection. Contractors will receive an email confirmation and details on how the virtual inspection will occur. Special inspections may be requested outside these times if circumstances are warranted.
- 6) A notification is being sent to property management companies, second homeowners and vacation rental owners reminding them of the County order and the permanent residency requirements. We utilized the messaging that the County developed this week discouraging 2<sup>nd</sup> homeowners from

occupying their homes here. Also included is the requirement that any non-residents of Gunnison County who would like to stay must obtain a waiver from the Public Health Director – Joni Reynolds.

- 7) Charge Ahead CO grant – GCEA received notice this week that they have been awarded the Charge Ahead CO grant for a rapid charging station at the fire station public parking lot. This cooperative project between the Town, GCEA and Charge Ahead CO is still slated to installation this summer.

#### Town Clerk

- 1) The Clerk’s Department is moving regular, daily business along through email and phone calls.
- 2) Special events will be processed based on their time sensitivity, and Betty is running communications with event organizers. The goal is to avoid a sudden, backlog of events when and if the normal schedule resumes.
- 3) Regular business with liquor license holders and dispensary owners continues.

#### Finance

- 1) Kat Carpenter has been doing yeoman’s work managing Town Hall reception, guiding locals with regards to COVID 19 response, providing Spanish translation for the Gunnison County response efforts, and generally being a ray of sunshine in this cloudy time.
- 2) Kyle and Hilary are juggling work at Town Hall and from home, whilst caring for their very young children who have not pre-school at the moment. They are both behind-the-scenes heroes.
- 3) I will be assisting Mountain Express with some of their revenue and budget analysis, so as to help with decision making during the COVID 19 crisis
- 4) I am working as a “deputy” finance chief for Gunnison County ICC
- 5) February sales tax was down 15.6% versus 2019. Restaurants, bars, retail and service were all hurt hard. Construction and grocery continue to do very well.

<b>BUSINESS TYPE</b>	<b>Feb-20</b>	<b>Feb-19</b>	<b>\$ Diff</b>	<b>% Diff</b>
BARS/REST	\$67,231	\$120,431	(\$53,200)	-44.2%
RETAIL	\$51,850	\$60,500	(\$8,650)	-14.3%
GROCERY	\$43,303	\$37,471	\$5,833	15.6%
LODGING	\$36,842	\$35,894	\$948	2.6%
CONST/HRDWR/AUTO	\$27,770	\$16,919	\$10,852	64.1%
OTHER / UTILITIES	\$23,800	\$24,907	(\$1,107)	-4.4%
RETAIL:MMJ	\$10,158	\$10,238	(\$80)	-0.8%
SERVICE	\$6,842	\$10,648	(\$3,806)	-35.7%
<b>TOTAL</b>	<b>\$267,798</b>	<b>\$317,232</b>	<b>(\$49,434)</b>	<b>-15.6%</b>

- 6) Cigarette / Nicotine tax collected was \$10,107, which compares to \$11,868 collected in January.

#### Intergovernmental

The City of Gunnison will be hosting the next meeting of the elected officials.

#### Upcoming Meetings or Events

Wednesday, May 13<sup>th</sup> 5:00 – 6:30 – Meet with Chamber Visitor Center staff

\* As always, please let me know if you have any questions or concerns. You may also directly contact department directors with questions as well.

## Staff Report

April 6, 2020

**To:** Mayor and Town Council  
**From:** Rob Zillioux, Finance and HR Director  
**Through:** Dara MacDonald, Town Manager  
**Subject:** 2020 Financial Forecast and Related Actions

---

---

**Summary:** The COVID 19 recession has hit Crested Butte significantly, and will be a strain on Town resources for the foreseeable future. The enclosed presentation is intended to:

1. Provide Council a full year financial outlook for Town's operations. This forecast includes three scenarios:
  - a. 75% of budgeted revenue, June through December
  - b. 50% of budgeted revenue, June through December
  - c. 25% of budgeted revenue, June through December
  
2. Facilitate a discussion around Town expense management actions:
  - a. Council approved \$743,000 in expense management actions during the special meeting of March 30<sup>th</sup>.
  
  - b. Staff has recommended an additional \$618,500 in expenses actions. We are seeking related Council direction.
  
3. Facilitate a discussion around the Spring Community Grant requests.

**Discussion:** The attached material provides a forecast of major revenue sources for the General, Capital and Affordable Housing Funds. Minor revenue sources have not yet been forecasted. The three scenarios show revenue reductions that range from \$1,263,292 to \$2,685, 288. July, August and September, in that order, are the highest sales tax months for Town.

Staff have made recommendations for 2020 expense reductions amounting to a total of \$1,361,500. This includes \$618,500 of actions on which we seek Council direction.

The Enterprise and Street Funds should not be tremendously impacted, unless decisions are made to defer or waive utility payments or if property tax collections are delayed significantly.

This crisis is exactly why Town has maintained strong reserves and practiced conservative spending habits.

In summary, and assuming the full complement of recommended expense actions are taken, Town can manage operations and provide regular services to our residents through 2020, even in a scenario where revenue is 25% of budget. That said, all non-essential expenses are recommended to be delayed or eliminated so as to protect against potential economic worsening.

# 2020 Revenue Forecast

## Town of Crested Butte

*As of April 2nd*

# Summary

# Forecast review objectives:

- Inform Council of the likely revenue reductions associated with COVID 19 and resulting recession. Three scenarios are shown:
  - 75% of budgeted revenue June through December
  - 50% of budgeted revenue June through December
  - 25% of budgeted revenue June through December
- Obtain Council direction associated with Town of Crested Butte expense management suggestions:
  - Council approved \$743,000 expense management actions on March 30<sup>th</sup>
  - Staff has recommended an additional \$618,500 for Council review April 6th
- Obtain Council direction associated with Community requests for financial support during this crisis:
  - As part of the Spring Community Grant cycle, Town received twelve requests totaling \$58,210. The Grant Committee has made recommendations totaling \$49,500. Some of these requests to be funded through the newly enacted Cigarette / Nicotine Tax.

# Caveats

- Actual and forecast numbers will be updated monthly for presentation to Council. Forecast numbers are directional, and for purpose of assisting Council decision making
- Numbers are presented in Government Accounting Standards (modified accrual), not GAAP
- Forecast numbers are focused on major revenue sources, and are not intended to be comprehensive
- Impact to reserves assumes budgeted expenses, except where noted differently
- Enterprise and Street Funds not forecasted to decline significantly due to non-tourism / economy based revenue streams. However, local government decisions could possibly reduce revenue for these Funds. Timing on receipt of property tax, which largely funds Streets, is likely.
- Due to strong reserves entering 2020, Town could operate as normal without cutting budgeted expenses. In this scenario, revenue shortages would in turn reduce reserves by a like amount. Additional financial requests from the Community could be difficult to meet without making certain cuts elsewhere while maintaining reasonable Fund reserves.
- **Black** font numbers indicate budget. **Green** numbers are better than budget. **Red** numbers are worse than budget.

# Summary – three scenarios

	Funds				Other Funds		Total Expense Management
	General	Capital	Affordable Housing	Total	Enterprise	Streets	
<b>Revenue loss - 75% Scenario</b>							
Reserves - January 2020	\$3,833,220	\$1,769,118	\$314,541	\$5,916,878			
Revenue loss	-\$964,402	-\$210,412	-\$88,479	-\$1,263,292			
Expense Management - approved 3/30	\$60,000	\$433,000	\$250,000	\$743,000			\$743,000
Reserves - December 2020	\$2,928,818	\$1,991,706	\$476,062	\$5,396,586			
Expense Management - proposed 4/6	\$63,500	\$105,000	\$0	\$168,500	\$200,000	\$250,000	\$618,500
Reserves - December 2020	\$2,992,318	\$2,096,706	\$476,062	<b>\$5,565,086</b>			
							<b>\$1,361,500</b>
<b>Revenue loss - 50% Scenario</b>							
Reserves - January 2020	\$3,833,220	\$1,769,118	\$314,541	\$5,916,878			
Revenue loss	-\$1,569,387	-\$323,285	-\$129,729	-\$2,022,401			
Expense Management - approved 3/30	\$60,000	\$433,000	\$250,000	\$743,000			\$743,000
Reserves - December 2020	\$2,323,833	\$1,878,833	\$434,812	\$4,637,477			
Expense Management - proposed 4/6	\$63,500	\$105,000	\$0	\$168,500	\$200,000	\$250,000	\$618,500
Reserves - December 2020	\$2,387,333	\$1,983,833	\$434,812	<b>\$4,805,977</b>			
							<b>\$1,361,500</b>
<b>Revenue loss - 25% Scenario</b>							
Reserves - January 2020	\$3,833,220	\$1,769,118	\$314,541	\$5,916,878			
Revenue loss	-\$2,174,373	-\$339,936	-\$170,979	-\$2,685,288			
Expense Management - approved 3/30	\$60,000	\$433,000	\$250,000	\$743,000			\$743,000
Reserves - December 2020	\$1,718,847	\$1,862,182	\$393,562	\$3,974,590			
Expense Management - proposed 4/6	\$63,500	\$105,000	\$0	\$168,500	\$200,000	\$250,000	\$618,500
Reserves - December 2020	\$1,782,347	\$1,967,182	\$393,562	<b>\$4,143,090</b>			
							<b>\$1,361,500</b>

# Expense Management Steps – Council approved 3/30

March 30 items - approved	Funds					Total
	General	Capital	Affordable	Enterprise	Streets	
Delay Marshal patrol vehicle		\$80,000				
Essential travel only	\$10,000					
Henderson Park		\$15,000				
Goth Raw Water		\$91,000				
Ice Hockey Changing Rooms		\$197,000				
Delay CAP projects		\$50,000				
Delay SOAR build			\$250,000			
Misc exp management	\$50,000					
<b>Total</b>	<b>\$60,000</b>	<b>\$433,000</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$743,000</b>

# Additional Expense Management Steps – Staff recommendations 4/6/20<sup>93</sup>

## April 6th items - proposed

	Funds					Total
	General	Capital	Affordable	Enterprise	Streets	
Contract Custodian	\$13,500					\$13,500
TH Water Mitigation		\$25,000				\$25,000
Pita Shed Engineering		\$5,000				\$5,000
Capital Equipment					\$200,000	\$200,000
Alley paving					\$50,000	\$50,000
Capital Projects				\$200,000		\$200,000
MTX express (while idle)	\$50,000					\$50,000
Seasonal workers - Parks		\$75,000				\$75,000
	<b>\$63,500</b>	<b>\$105,000</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$250,000</b>	<b>\$618,500</b>

# Community Grant Requests – Spring 2020

Spring 2020 Request Summary						
	Requesting Organization	Project Name	Amount of Request	Total Project Cost	Portion of Total Project Cost	Recommended Award
1	GCSAPP	Education, messaging, CBYC	\$10,200			\$10,200
2	CB State of Mind	Therapy Scholarship Program	\$9,800	\$19,600	50%	\$9,800
3	Vinotok	2020 Vinotok	\$5,410	\$22,155	24%	\$4,000
4	Adaptive Sports	Scholarships for locals	\$5,000	\$10,000	50%	\$4,000
5	CB Mountain Theater	Youtheatre Summer Camps	\$5,000	\$6,350	79%	\$3,000
6	CB Film Festival	Fall Festival	\$5,000			\$3,200
7	Chamber of Commerce	July 4th Celebration	\$5,000	\$13,105	38%	\$4,000
8	Six Points	Traumatic Brain Injury Service Program	\$5,000	\$35,000	14%	\$4,000
9	Project Hope of Gunnison Valley	Support individuals affect by relationship violence and or sexual assault	\$3,000			\$3,000
10	CB Wildflower Festival	Festival Headquarters - Site Rental	\$2,500	\$5,300	47%	\$2,000
11	Chamber of Commerce	Chainless World Championships	\$2,000	\$4,100	49%	\$2,000
12	West Elk Soccer Association	Facilities Rental Assistance	\$300			\$300
<b>Totals</b>			<b>\$58,210</b>	<b>\$115,610</b>	50%	<b>\$49,500</b>

Notes  
 approved and funded with Cigarette Tax  
 recommend funding with Cigarette Tax  
 Town provides significant "in-kind" support  
 Town provides significant "in-kind" support  
 recommend funding with Cigarette Tax

	Fall Awards	Spring Awards
<b>Total 2020 Budget</b>	<b>50%</b>	<b>50%</b>
\$55,000	\$27,500	\$27,500
Cigarette Tax received to date		\$22,000
Total Available		\$49,500
<b>Council Committee Recommendation</b>	<b>\$27,500</b>	<b>\$49,500</b>
Surplus (Deficit)	\$0	\$0
Cigarette Tax requests		\$15,400
Other Requests		\$42,810
Total Requests - Spring 2020		\$58,210

# Recommendations

- Non-essential expenses should be delayed where possible.
- Adopt additional expense measures outlined on page 7.
- Do not begin any new affordable housing or CAP project spend until local economics stabilize.
- When conditions normalize, revisit said delayed expenses.
- Purchases and services, not yet contracted, should be sourced locally if and when possible.
- Approve Spring Community Grant recommendations, as outlined on page 8.

**SLATE RIVER ANNEXATION and MAJOR SUBDIVISION**  
**FINAL PLAN APPLICATION**

**MARCH 6, 2020**

Submitted to:

CRESTED BUTTE TOWN COUNCIL  
and  
TOWN PLANNING COMMISSION

Prepared for:

**Cypress Foothills, LP**  
A Texas limited partnership  
8343 Douglas Avenue, Suite 200  
Dallas, Texas 75225

## TABLE OF CONTENTS

### APPLICATION SUBMITTAL

- 1.0 INTRODUCTION
- 2.0 ANNEXATION AGREEMENT
- 3.0 SKETCH PLAN AND PRELIMINARY PLAN REVIEW SUMMARY
  - A. SKETCH PLAN CONDITIONS
  - B. PRELIMINARY PLAN CONDITIONS
- 4.0 ANNEXATION
- 5.0 FINAL SUBDIVISION PLAN SUBMITTAL REQUIREMENTS
- 6.0 TEXT AND MAP AMENDMENT SUBMITTAL REQUIREMENTS
- 7.0 STANDARDS FOR ZONING AND REZONING
- 8.0 SUMMARY

### ATTACHMENTS

Attachments 1-11

## ATTACHMENTS

<i>Title</i>	<i>Attachment</i>
1. Annexation Map	1
2. Proposed Zoning Map	2
3. Vicinity Map/Illustrative Master Plan	3
4. Slate River Major Subdivision Final Plat	4
5. Agreements Between Town of Crested Butte and Cypress Foothills, LP	5
6. Applicant Retained Land Plans and Construction Drawings	6
7. Landscape Plan	7
8. Protective Covenants-Applicant Retained Land	8
9. Conservation/Environmental Covenants-TP6A and TP7	9
10. Boater Access Easement Agreement-TP6B	10
11. Residential R1F Zoning Requirements	11

## **SLATE RIVER ANNEXATION and MAJOR SUBDIVISION FINAL PLAN APPLICATION**

### **Application Submittal.**

Cypress Foothills, LP, owner/applicant, is submitting the Slate River Annexation and Major Subdivision application in accordance with the criteria established in Municipal Code (“Code”) Sec. 15-1-80(b) Criteria for annexation decision and Sec.17-5-70 Final plan submittals. The application also contains the R1F Residential District text and map amendments pursuant to Sec. 16-23-30 Amendments application.

The Slate River Annexation and Major Subdivision Final Plan and Final Plat application includes these Sections:

- 1.0 Introduction
- 2.0 Pre-Annexation Agreements
- 3.0 Sketch Plan and Preliminary Plan Review Summary
- 4.0 Annexation Criteria, Sec. 15-1-80(b)
- 5.0 Final Subdivision Plan Submittal Requirements, Sec.17-5-70
- 6.0 Text and Map Amendment Submittal Requirements, Sec. 16-23-30
- 7.0 Standards for Zoning and Rezoning, Sec. 16-23-90
- 8.0 Summary

**Acknowledgement.** Cypress Foothills, LP, property owner, has not yet performed a legal review on all of the documents and that there may be revisions before the final drafts are sent out to Town Council.

### **1.0 Introduction.**

Cypress Foothills, LP, owner/applicant, is seeking to annex, zone and subdivide a 14.16 acre parcel along the Town’s northeastern boundary originally platted as the West Remainder Parcel of the Aperture Subdivision and now referred to as the Slate River Subdivision. The final subdivision plan includes nine (9) Town Parcels and one (1) Tract of Applicant Retained Lands; the primary public roadways, Pyramid Avenue and Eighth Street extension, and underground public utility mainlines have been installed as part of the County-approved Aperture Subdivision to the east. Proposed zoning for the subdivision allows the following land uses: government, public service and recreational facilities, deed-restricted affordable housing, six (6) free-market single-family lots, open space and preserved wetland/riparian areas.

The property owner and developer is Cypress Foothills, LP (Developer) at 8343 Douglas Avenue, Suite 200, Dallas, Texas 75225. The proposed Annexation Map (**Attachment 1**) and Zoning Map (**Attachment 2**) are attached.

### **2.0 Annexation Agreement.**

The property to be annexed is subject to three pre-annexation agreements that include: Pre-annexation Agreement recorded on March 14, 2016 as Reception No. 638399; Amendment to Pre-Annexation Agreement recorded on December 13, 2016 as Reception No. 643828; and Second Amendment to Pre-Annexation Agreement recorded on October 10, 2018 as Reception

No. 656557. These Agreements reflect two important factors: First, the Town agreed to extend water and sewer service outside the Town limits to that portion of the development (Aperture Subdivision) that will remain in the County in exchange for, among other benefits, land that the developer will dedicate for public uses in the area that will be annexed to the Town (Slate River Subdivision); and second, portions of the land to be annexed required environmental clean-up because they contained the former town landfill site.

The clean-up was accomplished through a process approved by the Colorado Department of Public Health and the Environment called a Voluntary Clean-up Plan (VCUP). The VCUP requires that clean-up levels be based on intended future land uses; the clean-up requirements were based on higher intensity uses ranging from schools to housing as proposed on Town Parcels (TP) 2 and 3 and more passive public uses such as open space, parks or snow storage as proposed on TP 4. For housing to be developed on TP5, the Town will need to perform additional clean-up. The majority of the land within the proposed Slate River Subdivision, however, is environmentally “clean” and not subject to the VCUP. The land uses agreed upon by the Town and Developer are identified in the Annexation Agreement and shown graphically on the Vicinity Map/Illustrative Master Plan (**Attachment 3**).

The Final Annexation Agreement will be included in the staff report as part of the public review process.

### **3.0 Sketch Plan and Preliminary Plan Review Summary.**

The Slate River Annexation Impact Report was filed with the Gunnison County Board of County Commissioners (BOCC) on March 21, 2019 in accordance with Colorado Revised Statutes (CRS) §31-12-108.5. The Slate River Major Subdivision Sketch Plan application was reviewed by the Board of Zoning and Architectural Review (BOZAR or “Board”) on March 26, 2019 and the Board’s recommendation was forwarded to Town Council for consideration. At a duly noticed public hearing on April 8, 2019, Town Council, acting as the Planning Commission reviewed the Sketch Plan and approved it with conditions. The Slate River Major Subdivision Preliminary Plan application was reviewed by the Planning Commission and approved with conditions at a duly noticed public hearing on January 14, 2020. The Sketch Plan and Preliminary Plan conditions of approval are outlined below.

#### **A. Sketch Plan Conditions:**

1. That a future waterline easement be provided to the north through the Applicant Retained Land.
2. That all fencing within the subdivision be a maximum of forty-two (42) inches in height to allow for wildlife migration through the property, excluding any off-site fencing around the Public Works facility and multi-use trail.
3. That a boater access and floating agreement for TP6 be finalized.
4. That the north-south private street within the Applicant Retained Land be named after a local mountain or natural feature.
5. That the R4-Residential maximum lot size requirement be waived for TP3 and TP 5.
6. That a deed restriction for the TP6 open space/wetland area be finalized.

7. That a recommendation be forwarded to Town Council for the granting of an exemption for all of the capital expansion recovery system fees pursuant to Sec. 17-5-100(c) Exemption from fee.

**B. Preliminary Plan Conditions:**

1. That the Pre-Annexation Agreement be revised to reflect the updated Subdivision Plat that contains nine (9) Town Parcels (TP) and (1) Applicant Retained Land Tract (T).
2. That the Slate River Major Subdivision Plat including the title page with the Attorney's Opinion be finalized.
3. That the platting of the Applicant Retained Land Tract into six (6) single-family lots be finalized and that a complete set of construction drawings be submitted which meet the requirements of the Public Works Director and Crested Butte Fire Protection District.
4. That the deed restriction for TP7 which contains the wetland area between TP1 and the Applicant Retained Land be finalized.

**4.0 Annexation, Sec. 15-1-80.**

**(b) Criteria for annexation decision.** The following criteria shall be considered before the Town Council may act favorably on any annexation request; the Code requirements are shown in *italics*, followed by the applicant response:

(1) *"The final master plan for the use of the lands to be annexed is acceptable."*

**Response:** The Vicinity Map identifies the property location/context and the Illustrative Master Plan graphically depicts the various parcels and potential uses of those lands proposed to be annexed (**Attachment 3**). The final subdivision plan divides the 14.16 acre property into nine (9) Town Parcels and one (1) Applicant Retained Tract with six (6) single-family lots. No actual buildings or structures are proposed at this time. All future site-specific development applications will be reviewed and approved by the Board of Zoning and Architectural Review (BOZAR).

(2) *"The final subdivision plan for the use of the lands to be annexed complies with Chapter 17 of this Code."*

**Response:** The Slate River Major Subdivision Final Plat and Final Plan comply with both, the annexation requirements in Chapter 15 and subdivision standards as set forth in Chapter 17 of the Code.

(3) *"The proposed open spaces have a workable program established for maintenance and upkeep and are coordinated with the Town's open space program where possible."*

**Response:** The proposed open space and wetland areas contained within Town Parcels TP4, TP6A-B, TP7, TP8 and TP9 will be owned, maintained and preserved by the Town of Crested Butte as part of the Town's open space and recreation programs.

(4) *“The proposed annexation is necessary or desirable and will contribute to the general well-being of the community.”*

**Response:** The proposed annexation of the Slate River Major Subdivision is desirable and contributes to the health and welfare of the community. The development plan provides a logical extension of public utilities and roadways for future residential development and public facilities. The plan integrates a variety of public and private land uses; creates a compact development adjacent to existing public utilities and services; offers a range of affordable and free-market housing opportunities and choices; creates a walkable neighborhood; fosters a distinctive neighborhood that fits within the existing character and scale of Crested Butte; preserves open space and protects natural features and environmentally sensitive areas; and provides a variety of transportation options.

(5) *“The proposed annexation will in no way be detrimental to the health, safety or general welfare of the persons residing within the corporate boundaries of the Town or injurious to property or improvements in the vicinity of the lands proposed to be annexed.”*

**Response:** Community residents and neighborhood properties and/or improvements have been given ample consideration in the annexation and development of the Slate River Major Subdivision to ensure the health, safety or general welfare of the residents are maintained and possibly enhanced.

(6) *“The proposal is in harmony with the intent of Town zoning ordinances and policies adopted by the Town.”*

**Response:** The development proposed within the Slate River Major Subdivision comports with the purpose and intent of Article I General Provisions in Chapter 16 of the Code. The proposed public and private uses are compatible with the existing land uses in both, the Town and County, in terms of their locations, intensities, densities, massing, scale and character. All site-specific development and buildings will be reviewed and approved by the Board of Zoning and Architectural Review (BOZAR) in accordance with the Town Code and Design Guidelines.

(7) *“Unless otherwise agreed to by the Town, the extension of services will be financed totally by the applicant.”*

**Response:** Cypress Foothills, LP, developer/applicant, has solely financed and installed the extension of public roadways and utilities to service the proposed development. The Town of Crested Butte and Cypress Foothills, LP have entered in the following agreements: a water and sewer easement recorded on August 31, 2017 at Reception No. 648729; a Development Improvements Agreement recorded on August 31, 2017 at Reception No. 648730; a Water and Sewer Service Agreement recorded at Reception No. 649234; and an Easement Agreement for Cemetery Water Line recorded on November 9, 2018 at Reception No. 657207.

(8) *“Revenue and/or public benefit to be gained from the Town's portion of increased tax base and other revenue on account of the proposed annexation is equal to or greater than the cost to the Town of the services required.”*

**Response:** A majority of the Slate River Subdivision is proposed as natural open space/wetlands (TP4, TP6A-B, TP7, TP8 and TP9) and public uses (TP1 and TP2) that do not generate property tax revenues. Six (6) free-market lots (T1-T6) will generate property taxes, real estate transfer taxes, and water/sewer fees; and future deed-restricted, for-sale units (TP3) and rental apartments (TP5) will create property tax revenues and water/sewer fees. The estimated seventy-three (73) full-term and twenty-three (23) part-time residents will purchase goods in Town that will generate sales tax revenues.

Since the Slate River Major Subdivision adjoins the Town’s street grid and water/sewer system and development will occur incrementally over a period of years, additional expenditures for fire, police, emergency services, general government services, parks/recreation and public works maintenance should be commensurate with other existing neighborhoods in Town. A majority of the proposed development will be public facilities, deed-restricted housing, parkland and natural open space that will be beneficial to the Town.

(9) *“The advantages to the Town materially outweigh the disadvantages.”*

**Response:** There are no apparent disadvantages to annexing and subdividing the 14.16 acre parcel for the land uses and purposes proposed. As part of the Annexation Agreement the Town will receive dedicated public rights-of-way and deeded title to land that totals approximately 12.7 acres for use as public roadways, public buildings and facilities, deed-restricted affordable housing, open space, recreation, protected wetland/riparian areas and snow storage.

(10) *“The annexed lands have a logical extension of road systems and of public transportation systems, consistent with the Town's Land Use Plan.”*

**Response:** The public roadways included within the Slate River Major Subdivision have been constructed as part of the Aperture Subdivision in Gunnison County. The sixty (60) feet wide public right-of-ways are logical extensions of the Town’s street grid-system; Pyramid Avenue has an east-west alignment and Eighth Street has a north-south orientation. All of the proposed development is within walking and biking distance of jobs, goods and services and cultural/social/recreational activities. The development is currently served by public transportation and no expansion of service is anticipated or required at this time.

(11) *“The extension of water and sewer lines are feasible in the area.”*

**Response:** Public Town sewer and water service has been extended to serve the proposed annexation of the Slate River Major Subdivision and the Aperture Subdivision that will remain within unincorporated Gunnison County. The necessary agreements and easements between the Town of Crested Butte and Cypress Foothills, LP have been or will be recorded in the real property records of Gunnison County, Colorado. See (7) Response, above, that identifies Reception Nos. for the various water and sewer agreements and easements.

(12) *“The applicant has agreed to update any geological hazard, floodplain and other applicable mapping for the lands to be annexed. The update work shall be performed by a qualified person of the Town's choosing and shall be paid for by the applicant.”*

**Response:** The applicant hired a team of professional consultants to evaluate the natural hazards affecting the lands to be annexed. The proposed Slate River Major Subdivision has been designed so that geologic or other natural hazards and floodplain constraints have been avoided and that environmentally-sensitive wetland and riparian areas; therefore, it is not necessary for the existing natural hazard mapping to be updated or modified.

(13) *“The proposal is consistent with the Land Use Plan.”*

**Response:** The Slate River Major Subdivision is consistent with the Town's Land Use Plan. The Crested Butte Area Plan identifies this area as being appropriate for future development of multi-family and single-family neighborhoods. The final subdivision plan contains residential parcels that may be developed as deed-restricted, affordable duplexes, tri-plexes and multifamily units (TP3 and TP5) and free-market single-family homes (T1-6). Public parcels are provided for future uses that may include a fire station, search and rescue facility, hospital/medical clinic, recreation facility and/or library (TP1 and TP3); other public open space (TP4, TP8 and TP9) and environmentally-sensitive areas (TP6A-B and TP7) are also contained within the subdivision. These proposed land uses are compatible with the existing land uses in both, the Town and County; and the potential in terms of their locations, uses, intensities, densities, massing, scale and character.

(14) *“To the extent the proposal is not consistent with Chapters 16 and 17 of this Code and the Land Use Plan, such inconsistency is addressed and/or adequately mitigated, to the Town Council's satisfaction, in the final annexation agreement.”*

**Response:** The Slate River Subdivision has been planned, designed and constructed in general conformance with standards of Chapter 16 Zoning and Chapter 17 Subdivisions, specifically: Article 6-Major Subdivision Design Standards; Article 7-Tract and Block Design Standards; Article 8-Compatibility with Natural Features; Article 9-Open Land; Article 10-Street and Sidewalk Standards; Article 11-Utility Standards; and Article 12-Affordable Housing and Local Housing.

## **5.0 Final Subdivision Plan Submittal Requirements, Sec.17-5-70**

The following information shall be submitted before Town Council may act to approve any final subdivision plan application; the Code requirements are shown in *italics*, followed by the applicant response:

(1) *“Final plan fee and publication fee. The final plan fee and publication fee as required in Section 17-2-30 of this Chapter.”*

**Response:** Cypress Foothills, LP has no outstanding balances as per the subdivision cost and expense reimbursement agreement.

(2) *“Title report. A title report prepared by a licensed title or abstract company containing the legal description of the proposed subdivision and identifying, listing and certifying the following:*

- a. A list of all owners of record of the proposed subdivision;*
- b. A list of all liens and encumbrances against the proposed Property, together with the book and page and reception number of each encumbrance as recorded in the office of the County Clerk and Recorder; and*
- c. All owners of any surface, subsurface or above-surface estates, rights or interests in the proposed subdivision, the nature of and description of such estate, right or interests, and the addresses of all such owners.*

*If the above information is contained in the submittal required in Paragraph 17-5-50(3) above, an endorsement or certificate that no changes in ownership, encumbrances or liens has occurred may be submitted.”*

**Response:** There have been no changes in ownership, encumbrances or liens during this annexation and subdivision review process. The property owner and developer is Cypress Foothills, LP (Developer) at 8343 Douglas Avenue, Suite 200, Dallas, Texas 75225; a certified Attorney’s Opinion prepared by Marcus Lock, Law of the Rockies, is included on the Slate River Major Subdivision Final Plat.

(3) *“Final plat. The final plat shall include requirements a. through d.”*

**Response:** The Slate River Major Subdivision Final Plat generally meets these Code requirements. Final Plat is included as **Attachment 4**. A list of agreements between the Town of Crested Butte and Cypress Foothills, LP is contained in **Attachment 5** [SGS1].

(4) *“The final plat shall contain the following information and conform to the following specifications a. through y.”*

**Response:** The Slate River Major Subdivision Final Plat generally contains the required information and conforms to these Code specifications; the Final Plat is included as **Attachment 4**.

(5) *“Preliminary and proposed engineering designs and estimated costs for all improvements to be installed in the subdivision, including but not limited to water, sewer and all other utilities, streets and related improvements, trails, bridges, excavations, landscaping and storm drainage.”*

**Response:** On behalf of the applicant/owner, Cypress Foothills, LP, Schmueser Gordon Meyer (SGM) Engineers prepared plans and construction drawings for the subdivision improvements. The primary public streets and utilities have been installed as part of the Aperture Subdivision immediately to the east. The plans and construction drawings for the private access road and alley, utilities and other improvements within the Applicant Retained Land are included as **Attachment 6**. A Subdivision Improvements Agreement will be included in the staff report as part of the public review.

(6) *“A landscape plan showing location, size and type of proposed landscape features, where such features are located on common or dedicated areas.”*

**Response:** The landscape plan for the common areas and multi-use trail alignment is included as **Attachment 7**. A landscape maintenance, license and easement agreement was recorded on November 9, 2018 at Reception No. 657206.

(7) *“A final plan to address any existing or potential hazardous conditions, including but not limited to soils, mine tailings, mine drainages, petroleum residue, landfills, underground tanks, etc. which has been approved by all applicable state and federal agencies as adequate for the proposed uses.”*

**Response:** The VCUP has been completed and approved by Colorado Department of Public Health and Environment (CDPHE) for the southwestern portion of the property that contained the former Town landfill. The No Action Determination issued by CDPHE allows a range of uses ranging from higher intensity uses (schools to housing on (TP) 2 and 3 to more passive public uses such as open space, parks or snow storage as proposed on TP 4. The Town Parcels TP2, TP3 and TP4 are subject to environmental covenants held by the CDPHE. The TP2 and TP4 boundaries have been reconfigured to incorporate those areas.

The owner/developer has installed a cap on top of landfill materials within TP5 as part of its VCUP. Prior to the development of any housing on TP5, the Agreements with Cypress give the Town the option of filing a VCUP application with CDPHE to obtain a No Action Determination which would confirm that the Town has achieved the cleanup levels necessary for the development of affordable housing. The Town will be responsible for the costs of the VCUP application and any required additional cleanup. TP5 also will be subject to an environmental covenant.

It is reasonably expected that development of the proposed public and residential uses on this property will not produce hazardous substances or hazardous waste materials.

(8) *“Copies of any monument records required of the land surveyor in accordance with state statutes.”*

**Response:** The existing and newly established monuments are identified on the Slate River Major Subdivision Final Plat; refer to **Attachment 4**.

(9) *“A certified statement by the subdivider stating that all supplemental information furnished with the preliminary plan is embodied in the final plan and final plat; or, if this is not the case, revised supplemental data of the same scope and format as required for the preliminary plan shall be furnished with the final plan and final plat.”*

**Response:** All required and/or requested information and the Sketch/Preliminary Plan conditions of approval have been incorporated into the Slate River Major Subdivision Final Plat and Final Plan.

(10) *“Three (3) copies of all draft protective covenants or restrictions placed on the proposed subdivision, one (1) of which shall be properly executed, acknowledged and filed with the final plat, following consultation with the Town and insertion of any amendments reasonably required. Such covenants shall not conflict with the existing or proposed zone district minimum or maximum dimensional or use standards, or the Crested Butte Design Guidelines.”*

**Response:** The protective covenants, conditions and restrictions (CCRs) for the six (6) single-family lots (T1-6) contained within the Applicant Retained Land are provided as **Attachment 8**.

(11) *“Two (2) copies of the draft conservation easements or other documents acceptable to the Town, permanently preserving open land for the proposed number of units as set forth in Article 9 of this Chapter.”*

**Response:** Conservation and environmental covenants for Town Parcels TP6A and TP7 are contained in **Attachment 9**; and the TP6-B **Boater Access Easement Agreement that includes a right-to-float provision** is included as **Attachment 10**.

Town Parcels TP2, TP3 and TP4 are subject to Environmental Covenants held by the Colorado Department of Public Health and Environment **These Environmental Covenant will be recorded as part of the Annexation process.**

(12) *“Upon request of the Town, the final plan application shall include an unexecuted warranty deed conveying to the Town all lands dedicated to the Town, other than streets, alleys and rights-of-way as shown on the final plat.”*

**Response:** Upon recordation of the Slate River Major Subdivision Final Plat and associated documents, Cypress Foothills, LP will execute and convey to the Town of Crested Butte warranty deeds for Town Parcels: TP1, TP2, TP3, TP4, TP5, TP6A, TP6B, TP7, TP8 and TP9. The sixty (60) feet wide public rights-of-way for Pyramid Avenue and Eighth Street extension will be dedicated to the Town as identified on the Final Plat. The private road and alley within the Applicant Retained Land Tract will be private and maintained by the 6-lot Slate River Homeowners’ Association.

(13) *“A subdivision improvements agreement in the form substantially as set forth in Appendix J attached to this Code.”*

**Response:** The Town of Crested Butte and Cypress Foothills, LP entered into a Development Improvements Agreement for the Aperture Subdivision that includes the West Remainder Parcel which is now being annexed and subdivided as the Slate River Major Subdivision. The Improvements Agreement was recorded on August 31, 2017 at Reception No. 648730. The Subdivision Improvements Agreement (SIA) for the 6-lot Applicant Retained Land Tract will be included in the staff report as part of the public review.

(14) *“Financial security for public improvements to be built by the subdivider as required in Subsection 17-5-80(c) below.”*

**Response:** Refer to the Aperture Subdivision Improvements Agreement (SIA). Any financial security that may be required for the Applicant Retained Land development would be specified in an agreement that would be included as part of the staff report for public review.

(15) *“A statement that the subdivider covenants that all information presented for the final plan is accurate and acknowledging that the Town is being asked to make a decision to approve or disapprove the proposed subdivision based on the information presented to it by the subdivider.”*

**Response:** Cypress Foothills, LP, owner/applicant, acknowledges and attests to the best of its knowledge, the information, documents, agreements, covenants and plats are complete and accurate.

(16) *“Any other documents, certificates or information reasonably deemed necessary by the Planning Commission.”*

**Response:** Applicant has provided the necessary information in general accordance with the applicable Code requirements. No other documents, certificates or necessary information has been requested by the Planning Commission at this time.

## **6.0 Text and Map Amendment Submittal Requirements, Sec. 16-23-30**

In accordance with Code Section 16-23-30 Application (a), *“Any application for an amendment of this Chapter shall contain the following information;”* the Code requirements are shown in *italics*, followed by the applicant response:

(1) *“A legal description of any land to be rezoned, together with a diagram drawn to scale showing the boundaries of the area requested to be rezoned.”*

**Response:** This application includes a text amendment to Chapter 16, Article 4 Residential Districts of the Code. The request is to adopt a new Division 12, R1F Residential District with the zoning standards as set forth in **Attachment 11**. A legal description of the land to be zoned is shown on the Final Subdivision Plat included as **Attachment 4**; and the proposed map amendment to the Town Zoning Map is provided as **Attachment 2**.

(2) *“A statement of the present zoning and the requested new zoning.”*

**Response:** The Applicant Retained Land, a 1.46 acre parcel, is proposed to be annexed to the Town of Crested Butte as part of the Slate River Subdivision. The land is currently located within unincorporated Gunnison County with no specific zoning designation.

(3) *“A statement of justification for such action, including facts concerning any change of conditions, an error in the original zoning or the unusual or peculiar suitability of a lot to a certain use.”*

**Response:** Annexation requires Town Council to adopt an ordinance that zones the property. Unlike the typical Blocks and Lots within the historic Town-grid, the Applicant Retained Land within the proposed Slate River Subdivision is an irregularly-shaped parcel that lies between two environmentally sensitive areas, the Slate River riparian area to the east and non-jurisdictional wetland to west. The lot design keeps building envelopes on the same north/south and east/west axis as the rest of the Town grid. This text amendment to the Code is directed at addressing the certain site-specific considerations and allowing residential development to conform within this specific neighborhood context but keeps with the building alignment of the Town grid.

(4) *“A description of the land and uses thereof within two hundred (200) feet of the boundary lines of the proposed area of change in all directions; and*

**Response:** The lands to the north and to the east of the Applicant Retained Land are to remain within unincorporated Gunnison County. The adjoining lands to the north are undeveloped and being used as natural open space; and the parcel on the east side of the Slate River has been subdivided into single-family lots for residential use. To the south are “remnant” lands (TP8 and TP9) that will be annexed and zoned P-Public for use as open space adjacent to Pyramid Avenue. The Public Works facility is located further to the south and east of Eighth Street within Town limits; a potential public and/or community facility (TP2) south of Pyramid Avenue west of Eighth Street is to be annexed and zoned P-Public. There are two parcels located west of the Applicant Retained Land to be annexed and zoned P-Public. The adjoining parcel (TP7) to the west will be maintained as a wetland area and open space; and the parcel (TP1) further to the west is proposed as a potential site on which to relocate the fire station and emergency services facility.

(5) *“A statement as to the effect that the new zoning or changes would have on adjacent areas or uses.”*

**Response:** The proposed R1F Residential zoning is consistent with terms of the Pre-Annexation Agreements. The subdivision and zoning allows for the development of six (6) single-family homes that would be compatible with the existing and/or future land uses on the adjacent parcels.

(b) *“Any application to create or amend the zoning of a parcel of land containing more than fifty thousand (50,000) square feet of land shall be subject to the requirements set forth in Chapter 17 of this Code and reviewed for approval as a subdivision under said regulations.”*

**Response:** This text amendment to the Code is a component of the Annexation and Slate River Major Subdivision application that includes a total of 14.1 acres. The proposed Code amendment specifically pertains to the Applicant Retained Land which contains 1.46 acres (63,597.6 square feet) and proposed to be zoned R1F. The Slate River Subdivision application complies with the Chapter 17 Subdivision and it is being reviewed in accordance those regulations.

## 7.0 Standards for Zoning and Rezoning, Sec. 16-23-90

(a) *“No application for initial zoning or rezoning shall be approved unless it is demonstrated to the Town Council that it complies with the following standards.”* The Code standards are shown in *italics*, followed by the application response:

(1) *“The proposed zoning classification promotes the health, safety and welfare of the inhabitants of the Town and promotes the purposes of this Code.”*

**Response:** The 14.16 acre parcel is to be annexed, subdivided and zoned: Public (P), R4 Residential (R4) and R1F Residential (R1F). The zoning of the property promotes the health, safety and welfare of Town by providing lands for public facilities such as a fire station, emergency services and/or medical clinic, public open space, wetland/riparian preservation and affordable, deed-restricted housing. The zoning classifications promote the purpose and intent of providing benefits to the citizens of Town as set forth in Sec. 16-1-10 of the Code.

(2) *“At least one (1) of the following factors exists:*

- a. The proposed zoning classification is consistent with the goals and policies of the Town's Land Use Plan;*
- b. There has been a substantial and material change in the character of the neighborhood or in the Town generally such that the proposed rezoning would be in the public interest and would be consistent with the change in character; or*
- c. The property to be rezoned was previously zoned in error.”*

**Response:** The zoning districts and land uses proposed within the Slate River Major Subdivision, as per factor (2)b. above, are in accordance with the goals and policies of the Town Land Use Plan.

(3) *“Each of the following criteria is satisfied:*

- a. The proposed use of the rezoned or zoned property is compatible with the surrounding uses; or*
- b. In the case of proposed redevelopment of property, the proposal for the use of the rezoned or zoned property is an improvement to the neighborhood and to the Town.”*

**Response:** The property is to be annexed, subdivided and zoned in accordance with criterion (3)a. Proposed public, residential and open space land uses are compatible with the existing surrounding land uses: low density residential across Gothic Road to the west, undeveloped land to the north and single-family residential on the east side of the Slate River in unincorporated Gunnison County; and the Town Public Works facility, single and multi-family residential and mixed-use commercial to the south within the existing Town-limits.

(b) *“The requirements of Subparagraph (a)(2)b. above shall not apply to any initial zoning of property that is either within or annexed to the Town.”*

**Response:** The 14.16 acre property, Slate River Major Subdivision, is to be annexed to the Town of Crested Butte; therefore Subparagraph (a)(2)b. is not applicable.

(c) *“The Town Council may impose reasonable conditions upon the future use of the rezoned or zoned property to ensure conformance with the standards of this Article.”*

**Response:** Town Council and Cypress Foothills, LP have entered into a series of Annexation and other agreements that contain reasonable conditions concerning zoning and proposed use of the property. All proposed buildings and structures will be reviewed by BOZAR.

## **8.0 Summary.**

The Slate River Annexation and Major Subdivision Final Plan application addresses all of the applicable Code requirements: Chapter 15, Article 1 Annexation; Chapter 16, Article 5 Major Subdivisions; and Chapter 16, Article 23 Amendments.

### **Attachments:**

- 1-Annexation Map
- 2-Proposed Zoning Map
- 3-Vicinity Map/Illustrative Master Plan
- 4-Slate River Major Subdivision Final Plat
- 5-Agreements Between Town of Crested Butte and Cypress Foothills, LP
- 6-Applicant Retained Land Plans and Construction Drawings
- 7-Landscape Plan
- 8-Protective Covenants-Applicant Retained Land
- 9-Conservation/Environmental Covenants-TP6A and TP7
- 10-Boater Access Easement Agreement-TP6B
- 11-Residential R1F Zoning Requirements

**Attachment 1**

**1-Annexation Map**



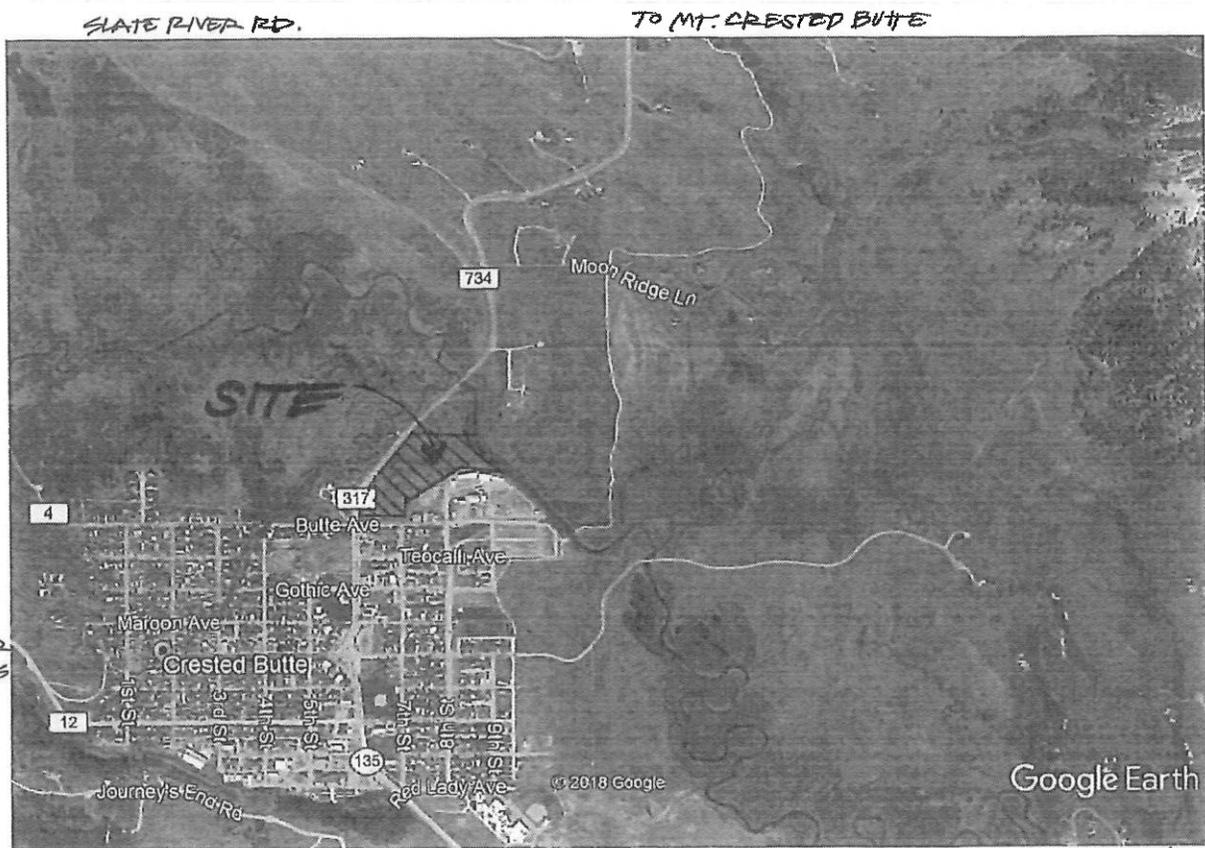
## **Attachment 2**

### **2-Proposed Zoning Map**



## **Attachment 3**

### **3-Vicinity Map/Illustrative Master Plan**



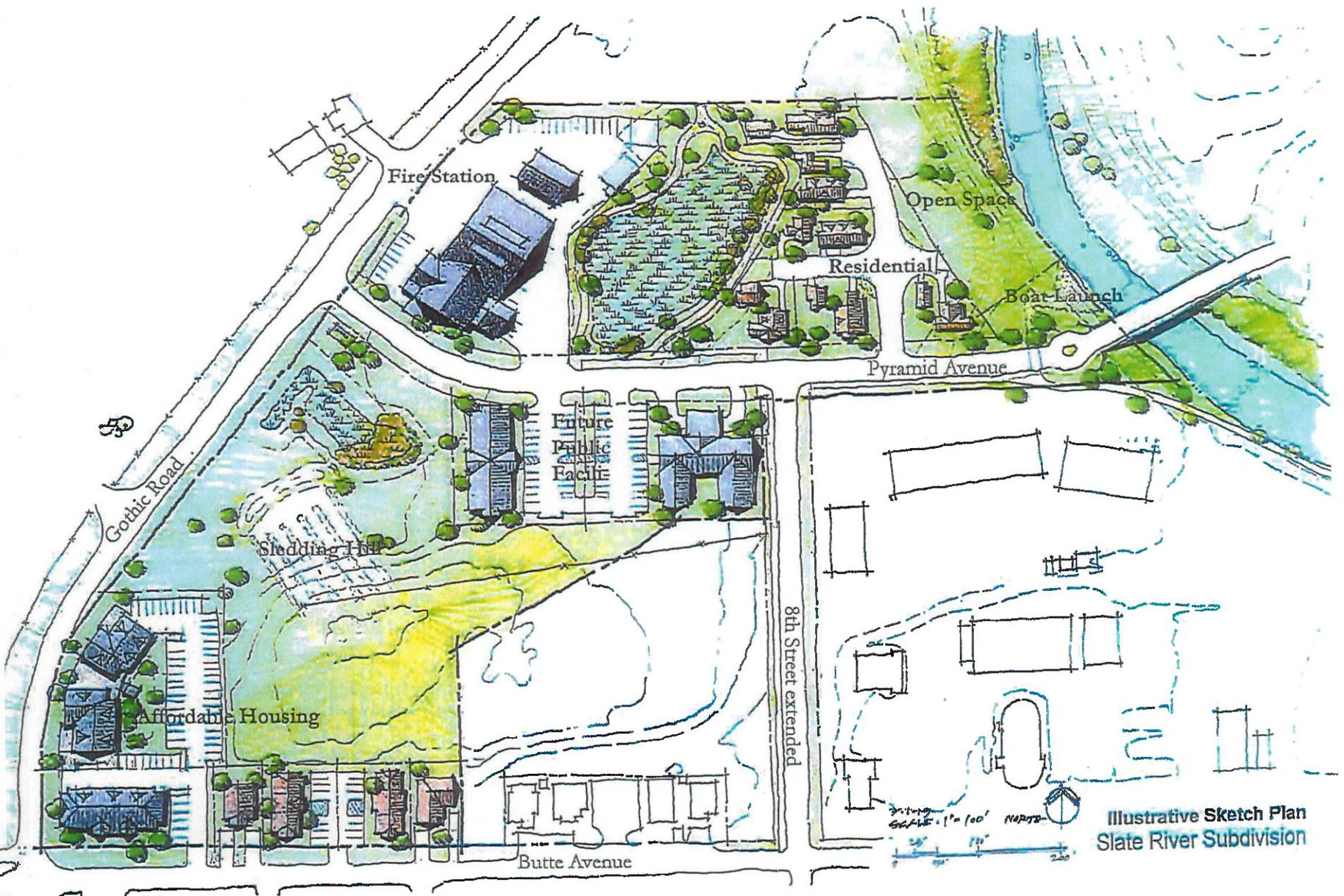
Google Earth



Vicinity/Context Map

### 3-Vicinity Map

3-Illustrative Master Plan



Illustrative Sketch Plan  
Slate River Subdivision

**Attachment 4**

4-Final Major Subdivision Plat

**Parcel Description**  
 THE SLATE RIVER SUBDIVISION, A REPLAT OF THE WEST REMAINDER PARCEL ACCORDING TO THE PLAT OF APERTURE, GUNNSON COUNTY RECORDS AT REC. NO. 648056, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH P.M., GUNNSON COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF SECTION 35 TO BEAM SOUTH 89°44'53" EAST, A DISTANCE OF 2650.61 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO:  
 COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH P.M.; THENCE ALONG THE SOUTH LINE OF SECTION 35 SOUTH 89°44'53" EAST A DISTANCE OF 130.17 FEET TO THE SOUTHWEST CORNER OF THE WEST REMAINDER PARCEL, AND THE TRUE POINT OF BEGINNING; THENCE NORTH 05°02'00" EAST, A DISTANCE OF 117.71 FEET; THENCE 355.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 441.25 FEET, AN INCLUDED ANGLE OF 2°07'57" WEST; THENCE NORTH 47°11'16" EAST, A DISTANCE OF 116.48 FEET; THENCE SOUTH 89°01'00" EAST, A DISTANCE OF 547.24 FEET; THENCE SOUTH 19°37'54" EAST, A DISTANCE OF 77.23 FEET; THENCE SOUTH 31°49'10" EAST, A DISTANCE OF 176.03 FEET; THENCE SOUTH 30°17'42" EAST, A DISTANCE OF 69.07 FEET; THENCE SOUTH 30°17'42" EAST, A DISTANCE OF 41.49 FEET; THENCE SOUTH 61°38'53" EAST, A DISTANCE OF 17.44 FEET; THENCE SOUTH 51°58'53" EAST, A DISTANCE OF 23.23 FEET; THENCE SOUTH 41°07'25" EAST, A DISTANCE OF 87.25 FEET; THENCE SOUTH 65°35'00" EAST, A DISTANCE OF 53.04 FEET; THENCE SOUTH 81°55'55" WEST, A DISTANCE OF 31.80 FEET; THENCE NORTH 78°51'14" WEST, A DISTANCE OF 381.91 FEET; THENCE SOUTH 61°58'55" WEST, A DISTANCE OF 620.86 FEET; THENCE SOUTH 05°07'13" WEST, A DISTANCE OF 228.55 FEET; THENCE NORTH 89°02'47" WEST, A DISTANCE OF 495.56 FEET; THENCE SOUTH 02°07'17" WEST, A DISTANCE OF 15.18 FEET TO A POINT ON THE SOUTH LINE OF SECTION 35; THENCE ALONG THE SOUTH LINE OF SECTION 35 NORTH 89°44'53" WEST, A DISTANCE OF 17.52 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL AS DESCRIBED ABOVE CONTAINS 616.663 SQ. FT. OR 14.15 ACRES, MORE OR LESS IN GUNNSON COUNTY, COLORADO, UNDER THE NAME OF SLATE RIVER MAJOR SUBDIVISION, HAVE LAIN OUT, PLATED AND SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT AND DO HEREBY PERMANENTLY DEDICATE AND CONVEY TO THE PUBLIC OWNERS OF LOTS, TRACTS OR PARCELS WITHIN THIS SUBDIVISION AND THEIR SUCCESSORS, BUT NOT TO THE PUBLIC AT LARGE, THE CONVEYANCE OF THE STREETS, ALLEYS, ROADS AND OTHER AREAS AS SHOWN HEREON, AND HEREBY PERMANENTLY DEDICATE TO USE FOR THE PURPOSES OF LAND LABELED AS EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITY LINES.

**Attorney's Opinion:** TO BE REVIEWED BY TOWN OF CRESTED BUTTE ATTORNEY  
 I, MARCUS J. LOCK, AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE IN THE STATE OF COLORADO, HEREBY CERTIFY THAT I HAVE EXAMINED TITLE TO ALL LANDS HEREIN DEDICATED AND SUBDIVIDED, SUCH AS SHOWN ON THIS PLAT AND IN CROSS FOOTNOTES, IF A TEXAS LIMITED PARTNERSHIP, AND IS FREE AND CLEAR OF ALL LIENS, DEFECTS, ENCUMBRANCES, RESTRICTIONS AND RESERVATIONS EXCEPT AS FOLLOWS:

- THE STATUTORY EXCEPTIONS SET FORTH IN C.R.S. § 38-30-116(2)(A).
- TERMS, CONDITIONS, PROVISIONS, BURDENS, AGREEMENTS, RESTRICTIONS AND OBLIGATIONS AS SET FORTH AND GRANTED IN ANNEXATION AGREEMENT RECORDED IN THE REAL PROPERTY RECORDS AT RECEPTION NUMBER \_\_\_\_\_.
- BOUNDARY ADDRESS EASEMENT AGREEMENT RECORDED IN THE REAL PROPERTY RECORDS OF GUNNSON COUNTY, COLORADO AT RECEPTION NUMBER \_\_\_\_\_.
- ENVIRONMENTAL COVENANTS RECORDED IN THE REAL PROPERTY RECORDS OF GUNNSON COUNTY, COLORADO JULY 12, 2006 UNDER RECEPTION NO. 566803.
- RIGHT OF THE PROPRIETOR OF A VEN OR LOBE TO EXTRACT AND REMOVE HIS ORE THEREFROM, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTS RECORDED NOVEMBER 30, 1985 IN BOOK 42 AT PAGE 309 AND APRIL 15, 1986 IN BOOK 44 AT PAGE 314.
- TERMS, CONDITIONS, RESERVATIONS AND AGREEMENTS REGARDING THE RIGHT OF THE PARTIES TO CONDUCT UTILITIES REASONABLY NECESSARY TO CONVEY WATER AS CONTAINED IN THE FINAL PARTITION OF PROPERTY RECORDED JUNE 28, 1978 IN BOOK 758 AT PAGE 474.
- TERMS, CONDITIONS, RESTRICTIONS AND AGREEMENTS AS CONTAINED IN WARRANTY DEED RECORDED AUGUST 19, 2018 IN BOOK 518 AT PAGE 463.
- THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CRESTED BUTTE FIRE PROTECTION DISTRICT, AS ENVIAGED BY INDENTURES RECORDED JULY 19, 1985, IN BOOK 758 AT PAGE 589 AND RECORDED JUNE 13, 1995 IN BOOK 758 AT PAGE 654.
- RIGHT OF WAY EASEMENT, 20 FEET IN WIDTH, AS GRANTED TO ATOMS ENERGY IN INSTRUMENT RECORDED AUGUST 29, 2018 UNDER RECEPTION NO. 648730.
- TERMS, CONDITIONS, RESTRICTIONS AND AGREEMENTS AS CONTAINED IN ROAD RESTRICTION AGREEMENT RECORDED JULY 12, 2006 UNDER RECEPTION NO. 566803.
- TERMS, CONDITIONS, RESTRICTIONS AND AGREEMENTS AS CONTAINED IN ROAD RESTRICTION AGREEMENT RECORDED JULY 12, 2006 UNDER RECEPTION NO. 566803.
- RIGHT OF WAY EASEMENT AS GRANTED TO GUNNSON COUNTY ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED APRIL 26, 2007 UNDER RECEPTION NO. 574936.
- RIGHT OF WAY EASEMENT AS GRANTED TO BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNSON, COLORADO IN INSTRUMENT RECORDED APRIL 26, 2007 UNDER RECEPTION NO. 574957.
- CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ALTA/ACSM SURVEY FOOTNOTES AT CRESTED BUTTE RECORDED SEPTEMBER 19, 2014 UNDER RECEPTION NO. 628973.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, AGREEMENTS, RESTRICTIONS AND OBLIGATIONS AS SET FORTH AND GRANTED IN PRE-ANNEXATION AGREEMENT RECORDED MARCH 14, 2016 UNDER RECEPTION NO. 638989 AND IN AMENDMENT THERETO RECORDED DECEMBER 13, 2016 UNDER RECEPTION NO. 643839 AND THE SECOND AMENDMENT TO PRE-ANNEXATION AGREEMENT RECORDED OCTOBER 10, 2018 UNDER RECEPTION NO. 656577.
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOARD OF COUNTY COMMISSIONERS OF GUNNSON COUNTY, RESOLUTION NO. 2016-33 RECORDED AUGUST 17, 2016 UNDER RECEPTION NO. 641241.
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOARD OF COUNTY COMMISSIONERS OF GUNNSON COUNTY RESOLUTION NO. 17-25 RECORDED AUGUST 1, 2017 UNDER RECEPTION NO. 658048.
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS, NOTES AND OTHER MATTERS IDENTIFIED ON THE PLAT OF APERTURE RECORDED AUGUST 01, 2017 UNDER RECEPTION NO. 648057 AND AS SET FORTH HEREON.
- TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, RESTRICTIONS BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT IMPROVEMENTS AGREEMENT FOR SLATE RIVER DEVELOPMENT RECORDED AUGUST 31, 2017 UNDER RECEPTION NO. 648730.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WATER EASEMENT AGREEMENT RECORDED AUGUST 31, 2017 UNDER RECEPTION NO. 648730.
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT IMPROVEMENTS AGREEMENT FOR SLATE RIVER DEVELOPMENT RECORDED AUGUST 31, 2017 UNDER RECEPTION NO. 648730.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN LANDSCAPE MAINTENANCE, LICENSE AND EASEMENT AGREEMENT RECORDED NOVEMBER 08, 2018 UNDER RECEPTION NO. 657208.
- ANY RIGHTS, INTERESTS, RIGHTS, ENCUMBRANCES, DEFECTS, FRODOACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, ADVERSE CIRCUMSTANCES, INTERESTS OR CLAIMS THEREOF OR CLAIMS OF PUBLIC RIGHTS OR PUBLIC INTERESTS IN THE SUBJECT PROPERTY.
- ANY RIGHT, TITLE AND INTEREST OF THE UNITED STATES, STATE OF COLORADO, OR FEDERAL PUBLIC IN THE WATER OF THE SLATE RIVER TRAVERSING A PORTION OF THE SUBJECT PROPERTY.
- DEED OF TRUST TO MORTGAGE BANK RECORDED AUGUST 21, 2019 UNDER RECEPTION NO. 656531.
- LOAN MODIFICATION AGREEMENT RECORDED IN THE REAL PROPERTY RECORDS OF GUNNSON COUNTY, COLORADO ON AUGUST 30, 2018 AT RECEPTION NUMBER 662030.

NOTE: TOWN PARCELS ONE THROUGH SEVEN ALSO WILL BE SUBJECT TO THE RESTRICTIONS, RESERVATIONS, OBLIGATIONS, AND OTHER CONDITIONS AND COVENANTS SET FORTH IN CONTINGENT DEED FROM CROSS FOOTNOTES PERTAINING TO THE TOWN OF CRESTED BUTTE, COLORADO HOME RULE MUNICIPALITY RECORDED IN THE REAL PROPERTY RECORDS OF GUNNSON COUNTY COLORADO AT RECEPTION NUMBER \_\_\_\_\_.

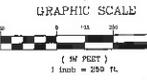
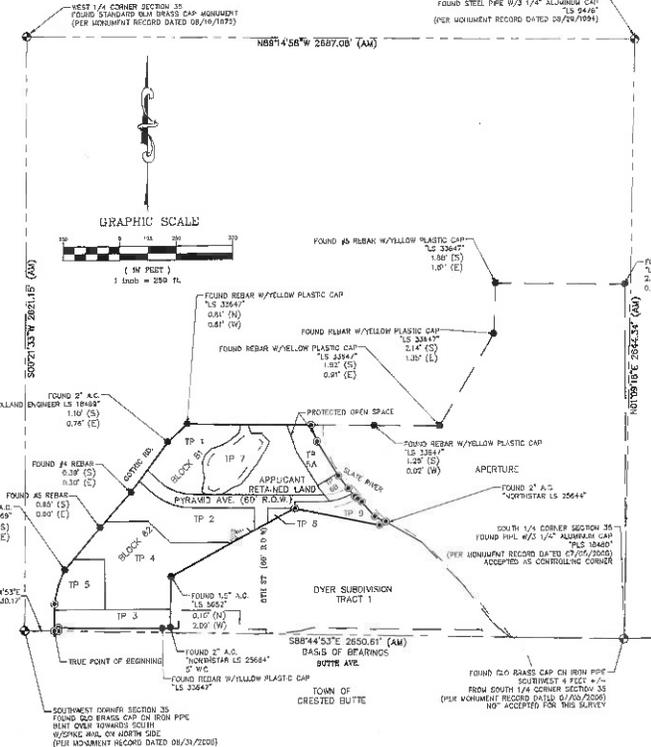
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

MARCUS J. LOCK, ATTORNEY-AT-LAW

# FINAL PLAT OF SLATE RIVER MAJOR SUBDIVISION

BLOCKS B1 & B2, SLATE RIVER MAJOR SUBDIVISION,  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH,  
 RANGE 86 WEST OF THE 6TH P.M.,  
 COUNTY OF GUNNSON, STATE OF COLORADO  
 SHEET 1 OF 3

TOTAL AREA - 616,663 SQ FT, OR 14.15 ACRES, MORE OR LESS



**Approval by Town Council**  
 THIS WRITEN PLAT OF SLATE RIVER MAJOR SUBDIVISION IS APPROVED FOR FILING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THE DESIGNATION OF THE PUBLIC WAYS AND PUBLIC LANDS INCLUDING PARKS AND MUNICIPAL LANDS SHOWN HEREON ARE ACCEPTED BY THE TOWN OF CRESTED BUTTE, COLORADO, SUBJECT TO THE CONDITION THAT THE TOWN SHALL UNDERTAKE THE MAINTENANCE OF SAID PUBLIC WAYS AND PUBLIC LANDS ONLY AFTER CONSTRUCTION OF THE PUBLIC WAYS AND PUBLIC LANDS HAS BEEN SATISFACTORILY COMPLETED TO THE TOWN'S SPECIFICATIONS BY THE SUBDIVIDER, AND A RESOLUTION OF THE CRESTED BUTTE COUNCIL ACCEPTING THE SAME HAS BEEN ADOPTED AND PLACED OF RECORD.

TOWN OF CRESTED BUTTE

BY: \_\_\_\_\_ APPROVED: \_\_\_\_\_  
 JAMES A. SCHMIDT, MAYOR MICHAEL YERMAN, COMMUNITY DEVELOPMENT DIRECTOR

ATTEST: \_\_\_\_\_  
 LYNELLE STAFFORD, TOWN CLERK

**Planning Commission Approval**  
 THE PLANNING COMMISSION OF THE TOWN OF CRESTED BUTTE, COLORADO, DOES HEREBY APPROVE AND APPROVE THE FINAL PLAT AND FINAL PLAT FOR THE ABOVE SUBDIVISION AT A MEETING OF THE PLANNING COMMISSION HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CRESTED BUTTE PLANNING COMMISSION

BY: \_\_\_\_\_  
 JAMES A. SCHMIDT, CHAIRMAN

**Title Company Certificate**  
 TITLE COMPANY, DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS AS SHOWN HEREON, AND TITLE TO EACH LOTS IS IN THE REGULATOR FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATE OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

AGENT \_\_\_\_\_

**Notarial**  
 STATE OF COLORADO }  
 COUNTY OF GUNNSON } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY (PRINTED NAME OF OWNER) (P) BY NATURAL PERSON, INSERT NAME, P BY PERSON ACTING IN A REPRESENTATIVE OFFICIAL CAPACITY. ADDITION, THE TOWN IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE LEASEMENT OVER, UNDER, AND THROUGH THE ROAD RIGHTS OF WAY AT THE LOCATIONS SHOWN HEREON FOR ACCESS TO, AND OPERATION, MAINTENANCE, REPAIR, AND REFRACMENT OF, WATER AND SEWER UTILITIES AND RELATED INFRASTRUCTURE WITHIN SAID ROAD RIGHTS OF WAY.

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

**Land Surveyor's Certificate**  
 I, JOHN B. CUYTON, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT AND SURVEY OF SLATE RIVER MAJOR SUBDIVISION WAS MADE BY ME AND UNDER MY SUPERVISION AND THAT BOTH ACCURATE TO THE BEST OF MY KNOWLEDGE, SKILL AND CARE AND BRASS CAP MONUMENTS WERE SET AS REQUIRED AT ALL BOUNDARY CORNERS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

SIGNATURE: \_\_\_\_\_

COLORADO REGISTRATION NUMBER: 164006 (SEAL)

**Recodation of Protective Covenants**  
 PROTECTIVE AND/OR ENVIRONMENTAL COVENANTS FOR EACH OF THE TOWN PARCELS (TP1-TP9) AND THE APPLICANT RELATED LAND WITHIN THE SLATE RIVER SUBDIVISION ARE TO BE RECORDED SEPARATELY IN THE OFFICE OF THE GUNNSON COUNTY CLERK.

**Gunnsion County Clerk and Recorder's Acceptance**  
 THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNSON COUNTY, COLORADO, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

RECEIVED NUMBER: \_\_\_\_\_ TIME: \_\_\_\_\_

WORKING COPY ONLY. ONLY FINAL VERSION WILL HAVE STAMP AND SIGNATURE

GUNNSON COUNTY CLERK

- Notes**
- OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER GUNNSON040, DATED 04/25/2018 AT P.M., HAS INDICALLY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREIN IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
  - ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS MAP WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT SHALL ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
  - THIS SURVEY IS VALID ONLY IF PRINTED HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
  - BASES OF BEARINGS: GPS DERIVED BEARING OF S89°44'53"E ALONG THE SOUTH LINE OF SECTION 35, BETWEEN A FOUND OLD BRASS CAP ON IRON PIPE AT THE SOUTHWEST CORNER OF SECTION 35 AND A FOUND PIPE WITH A 3" I.D. ALUMINUM CAP STAMPED "S. 18480" AT THE SOUTH 1/4 CORNER OF SECTION 35, AS SHOWN HEREON, COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
  - ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OF ACCESSORY, COMMISSION A CLASS 2ND (2) HEREINAFTER PURSUANT TO STATE STATUTE C.R.S. SEC 18-44-508.
  - THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
  - DATES OF FIELD WORK: 12/09/2017-12/27/2017 (J. HANNAHOE)
  - THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION CONCERNING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
  - CONFINEMENT OF DOMESTIC ANIMALS: ALL DOGS AND CATS SHALL BE CONFINED BY KENNELING, LEASHING, FENCING OR OTHER PHYSICAL CONSTRAINT AT ALL TIMES. THIS RESTRICTION MAY BE ENFORCED BY GUNNSON COUNTY AT THE DISCRETION OF THE OWNER.
  - COLORADO'S FENCE DUTY REQUIREMENTS: A PROPERTY OWNER IS REQUIRED TO CONSTRUCT AND MAINTAIN FENCING IN ORDER TO KEEP LIVESTOCK OFF HIS/HER PROPERTY.
  - IRRIGATION DITCH MAINTENANCE: AN IRRIGATION DITCH OWNER HAS THE RIGHT TO ENTER THE DESIGNATED IRRIGATION DITCH MAINTENANCE EASEMENT, MAINTAIN THE DITCH, AND MAY LEAVE NATURAL DEBRIS ON THE BANK.
  - WATER AND SEWER EASEMENTS AT THE LOCATIONS SHOWN HEREON ARE HEREBY GRANTED TO THE TOWN OF CRESTED BUTTE, IN PERPETUITY, FOR ACCESS TO, AND OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF, WATER AND SEWER UTILITIES AND RELATED INFRASTRUCTURE. SUCH EASEMENTS ARE NONEXCLUSIVE IN OVER, UNDER, AND THROUGH THE ROAD RIGHTS OF WAY AT THE LOCATIONS SHOWN HEREON FOR ACCESS TO, AND OPERATION, MAINTENANCE, REPAIR, AND REFRACMENT OF, WATER AND SEWER UTILITIES AND RELATED INFRASTRUCTURE LOCATED WITHIN SAID ROAD RIGHTS OF WAY.

4-Final Major Subdivision Plat

DATE \_\_\_\_\_

REVISION \_\_\_\_\_

SLATE RIVER MAJOR SUBDIVISION

**Flairsons, Inc.**  
 Surveying, Engineering & Geomatics  
 808 SOUTH AVE. STE. 100  
 FORT COLLINS, CO 80502  
 PHONE: (970) 226-1000  
 FAX: (970) 226-1001  
 CELL: (970) 226-1002  
 MOBILE: (970) 226-1003  
 EMAIL: INFO@FLAIRSONS.COM  
 WWW.FLAIRSONS.COM

**DRAFT**  
 WORKING COPY ONLY  
 NOT FOR RECORDING

FOR NUMBER: \_\_\_\_\_  
 DATE: 03-05-2020  
 DRAWN BY: \_\_\_\_\_  
 M. PERSEAL MUNKHNER  
 CHECKED BY: \_\_\_\_\_  
 BOL/JAZZ

SHEET 1 OF 2





## **Attachment 5**

### **5-List of Agreements**

Between Town of Crested Butte and Cypress Foothills, LP

**EXHIBIT A****Existing Agreements Between the Town of Crested Butte and Cypress Foothills, LP**

1. Pre-annexation agreement recorded March 14, 2016 in the real property records of Gunnison County, Colorado at reception number 638399, amendment to pre-annexation agreement recorded December 13, 2016 at reception number 643828 in the real property records of Gunnison County, Colorado, and second amendment to pre-annexation agreement, recorded October 10, 2018 at reception number 656557.
2. Water and Sewer Easement between Cypress Foothills, LP and the Town of Crested Butte, Colorado, as recorded on August 31, 2017, at reception number 648729.
3. Development Improvements Agreement between Cypress Foothills, LP and the Town of Crested Butte, Colorado, as recorded on August 31, 2017, at reception number 648730.
4. Declaration of Covenant recorded in the real property records of Gunnison County, Colorado at reception number 649112.
5. Water and Sewer Service Agreement recorded in the real property records of Gunnison County, Colorado at reception number 649234.
6. Landscape Maintenance, License, and Easement Agreement recorded November 9, 2018 at reception number 657206.
7. Easement Agreement for Cemetery Water Line, recorded November 9, 2018 at reception number 657207.
8. Aperture Plat, recorded August 1, 2017 at reception number 648057.
9. Environmental Covenants for TP2, TP3, and TP4 (To Be Recorded)
10. No Action Determination (Forthcoming).
11. License Agreement, dated May 1, 2107 (Unrecorded) (No longer relevant)
12. Boater Access Easement Agreement (Forthcoming)
13. Declaration of Protective Covenants, Aperture (dated July 26, 2017), recorded August 1, 2017 at reception number 648055.

## **Attachment 6**

### **6-Applicant Retained Land Plans & Construction Drawings**

*(To be included in the staff report for public comment)*

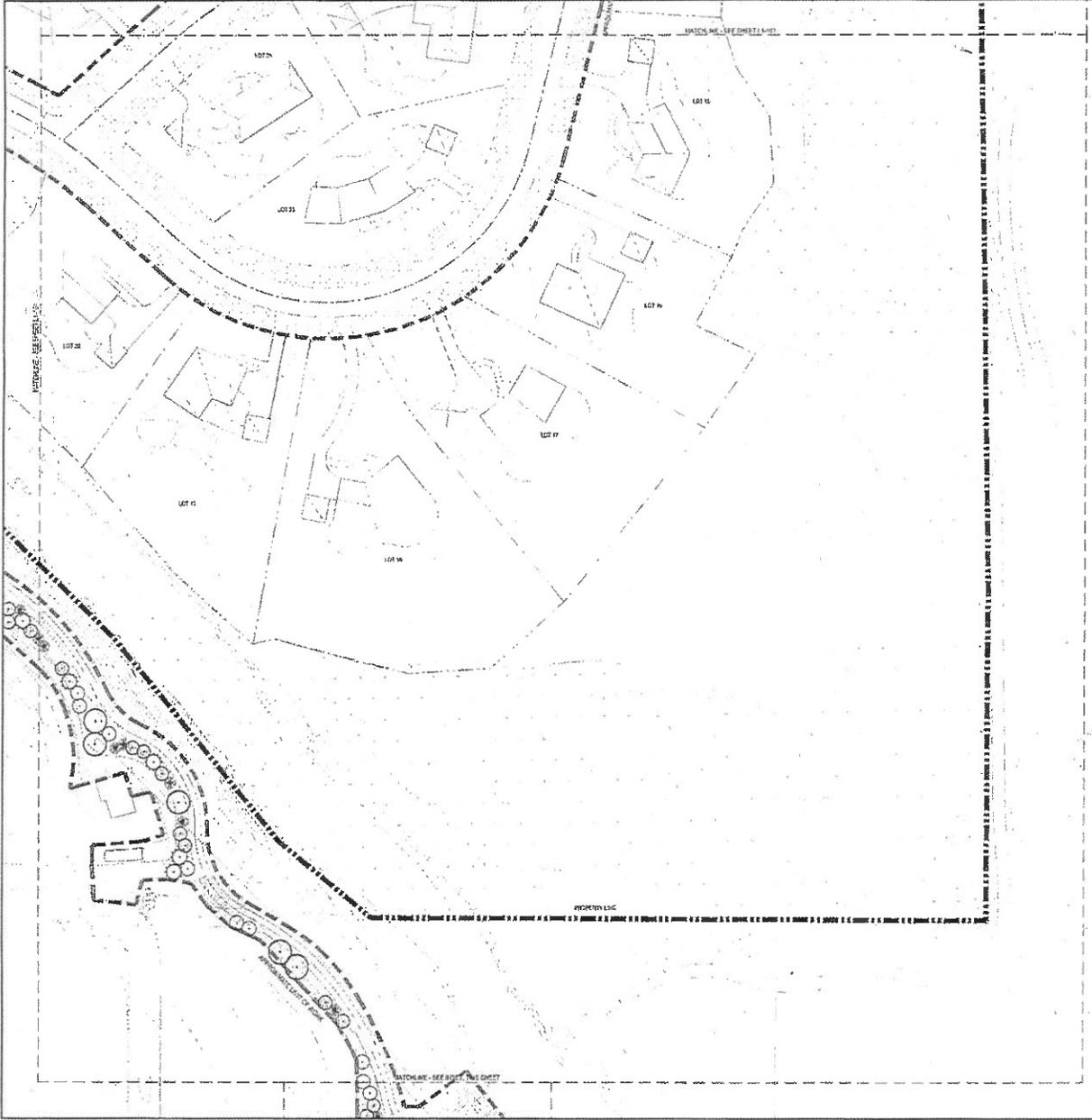


## **Attachment 7**

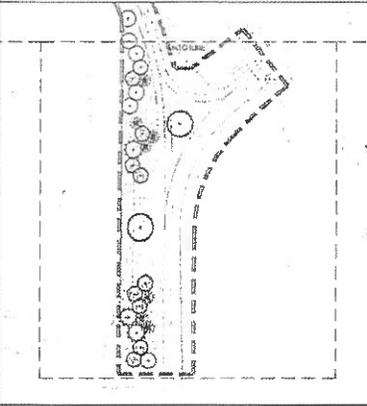
### **7-Landscape Plan**







TREE SYMBOL	TREE SPECIES	SIZE	QUANTITY	LOCATION
	Arise Incultus	7' H x 4" DBH	10	LOT 15
	Arise Incultus	7' H x 4" DBH	10	LOT 16
	Arise Incultus	7' H x 4" DBH	10	LOT 17
	Arise Incultus	7' H x 4" DBH	10	LOT 18
	Arise Incultus	7' H x 4" DBH	10	LOT 19
	Arise Incultus	7' H x 4" DBH	10	LOT 20
	Arise Incultus	7' H x 4" DBH	10	LOT 21
	Arise Incultus	7' H x 4" DBH	10	LOT 22
	Arise Incultus	7' H x 4" DBH	10	LOT 23
	Arise Incultus	7' H x 4" DBH	10	LOT 24



Client: **CYPRESS**

Project Name: **CRESTED BUTTE RESIDENTIAL**

Client: **EDSA**

Scale: 1" = 40'

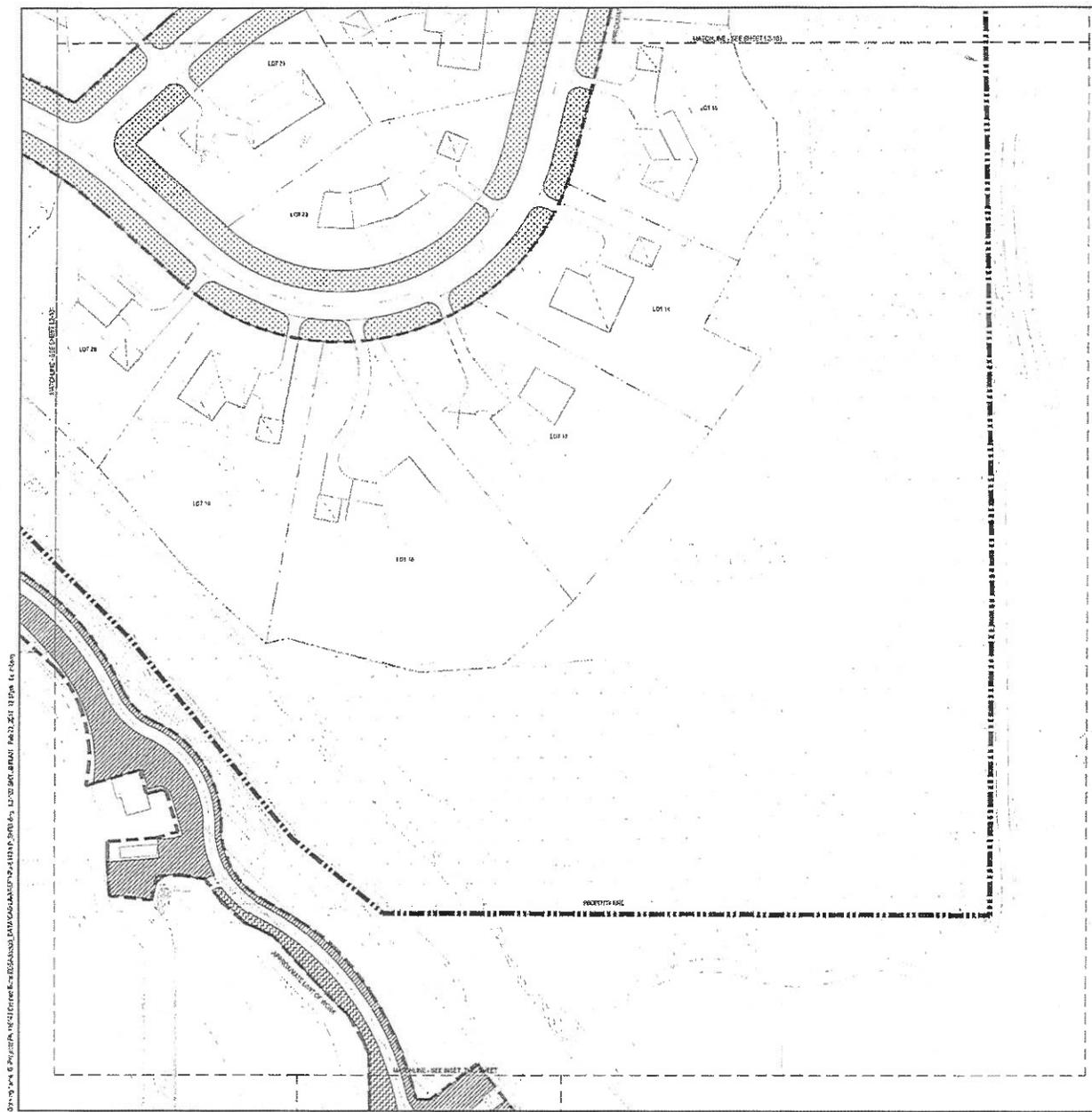
North Arrow

Project Phase: **SCHEMATIC DESIGN**

Sheet Title: **TREE PLAN**

Sheet Number: **L1-102**





### SHRUB SCHEDULE

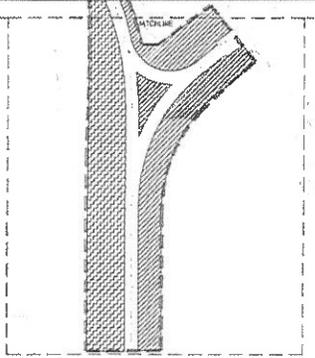
Symbol	Plant Name	Quantity	Notes
(Symbol)	Juniperus	1	1' x 1' x 1'
(Symbol)	Artemisia	1	1' x 1' x 1'
(Symbol)	Yucca	1	1' x 1' x 1'
(Symbol)	Shrub	1	1' x 1' x 1'
(Symbol)	Shrub	1	1' x 1' x 1'
(Symbol)	Shrub	1	1' x 1' x 1'
(Symbol)	Shrub	1	1' x 1' x 1'
(Symbol)	Shrub	1	1' x 1' x 1'
(Symbol)	Shrub	1	1' x 1' x 1'
(Symbol)	Shrub	1	1' x 1' x 1'

### SEED MIXES

Plant Name	Percentage
Plant A	10%
Plant B	20%
Plant C	30%
Plant D	40%
Plant E	50%

### SEED MIXES

Plant Name	Percentage
Plant A	10%
Plant B	20%
Plant C	30%
Plant D	40%
Plant E	50%



Client: **CYPRESS**

Project Name: **CRESTED BUTTE RESIDENTIAL**

EDSA

Site Map

Rev. Date Description

Date: 1/20/14  
 Designed By: A/S  
 Drawn By: S/S  
 Approved By: J/C  
 Project No: 111412  
 Scale: 1" = 40'

Project Phase: **SCHEMATIC DESIGN**

Sheet Title: **SHRUB PLAN**

Sheet Number: **L2-102**

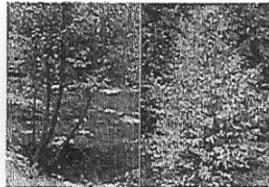
## DECIDUOUS TREES



*Alnus tenuifolia*  
Thrifted Alder



*Amelanchier x grandiflora 'Autumn Brilliance'*  
'Autumn Brilliance' Spirea



*Betula occidentalis*  
Water Birch



*Populus angustifolia*  
Narrowleaf Cuckoo



*Populus tremuloides 'Prairie Gold'*  
Patsy Gold Cuckoo

## EVERGREEN TREES



*Picea pungens*  
Colorado Spruce

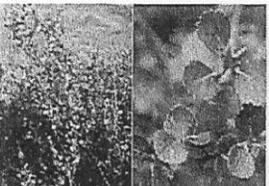


*Picea flexilis 'Vancouver's Pyramid'*  
Vancouver's Pyramid Leuk. Pine



*Pseudotsuga canadensis*  
Douglas Fir

## SHRUBS



*Cornus glandulosa*  
Red-twig Dogwood



*Rubus idifolius*  
Rocky Mountain Theatrical

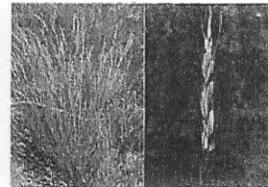


*Sambucus canadensis 'Black Beauty'*  
Black Beauty Elderberry

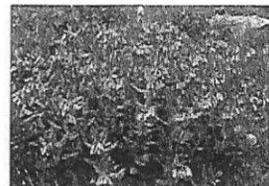
## GROUND COVERS



*Achillea x 'Coronation Gold'*  
Hybrid Yarrow



*Elymus hystericus*  
Slender Wheatgrass



*Menyanthes cefala*  
Mountain Broomrape



*Pea alpina*  
Alpine Bugloss

Client



Project Name

CRESTED BUTTE RESIDENTIAL



EDSA  
1111 14TH AVENUE, SUITE 100  
DENVER, CO 80202  
TEL: 303.733.8300  
WWW.EDSA.COM

Client Name

Site Map

Rev	Date	Description	By

Date	2/22/21
Designed By	SK
Drawn By	SK
Approved By	SK
Project No.	110142
Scale	

Sheet

Project Phase  
SCHEMATIC DESIGN

Sheet Title  
PLANT PALETTE

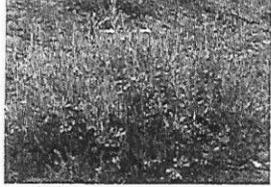
Sheet Number

L4-101

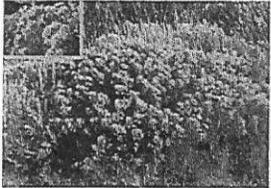
Drawings: Elymus, Nephrolepis, Carex, Pinguicula, Sedum, Saxifraga, Phlox, Ranunculus, Thalictrum, Anemone, Delphinium, Digitalis, Echinacea, Geranium, Hebe, Helleborus, Iris, Lonicera, Penstemon, Salvia, Silybum, Verbena, Yucca  
 Project: CRESTED BUTTE RESIDENTIAL, Denver, CO 80202  
 Project No.: 110142

## SEED MIX TYPE 1

### SHRUBS



*Artemisia tridentata var. tridentata*  
Mountain Big Sagebrush



*Chrysothamnus viscidiflorus*  
Yellow Rabbitbrush

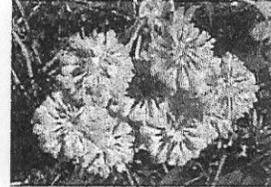
### FORBS AND PERENNIALS



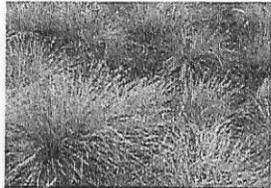
*Achillea millefolium*  
Yarrow



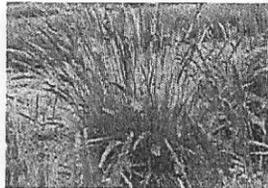
*Elymus trichocaulis*  
Sawtooth Wheatgrass



*Eriogonum suboppressum*  
Sagebrush Buckwheat



*Festuca scabrostata*  
Rusky 10 Fescue



*Koeleria macrantha*  
Junegrass



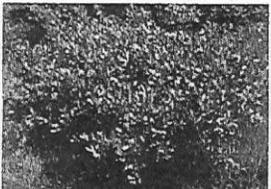
*Poa alpina*  
Alpine Bluegrass

## SEED MIX TYPE 2

### SHRUBS



*Phacelia jukei*  
Steady Chrysothamnus



*Salix monticola*  
Monticola Willow

### FORBS AND PERENNIALS



*Calamagrostis stricta*  
Sourstem Redgrass



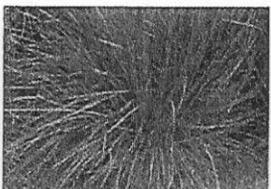
*Carex praegracilis*  
Red Sedge



*Carex utriculata*  
Beaked Sedge



*Claytonia lanceolata*  
Lanceolate Springbeauty

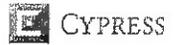


*Deschampsia cespitosa*  
Tufted Hair Grass



*Juniperus horizontalis*  
Beetle Bush

Disc 36



Page 13 of 19

CRESTED BUTTE RESIDENTIAL



EDSA  
1500 14TH AVENUE, SUITE 110  
DENVER, COLORADO 80202  
TEL: 303.733.8800  
WWW.EDSA-CO.COM

Contact Us

Site Map

Rev. Date Description Qty

Date: 1/20/2017  
Designed By: ESD  
Checked By: ESD  
Approved By: JH  
Project No: 171542  
Scale:

Scale:

Project Phase:  
SCHEMATIC DESIGN

Sheet Title:  
PLANT PALETTE

Sheet Number:

L4-102

## **Attachment 8**

**8-Protective Covenants Applicant Retained Land, Tracts 1-6**

**DECLARATION OF PROTECTIVE COVENANTS**

**SLATE RIVER SUBDIVISION**

\_\_\_\_\_, 2020

## **ARTICLE 1: Dedication**

**Section 1. Property Dedicated.** Cypress Foothills, LP, a Texas limited partnership (“Declarant”) hereby makes, declares, and establishes the following covenants, restrictions and easements which shall be binding upon and affect the real property more particularly described as:

Slate River Subdivision according to the Plat thereof filed for record the \_\_\_\_ day of \_\_\_\_\_, 2019 and bearing Reception No. \_\_\_\_\_ of the Records of Gunnison County, Colorado.

(the “Property”)

**Section 2. Dedication.** This Declaration of Protective Covenants (the “Covenants”) shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in and to the Property or any Lots, tracts, or parts thereof, their heirs, successors and assigns and their tenants, employees, guests, agents and invitees and shall inure to and be for the benefit of each Owner of the Lot within the Property. These Covenants are imposed for the benefit of all Owners and all future owners of Lots, parcels and areas located within the Property and to provide for the preservations of values of the Property and to provide and preserve the covenants, easements, restrictions, assessments, liens and all other matters set forth in the Covenants, all of which are for the benefit of the Property.

## **ARTICLE 2: Additional Definitions**

**Section 1. “Association”** Shall mean the Slate River Subdivision Homeowners Association, Inc., a Colorado nonprofit corporation.

**Section 2. “Association Documents”** shall mean these Covenants, the Articles of Incorporation and Bylaws for the Association, any amendments to these Covenants and such articles and bylaws, and the Regulations.

**Section 3. “Assessments”** shall mean such regular, annual, periodic, special, default, or delinquent assessments as levied pursuant to these Covenants by the Association.

**Section 4. “Common Area”** shall mean all portions of the Property that are not a Lot, including \_\_\_\_\_, and \_\_\_\_\_.

**Section 5. “Lot”** shall mean a tract or lot as shown on the Plat and any subsequent plat.

**Section 6. “Member”** shall mean any person holding membership in the Association.

**Section 7. “Owner”** shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot.

**Section 8. "Plat"** shall mean the Plat of Slate River Subdivision filed for record the \_\_\_\_\_ day of \_\_\_\_\_, 2019 and bearing Reception No. \_\_\_\_\_ of the Records of Gunnison County, Colorado, and as the same may be amended or revised.

### **ARTICLE 3: Association Matters**

**Section 1. Governance of Association.** The Association and the subdivision are not subject to the Colorado Common interest Ownership Act ("CCIOA") as this is a planned community with less than ten units and it is not subject to any development rights. The Association does not elect treatment under CCIOA. Any provision in these Covenants that would result in electing treatment under CCIOA shall be construed in such a manner as to not require treatment under CCIOA, and if such a construction is not possible, shall be void. The Association shall have all powers and rights that may be afforded to a homeowners' association under the Colorado law, including the Colorado Nonprofit Corporation Act, as amended, without electing treatment under CCIOA, and these Covenants, including without limitation the power, authority and right to raise and impose assessments, foreclose liens for assessments, and any other right or power that may be exercised by an Association.

**Section 2. Members.** Each Owner shall be a Member; provided, however, that each Lot shall only have one membership, vote and share of common expenses, but all persons and entities that are Owners shall have the same rights to the use and enjoyment of the Common Areas.

**Section 3. Grant of Utility Easements.** The Lots and Common Area are subject to certain easements shown on the Plat. In addition, the Association shall have the authority to give, grant, and convey a utility easement for the installation, construction and maintenance of underground utilities, water lines or infrastructure, and/or wastewater lines or infrastructure over and across any road or street easement or roadway or street designated on the Plat. The Owner of each Lot hereby authorizes and empowers the Association, as its attorney in fact, to give and grant:

- A. A utility line, water line, wastewater line, other utility infrastructure, and/or ditch easement up to 10 feet in width adjacent to the exterior boundary line of each Lot for the installation, construction and maintenance of underground utilities, water lines, wastewater lines or infrastructure, and ditches.

### **ARTICLE 4: Assessments**

**Section 1. Creation of Lien.** Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed, is deemed to covenant and agree to pay to the Association: (1) all regular assessments or charges; (2) special assessments and charges; (3) default assessments or charges; (4) late fees, returned check charges, default interest; (5) attorney's fees and costs; (6) default assessments; and (7) fines imposed against such Owner. All

of such amounts shall be fixed, established and collected as determined by the Association. All of such amounts and any other amounts that the Association is entitled to recover against an Owner under Colorado law shall be a charge and continuing lien upon the Lot against which such assessment is made or that such Owner may own, whichever may be applicable. The Association shall have a lien against each Lot to the fullest extent permitted and provided for by Colorado law. The recordation of these Covenants shall perfect the Association's lien on each Lot. The Association's lien shall be prior and superior to all other liens and encumbrances on a Lot except:

- (I) Liens and encumbrances recorded before the recordation of the declaration;
- (II) A security interest on the Lot which has priority over all other security interests on the Lot and which was recorded before the date on which the assessment sought to be enforced became delinquent, but such security interest shall still be junior in priority to the Association's lien for an amount not to exceed 6 months of regular assessments of the Association; and
- (III) Liens for real estate taxes and other governmental assessments or charges against the Lot.

**Section 2. Purpose of Assessments.** All assessments shall be levied for purposes permitted under Colorado law, including without limitation: maintenance of Common Areas, repair of Common Areas, snow removal from Common Areas, costs and expenses pertaining to the operation of the Association in the performance of its duties, legal fees, accounting fees, manager fees, and any other expense, fee, cost, obligation, debt or liability incurred by the Association upon the majority vote of the Board. Specifically, but without limitation, common expense assessments are anticipated for road maintenance, snowplowing, and the maintenance and operation of certain water and/or wastewater infrastructure.

**Section 3. Regular Assessments.** Regular Assessments shall be imposed based upon an annual budget adopted by the Association no less frequently than annually.

**Section 4. Special Assessments.** Special Assessments shall be imposed for unbudgeted or unforeseen expenses or for those matters not adequately budgeted for.

**Section 5. Default Assessments.** All fines imposed against an Owner by the Association shall be a default assessment. Any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner shall be a default assessment.

**Section 6. Nonpayment of Assessments.** Any assessment, whether regular, special or default, which is not paid within thirty days of its due date shall be deemed delinquent. All delinquent assessments shall bear interest at 18% per annum. A late charge of 10% of the delinquent amount shall be charged on all delinquent assessments. The Association shall have all powers of collection and enforcement provided and permitted by law, including without limitation the power to collect delinquent assessments through judicial foreclosure of the lien created by these Covenants, through personal judgment against such delinquent Owner, through referring an account to a collections agency, through the filing of a statement of lien against a delinquent

Owners' Lot in the Gunnison County, Colorado Clerk and Recorder's Office, and through such further actions as an association is entitled to take..

**Section 7. Liability for Assessments.** In addition to the personal obligation of each Owner of a Lot to pay all assessments and the Association's lien on a Lot for such assessments, all successors to the ownership of a Lot shall be jointly and severally liable together with the prior Owner or Owners for any and all unpaid assessments, penalties, interest, costs, charges, expenses, attorneys' fees and other amounts secured by such lien.

## **ARTICLE 5: Enforcement of Covenants**

**Section 1. Violations Deemed a Nuisance.** Every violation of these Covenants, shall be deemed to be a nuisance and is subject to all the remedies provided by law for the same, including without limitation abatement thereof.

**Section 2. Who May Enforce.** Any action for the enforcement or interpretation of these Covenants may be brought by the Association in the name of the Association and on behalf of the Owners, and by the Owner of any Lot.

**Section 2. No Waiver.** The failure of the Board, the Association, or any Owner to enforce or obtain compliance as to any violation shall not be deemed a waiver of the right to do so for any subsequent violation or the right to enforce any part of such documents.

## **ARTICLE 6: Provisions Required By The Town of Crested Butte**

**Section 1. Compliance With Town Code.** All building, development and other use of a Lot shall comply with the Plat, and the Town Code for the Town of Crested Butte, Colorado, as applicable.

**Section 2. Fencing.** The height of any fence shall not exceed forty-two inches.

**Section 3. Amendment.** No amendment to Article 6 of these Covenants shall be effective until approved by the Town of Crested Butte, Colorado, which approval shall not be unreasonably withheld.

## **ARTICLE 7: Provisions Pertaining To Common Interest**

**Section 1. Common Interest Community.** Slate River Subdivision is a common interest community that is a planned community governed by Slate River Subdivision Homeowners Association, Inc., a Colorado nonprofit corporation. The common interest community is located in Gunnison County. A legally sufficient description of the real estate included in the common interest community is attached hereto as **Exhibit A**. The boundaries of each unit created by the

Covenants is set forth on the Plat, including the unit's identifying number and its size. There are no limited common elements.

**Section 2. Allocation of Interests.** There are 6 Lots. Each Lot has one voting interest as set forth above and one share of common expense liability. Each Lot is allocated 1/6<sup>th</sup> of the vote in the Association and 1/6<sup>th</sup> of the common expenses of the Association.

**Section 3. Notice.** Notice of matters affecting the common interest community may be given to Owners by the Association or other Owners by posting the same on the Owner's door, by U.S. Mail, or by email. Notice by posting shall be effective upon posting. Notice by mail or email shall be effective upon receipt.

## **ARTICLE 9: Duration of Covenants; Miscellaneous**

**Section 1. Term.** These Covenants shall remain in effect perpetually from the date of recordation.

**Section 2. Amendment.** These Covenants may not be waived, abandoned, terminated or amended, in whole or in part, except by an instrument setting forth the written consent of the owners of at least four of the Lots or containing the certification by the Secretary of the Association that the owners of four or more of the Lots voted in favor of such amendment at a duly called and properly noticed meeting of the membership. No mortgage or lienholder approval is required.

**Section 3. Severability.** These Covenants shall, to the fullest extent possible, be construed so as to give validity to all of the provisions hereof. If any provision or portion of provision in these Covenants is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or portion thereof or section hereof and all other provisions, portions of provisions and sections shall remain in full force and effect.

**Section 4. Construction.** In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

**Section 5. Headings.** The headings on any section or article are included only for the purposes of convenient reference and shall not affect the meaning or interpretation of these covenants.

**Section 6. Limitation of Liability.** Neither the Association nor any officer, director or other representative of the Association shall be liable to any party for any action or for any failure to take any action with respect to any matter arising by, through, or under these Covenants if the action or failure to act was made in good faith. The Association shall indemnify all officers, directors or other representatives of the Association with respect to any action taken in their official capacity as provided in the Articles of Incorporation and Bylaws of the Association.

Such indemnification shall include repayment of all costs and expenses incurred, including reasonable attorneys' fees.

**Section 7. Attorneys' Fees.** The prevailing party in any legal action in any Court of law to enforce or interpret any provisions of these Covenants shall be entitled to recover from the non-prevailing parties reasonable attorney's fees and costs incurred in such legal action, including without limitation all costs and fees incurred in collection, on appeal, and in bankruptcy proceedings.

**Section 8. Applicable Law.** Gunnison County, Colorado district court or county court shall be the exclusive venue for any action arising out of or relating to the Association or the Covenants or any other dispute between the Association and any Owner provided, however, that the Association may establish exclusive venue, means and procedures for the enforcement of fines, which may include binding arbitration.

**IN WITNESS WHEREOF**, the Declarant has executed these Covenants as of the day and year first above written.

CYPRESS FOOTHILLS, LP,  
a Texas limited partnership

By: CYPRESS FOOTHILLS, GP, LLC,  
a Delaware limited liability company, its  
General Partner

By: \_\_\_\_\_  
Lauren Maguire, its Vice President

STATE OF COLORADO    )  
                                  )ss.  
COUNTY OF GUNNISON )

The foregoing letter was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as Vice President of Cypress Foothills GP, LLC, which is the General Partner of Cypress Foothills, LP.  
Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

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

## **Attachment 9**

**9-Conservation/Environmental Covenants, TP6A-TP7**

*(To be included in the staff report for public comment)*

## **Attachment 10**

### **10-Right-to-Float Agreement**

*(To be included in the staff report for public comment)*

## **Attachment 11**

### **11-R1F Residential Zoning Requirements**

## Chapter 16

### Article 4, Division 12 "R1F" Residential District

- **Sec. 16-4-1000. - Intent of district.**

The purpose for which this District is created is to provide areas for low-density residential development along with customary accessory uses. The lots in this District provide a transition between the Town and the still larger residential lots outside of Town. Accessory uses naturally and normally incidental to, and exclusively devoted to such primary residential uses are included as conditional uses. It is intended that no more than two (2) units, designed or used for dwelling by a family, shall be allowed on a site.

(Ord. \_\_ §1, 2020)

- **Sec. 16-4-1010. - Permitted uses.**

The following uses shall be permitted in the "R1F" District:

- (1) One-family dwelling units.
- (2) Accessory buildings, incidental nonresidential uses, not heated or plumbed.
- (3) Home occupations.
- (4) Attached garages.
- (5) Detached garages as accessory buildings to the principal permitted uses.

(Ord. \_\_ §1, 2020)

- **Sec. 16-4-1020. - Conditional uses.**

The following uses shall be permitted as conditional uses in the "R1F" District:

- (1) Accessory dwellings in conjunction with a one-family dwelling unit.
- (2) Two-family dwelling units.
- (3) Parking areas.
- (4) Accessory buildings, incidental nonresidential uses, heated and/or plumbed.

(Ord. \_\_ §1, 2020)

- **Sec. 16-4-1030. - Lot measurements.**

The following shall be lot measurements for property located in the "R1F" District:

- (1) Minimum lot area: five thousand (5,000) square feet.
- (2) Maximum lot area: eleven thousand four hundred (11,400) square feet.
- (3) Minimum frontage: fifty (50) feet.
- (4) Minimum front yard:
  - a. Public street: twenty (20) feet.
  - b. Private access road: ten (10) feet.
- (5) Minimum side yard: At least seven and one-half (7½) feet, and up to eleven and one-half (11½) feet, dependent upon snow storage and snow shed guidelines.
- (6) Minimum rear yard:
  - a. Principal building: ten (10) feet.
  - b. Accessory building: five (5) feet.

c. Wetland setback: seven and one-half (7'-6") feet.

(Ord. \_\_ §1, 2020)

- **Sec. 16-4-1040. - Floor areas.**

The following shall regulate measurements for floor areas located in the "R1F" District:

(1) Minimum floor area: four hundred (400) square feet for each residential unit.

(2) Maximum floor area:

a. Accessory building, including an accessory dwelling, if any: one thousand (1,000) square feet or two-thirds (2/3) of the floor area of the principal building, whichever is smaller.

b. Accessory dwelling: one thousand (1,000) square feet of floor area or two-thirds (2/3) of the floor area of the principal building, whichever is smaller.

(3) Maximum floor area ratio:

a. The principal building shall not exceed two thousand eight hundred (2,800) square feet.

b. All buildings shall not be larger than three thousand eight hundred (3,800) square feet in the aggregate.

(Ord. \_\_ §1, 2020)

- **Sec. 16-4-1050. - Building measurements.**

The following shall regulate measurements for buildings located in the "R1F" District:

(1) Maximum building height:

a. Principal building: thirty (30) feet.

b. Accessory building: twenty (20) feet or the height of the principal building, whichever is less.

c. Accessory dwelling: twenty-four (24) feet or the height of the principal building, whichever is less.

(2) Maximum building width: thirty-five (35) feet.

(Ord. \_\_ §1, 2020)

- **Sec. 16-4-1060. - Additional provisions.**

(a) Primary and accessory residential buildings shall be oriented on a north-south or east-west axis.

(b) Open space required: fifty percent (50%) of the lot area shall be open, unencumbered and free of any building or structure.

(c) Minimum exterior wall height shall be seven (7) feet.

(d) Minimum vertical distance from eave line of roof to the finished grade level shall be six (6) feet.

(e) Slope of roof shall be a minimum of 4:12.

(Ord. \_\_ §1, 2020)

# ANNEXATION MAP

WEST REMAINDER PARCEL, APERTURE SUBDIVISION,  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH,  
RANGE 86 WEST OF THE 6TH P.M.,  
COUNTY OF GUNNISON, STATE OF COLORADO

SHEET 1 OF 1

TOTAL AREA = 616,663 SQ FT, OR 14.16 ACRES, MORE OR LESS

### Parcel Description

A PARCEL OF LAND, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35 TO BEAR SOUTH 88°44'53" EAST, A DISTANCE OF 2650.61 FEET BETWEEN A FOUND GLO BRASS CAP ON IRON PIPE BENT OVER TOWARDS SOUTH WITH SPIKE NAIL ON NORTH SIDE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND A FOUND PIPE WITH 3 1/4" ALUMINUM CAP "PLS 18480" AT THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SAID SOUTHWEST CORNER OF SECTION 35, THENCE ALONG THE SAID SOUTH LINE OF SECTION 35, SOUTH 88°44'53" EAST, A DISTANCE OF 130.17 FEET TO THE SOUTHWEST CORNER OF APERTURE AND TO THE POINT OF BEGINNING;

THENCE NORTH 00°58'59" EAST, A DISTANCE OF 117.71 FEET; THENCE 155.76 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 441.26 FEET, AND AN INTERIOR ANGLE OF 20°13'31", SUBTENDED BY A CHORD BEARING NORTH 17°18'37" EAST, A DISTANCE OF 154.96 FEET; THENCE NORTH 40°54'37" EAST, A DISTANCE OF 238.91 FEET; THENCE NORTH 41°04'08" EAST, A DISTANCE OF 207.37 FEET; THENCE NORTH 36°49'23" EAST, A DISTANCE OF 88.19 FEET; THENCE NORTH 36°49'22" EAST, A DISTANCE OF 185.49 FEET; THENCE NORTH 47°11'16" EAST, A DISTANCE OF 116.48 FEET; THENCE SOUTH 89°01'05" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 19°37'46" EAST, A DISTANCE OF 77.29 FEET; THENCE SOUTH 31°49'16" EAST, A DISTANCE OF 178.03 FEET; THENCE SOUTH 38°17'42" EAST, A DISTANCE OF 69.67 FEET; THENCE SOUTH 38°17'42" EAST, A DISTANCE OF 45.48 FEET; THENCE SOUTH 51°38'53" EAST, A DISTANCE OF 17.47 FEET; THENCE SOUTH 51°38'53" EAST, A DISTANCE OF 23.23 FEET; THENCE SOUTH 41°07'29" EAST, A DISTANCE OF 87.35 FEET; THENCE SOUTH 65°35'08" EAST, A DISTANCE OF 53.68 FEET TO A NORTHEASTERLY CORNER OF TRACT 1, DYER SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT 1 SOUTH 61°58'55" WEST, A DISTANCE OF 31.96 FEET; THENCE NORTH 78°31'14" WEST, A DISTANCE OF 381.57 FEET; THENCE SOUTH 61°58'55" WEST, A DISTANCE OF 620.66 FEET; THENCE ALONG THE WEST LINE OF TRACT 1, DYER SUBDIVISION SOUTH 00°57'13" WEST, A DISTANCE OF 226.55 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°02'47" WEST, A DISTANCE OF 495.36 FEET; THENCE SOUTH 00°57'12" WEST, A DISTANCE OF 15.18 FEET; THENCE NORTH 88°44'53" WEST, A DISTANCE OF 17.52 FEET TO THE POINT OF BEGINNING;

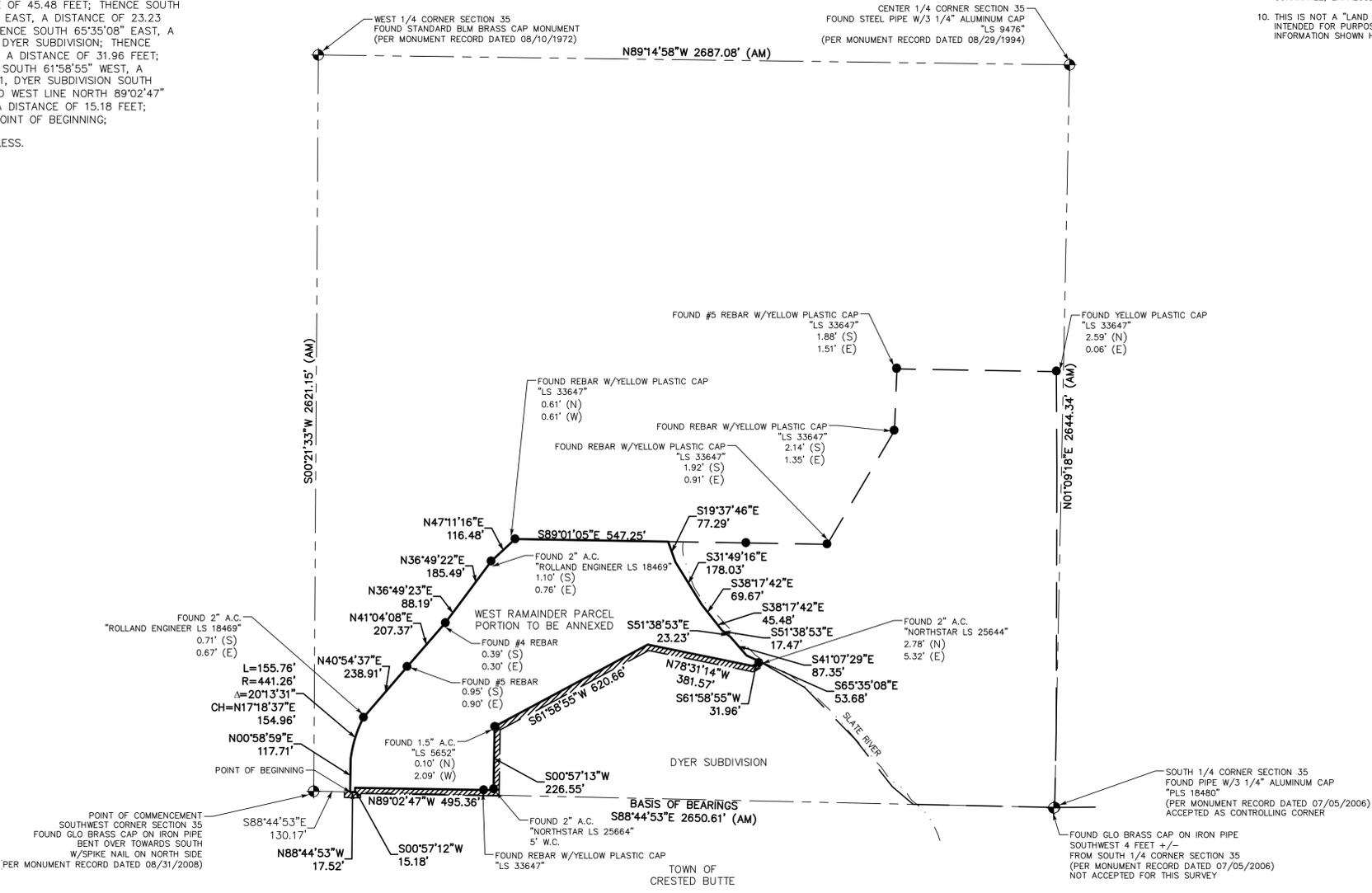
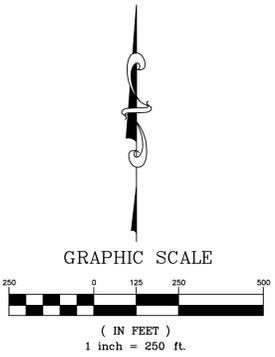
SAID PARCEL CONTAINING 616,663 SQ.FT. OR 14.16 ACRES, MORE OR LESS.

### Boundary Closure Report

COURSE: N00°58'59"E LENGTH: 117.71'  
LENGTH: 155.76' RADIUS: 441.26'  
DELTA: 020°13'31"  
CHORD: 154.96' COURSE: N17°18'37"E  
COURSE: N40°54'37"E LENGTH: 238.91'  
COURSE: N41°04'08"E LENGTH: 207.37'  
COURSE: N36°49'23"E LENGTH: 88.19'  
COURSE: N36°49'22"E LENGTH: 185.49'  
COURSE: N47°11'16"E LENGTH: 116.48'  
COURSE: S89°01'05"E LENGTH: 547.25'  
COURSE: S19°37'46"E LENGTH: 77.29'  
COURSE: S31°49'16"E LENGTH: 178.03'  
COURSE: S38°17'42"E LENGTH: 69.67'  
COURSE: S38°17'42"E LENGTH: 45.48'  
COURSE: S51°38'53"E LENGTH: 17.47'  
COURSE: S51°38'53"E LENGTH: 23.23'  
COURSE: S41°07'29"E LENGTH: 87.35'  
COURSE: S65°35'08"E LENGTH: 53.68'  
COURSE: S61°58'55"W LENGTH: 31.96'  
COURSE: N78°31'14"W LENGTH: 381.57'  
COURSE: S61°58'55"W LENGTH: 620.66'  
COURSE: S00°57'13"W LENGTH: 226.55'  
COURSE: N89°02'47"W LENGTH: 495.36'  
COURSE: S00°57'12"W LENGTH: 15.18'  
COURSE: N88°44'53"W LENGTH: 17.52'

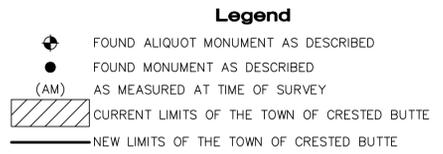
PERIMETER: 3998.2' AREA: 616663 SQ. FT.  
ERROR CLOSURE: 0.01 COURSE: N53°55'05"E  
ERROR NORTH: 0.004 EAST: 0.006

PRECISION 1: 399736



### Contiguity

TOTAL PERIMETER.....	3998.2'
1/6TH PERIMETER.....	666.4'
PERIMETER CONTIGUOUS TO TOWN LIMITS.....	1788.8'



### Notes

- THIS ANNEXATION MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY FLATIRONS, INC. TO DETERMINE TITLE OR EASEMENTS OF RECORD. THIS MAP DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS MAP 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 CERTIFICATION SHOWN HEREON.
- THE PURPOSE OF THIS MAP IS TO GRAPHICALLY PORTRAY THE RELATIONSHIP OF THE LAND PROPOSED FOR ANNEXATION TO THE CURRENT TOWN OF CRESTED BUTTE LIMITS.
- THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
- BASIS OF BEARINGS: GPS DERIVED BEARING OF S88°44'53"E ALONG THE SOUTH LINE OF SECTION 35, BETWEEN A FOUND GLO BRASS CAP ON IRON PIPE BENT TOWARDS THE SOUTH WITH A SPIKE NAIL ON NORTH SIDE AND A FOUND PIPE WITH A 3 1/4" ALUMINUM CAP STAMPED "LS 18480". AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508.
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
- DATES OF FIELD WORK: 12/09/2017-12/12/2017 (J. HANNAHOE)
- THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY THE CLIENT.

REVISION	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

ANNEXATION MAP

**Flatirons, Inc.**  
Surveying, Engineering & Geomatics  
www.FlatironsInc.com  
3825 IRLS AVE. STE. 395 3660 DOWNING ST  
BOULDER, CO 80501 UNIT E DENVER, CO 80205  
PH: (303) 776-1733 PH: (303) 443-7001 PH: (303) 936-6997  
FAX: (303) 776-4355 FAX: (303) 443-9830



**DRAFT**  
WORKING COPY ONLY  
ONLY FINAL VERSION  
WILL HAVE STAMP  
AND SIGNATURE

### Surveyor's Certificate

I, JOHN B. GUYTON, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC. THAT THIS ANNEXATION MAP OF THE ABOVE DESCRIBED LAND WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE ON APRIL 25, 2017 AND THAT AT LEAST 1/6TH OF THE TOTAL PERIMETER OF THAT LAND TO BE ANNEXED IS CONTIGUOUS TO THE EXISTING TOWN OF CRESTED BUTTE LIMITS.

JOHN B. GUYTON COLORADO P.L.S. #16406  
CHAIRMAN & CEO, FLATIRONS, INC.

# DRAFT

## WORKING COPY ONLY. ONLY FINAL VERSION WILL HAVE STAMP AND SIGNATURE

JOB NUMBER:	17-70,453
DATE:	11-06-2019
DRAWN BY:	M. PERSE/M. MUNKHOLD
CHECKED BY:	BOL
SHEET 1 OF 1	

BY:ADMIN FILE:70453-ANNEXMAP-C17.DWG DATE:11/6/2019 2:33 PM

Parcel Description

THE SLATE RIVER SUBDIVISION, A REPLAT OF THE WEST REMAINDER PARCEL ACCORDING TO THE PLAT OF APERTURE, GUNNISON COUNTY RECORDS AT REC. NO. 648056. LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH P.M., GUNNISON COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF SECTION 35 TO BEAR SOUTH 88°44'53" EAST, A DISTANCE OF 2650.61 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH P.M.; THENCE ALONG THE SOUTH LINE OF SECTION 35 SOUTH 88°44'53" EAST A DISTANCE OF 130.17 FEET TO THE SOUTHWEST CORNER OF THE WEST REMAINDER PARCEL, AND THE TRUE POINT OF BEGINNING; THENCE NORTH 00°58'59" EAST, A DISTANCE OF 117.71 FEET; THENCE 155.76 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 441.26 FEET, AN INCLUDED ANGLE OF 201°3'31" AND SUBTENDED BY A CHORD WHICH BEARS NORTH 17°18'37" EAST, A DISTANCE OF 154.96 FEET; THENCE NORTH 40°54'37" EAST, A DISTANCE OF 238.91 FEET; THENCE NORTH 41°04'08" EAST, A DISTANCE OF 207.37 FEET; THENCE NORTH 38°49'23" EAST, A DISTANCE OF 88.19 FEET; THENCE NORTH 38°49'22" EAST, A DISTANCE OF 185.49 FEET; THENCE NORTH 47°11'16" EAST, A DISTANCE OF 116.48 FEET; THENCE SOUTH 89°01'05" EAST, A DISTANCE OF 547.24 FEET; THENCE SOUTH 19°37'54" EAST, A DISTANCE OF 77.29 FEET; THENCE SOUTH 31°49'16" EAST, A DISTANCE OF 178.03 FEET; THENCE SOUTH 38°17'42" EAST, A DISTANCE OF 69.67 FEET; THENCE SOUTH 38°17'42" EAST, A DISTANCE OF 45.48 FEET; THENCE SOUTH 51°38'53" EAST, A DISTANCE OF 17.47 FEET; THENCE SOUTH 51°38'53" EAST, A DISTANCE OF 23.23 FEET; THENCE SOUTH 41°07'29" EAST, A DISTANCE OF 87.35 FEET; THENCE SOUTH 65°35'08" EAST, A DISTANCE OF 53.68 FEET; THENCE SOUTH 61°58'58" WEST, A DISTANCE OF 31.96 FEET; THENCE NORTH 78°31'14" WEST, A DISTANCE OF 381.57 FEET; THENCE SOUTH 61°58'58" WEST, A DISTANCE OF 620.66 FEET; THENCE SOUTH 00°57'13" WEST, A DISTANCE OF 226.55 FEET; THENCE NORTH 89°02'47" WEST, A DISTANCE OF 495.36 FEET; THENCE SOUTH 00°57'12" WEST, A DISTANCE OF 15.18 FEET TO A POINT ON THE SOUTH LINE OF SECTION 35; THENCE ALONG THE SOUTH LINE OF SECTION 35 NORTH 88°44'53" WEST, A DISTANCE OF 17.52 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL AS DESCRIBED ABOVE CONTAINS 616,663 SQ. FT. OR 14.15 ACRES, MORE OR LESS IN GUNNISON COUNTY, COLORADO, UNDER THE NAME OF SLATE RIVER MAJOR SUBDIVISION, HAVE LAID OUT, PLATTED AND SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT AND DO HEREBY PERMANENTLY DEDICATE AND CONVEY TO THE OWNERS OF LOTS, TRACTS OR PARCELS WITHIN THIS SUBDIVISION AND THEIR GUESTS, BUT NOT TO THE PUBLIC AT LARGE THE COMMON RIGHT TO USE STREETS, ALLEYS, ROADS AND OTHER AREAS AS SHOWN HEREON AND HEREBY PERMANENTLY DEDICATE THOSE PORTIONS OF LAND LABELED AS EASEMENTS FOR THE INSTALLATION OF MAINTENANCE OF PUBLIC UTILITIES AS SHOWN HEREON.

Attorney's Opinion: TO BE REVIEWED BY TOWN OF CRESTED BUTTE ATTORNEY

I, MARCUS J. LOCK, AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE IN THE STATE OF COLORADO, HEREBY CERTIFY THAT I HAVE EXAMINED TITLE TO ALL LANDS HEREIN DEDICATED AND SUBDIVIDED. SUCH TITLE IS VESTED IN CYPRESS FOOTHILLS, LP, A TEXAS LIMITED PARTNERSHIP, AND IS FREE AND CLEAR OF ALL LIENS, DEFECTS, ENCUMBRANCES, RESTRICTIONS AND RESERVATIONS EXCEPT AS FOLLOWS:

- 1. THE STATUTORY EXCEPTIONS SET FORTH IN C.R.S. § 38-30-113(5)(A).
2. TERMS, CONDITIONS, PROVISIONS, BURDENS, AGREEMENTS, RESTRICTIONS AND OBLIGATIONS AS SET FORTH AND GRANTED IN ANNEXATION AGREEMENT RECORDED IN THE REAL PROPERTY RECORDS OF GUNNISON COUNTY AT RECEPTION NUMBER
3. BOATER ACCESS EASEMENT AGREEMENT RECORDED IN THE REAL PROPERTY RECORDS OF GUNNISON COUNTY, COLORADO AT RECEPTION NUMBER
4. ENVIRONMENTAL COVENANTS RECORDED IN THE REAL PROPERTY RECORDS OF GUNNISON COUNTY, COLORADO JULY 3, 2019, AT RECEPTION NUMBERS 660859, 660860, AND 660861.
5. 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, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTS RECORDED NOVEMBER 30, 1885 IN BOOK 45 AT PAGE 305 AND APRIL 15, 1886 IN BOOK 45 AT PAGE 314.
6. TERMS, CONDITIONS, RESERVATIONS AND AGREEMENTS REGARDING THE RIGHT OF THE PARTIES TO CONSTRUCT DITCHES REASONABLY NECESSARY TO CONVEY WATER AS CONTAINED IN THE FINAL PARTITION OF PROPERTY RECORDED JUNE 28, 1978 IN BOOK 516 AT PAGE 474.
7. TERMS, CONDITIONS, RESTRICTIONS AND AGREEMENTS AS CONTAINED IN WARRANTY DEED RECORDED AUGUST 16, 1978 IN BOOK 518 AT PAGE 403.
8. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CRESTED BUTTE FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED JANUARY 13, 1995, IN BOOK 758 AT PAGE 689 AND RECORDED JANUARY 13, 1995 IN BOOK 758 AT PAGE 694.
9. RIGHT OF WAY EASEMENT, 20 FEET IN WIDTH, AS GRANTED TO ATMOS ENERGY IN INSTRUMENT RECORDED AUGUST 29, 2005 UNDER RECEPTION NO. 557457.
10. TERMS, CONDITIONS, RESTRICTIONS AND AGREEMENTS AS CONTAINED IN ROAD RESTRICTION AGREEMENT RECORDED JULY 12, 2006 UNDER RECEPTION NO. 566803.
11. TERMS, CONDITIONS, RESTRICTIONS AND AGREEMENTS AS CONTAINED IN ROAD RESTRICTION AGREEMENT RECORDED JULY 12, 2006 UNDER RECEPTION NO. 566803.
12. RIGHT OF WAY EASEMENT AS GRANTED TO GUNNISON COUNTY ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED APRIL 26, 2007, UNDER RECEPTION NO. 574856.
13. RIGHT OF WAY EASEMENT AS GRANTED TO BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO IN INSTRUMENT RECORDED APRIL 26, 2007, UNDER RECEPTION NO. 574657.
14. CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ALTA/ACSM SURVEY FOOTHILLS AT CRESTED BUTTE RECORDED SEPTEMBER 19, 2014 UNDER RECEPTION NO. 628973.
15. TERMS, CONDITIONS, PROVISIONS, BURDENS, AGREEMENTS, RESTRICTIONS AND OBLIGATIONS AS SET FORTH AND GRANTED IN PRE-ANNEXATION AGREEMENT RECORDED MARCH 14, 2016 UNDER RECEPTION NO. 638399 AND IN AMENDMENT THERETO RECORDED DECEMBER 13, 2016 UNDER RECEPTION NO. 643828; AND THE SECOND AMENDMENT TO PRE-ANNEXATION AGREEMENT RECORDED OCTOBER 10, 2018 UNDER RECEPTION NO. 656557.
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, RESOLUTION NO. 2016-33 RECORDED AUGUST 17, 2016 UNDER RECEPTION NO. 641341.
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 17-25 RECORDED AUGUST 1, 2017 UNDER RECEPTION NO. 648056.
18. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS, NOTES AND OTHER MATTERS IDENTIFIED ON THE PLAT OF APERTURE RECORDED AUGUST 01, 2017 UNDER RECEPTION NO. 648057 AND AS SET FORTH HEREON.
19. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, RESTRICTIONS BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT IMPROVEMENTS AGREEMENT FOR SLATE RIVER DEVELOPMENT RECORDED AUGUST 01, 2017 UNDER RECEPTION NO. 648058.
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WATER AND SEWER EASEMENT AGREEMENT RECORDED AUGUST 31, 2017 UNDER RECEPTION NO. 648729.
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT IMPROVEMENTS AGREEMENT FOR SLATE RIVER DEVELOPMENT RECORDED AUGUST 31, 2017 UNDER RECEPTION NO. 648730.
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN LANDSCAPE MAINTENANCE, LICENSE AND EASEMENT AGREEMENT RECORDED NOVEMBER 09, 2018 UNDER RECEPTION NO. 657206.
23. ANY FACTS, RIGHTS, EASEMENTS, LIENS, ENCUMBRANCES, DEFECTS, ENCROACHMENT, ENCUMBRANCE, VIOLATION, VIOLATION, ADVERSE CIRCUMSTANCE, INTERESTS OR CLAIMS THEREOF OR OTHER MATTERS NOT SHOWN BY THE PUBLIC RECORDS.
24. ANY RIGHT, TITLE AND INTEREST OF THE UNITED STATES, STATE OF COLORADO, OR GENERAL PUBLIC IN THE WATER OF THE SLATE RIVER TRAVERSING A PORTION OF THE SUBJECT PROPERTY.
25. DEED OF TRUST TO MAPLEMARK BANK RECORDED AUGUST 21, 2018 UNDER RECEPTION NO. 655331.
26. LOAN MODIFICATION AGREEMENT RECORDED IN THE REAL PROPERTY RECORDS OF GUNNISON COUNTY COLORADO ON AUGUST 30, 2019 AT RECEPTION NUMBER 662030.

NOTE: TOWN PARCELS ONE THROUGH SEVEN ALSO WILL BE SUBJECT TO THE RESTRICTIONS, RESERVATIONS, OBLIGATIONS, AND OTHER CONDITIONS AND COVENANTS SET FORTH IN QUIETCLAIM DEED FROM CYPRESS FOOTHILLS, LP, A TEXAS LIMITED PARTNERSHIP TO THE TOWN OF CRESTED BUTTE, COLORADO, A COLORADO HOME RULE MUNICIPALITY RECORDED IN THE REAL PROPERTY RECORDS OF GUNNISON COUNTY COLORADO AT RECEPTION NUMBER

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

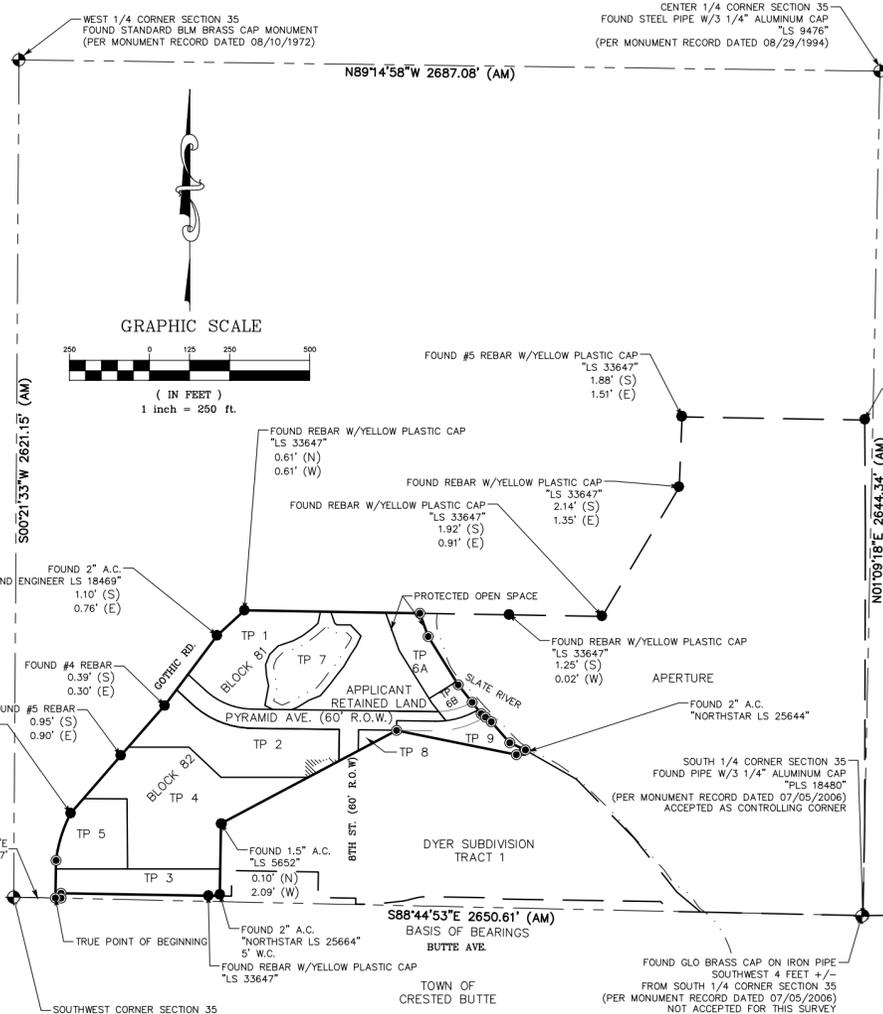
MARCUS J. LOCK, ATTORNEY-AT-LAW

FINAL PLAT OF SLATE RIVER MAJOR SUBDIVISION

BLOCKS 81 & 82, SLATE RIVER MAJOR SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH P.M., COUNTY OF GUNNISON, STATE OF COLORADO

SHEET 1 OF 3

TOTAL AREA = 616,663 SQ FT, OR 14.15 ACRES, MORE OR LESS



Approval By Town Council

THIS WRITTEN PLAT OF SLATE RIVER MAJOR SUBDIVISION IS APPROVED FOR FILING THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ THE DEDICATION OF THE PUBLIC WAYS AND PUBLIC LANDS INCLUDING PARKS AND MUNICIPAL LANDS SHOWN HEREON ARE ACCEPTED BY THE TOWN OF CRESTED BUTTE, COLORADO, SUBJECT TO THE CONDITION THAT THE TOWN SHALL UNDERTAKE THE MAINTENANCE OF SAID PUBLIC WAYS AND PUBLIC LANDS ONLY AFTER CONSTRUCTION OF THE PUBLIC WAYS AND PUBLIC LANDS HAS BEEN SATISFACTORILY COMPLETED TO THE TOWN'S SPECIFICATIONS BY THE SUBDIVIDER, AND A RESOLUTION OF THE CRESTED BUTTE COUNCIL ACCEPTING THE SAME HAS BEEN ADOPTED AND PLACED OF RECORD.

BY:

JAMES A. SCHMIDT, MAYOR

ATTEST

LYNELLE STANFORD, TOWN CLERK

APPROVED:

MICHAEL YERMAN, COMMUNITY DEVELOPMENT DIRECTOR

(SEAL)

Planning Commission Approval

THE PLANNING COMMISSION OF THE TOWN OF CRESTED BUTTE, COLORADO, DOES HEREBY AUTHORIZE AND APPROVE THE FINAL PLAN AND FINAL PLAT FOR THE ABOVE SUBDIVISION AT A MEETING OF THE PLANNING COMMISSION HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY:

JAMES A. SCHMIDT, CHAIRMAN

Notes

- 1. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER GUC88000840, DATED 04/25/2018 AT P.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS MAP 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 CERTIFICATION SHOWN HEREON.
3. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
4. BASIS OF BEARINGS: GPS DERIVED BEARING OF S88°44'53"E ALONG THE SOUTH LINE OF SECTION 35, BETWEEN A FOUND GLO BRASS CAP ON IRON PIPE AT THE SOUTHWEST CORNER OF SECTION 35 AND A FOUND PIPE WITH A 3 1/4" ALUMINUM CAP STAMPED "LS 18480" AT THE SOUTH 1/4 CORNER OF SECTION 35. AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508.
6. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. CURVEY FOOT.
7. DATES OF FIELD WORK: 12/09/2017-12/12/2017 (J. HANNAHOE)
8. THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
9. CONFINEMENT OF DOMESTIC ANIMALS: ALL DOGS AND CATS SHALL BE CONFINED BY KENNELING, LEASHING, FENCING OR OTHER PHYSICAL CONSTRAINT AT ALL TIMES. THIS RESTRICTION MAY BE ENFORCED BY GUNNISON COUNTY AT THE EXPENSE OF THE OWNER.
10. COLORADO'S FENCE OUT REQUIREMENTS: A PROPERTY OWNER IS REQUIRED TO CONSTRUCT AND MAINTAIN FENCING IN ORDER TO KEEP LIVESTOCK OFF HIS/HER PROPERTY.
11. IRRIGATION DITCH MAINTENANCE: AN IRRIGATION DITCH OWNER HAS THE RIGHT TO ENTER THE DESIGNATED IRRIGATION DITCH MAINTENANCE EASEMENT, MAINTAIN THE DITCH, AND MAY LEAVE NATURAL DEBRIS ON THE BANK.
12. WATER AND SEWER EASEMENTS AT THE LOCATIONS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN OF CRESTED BUTTE, IN PERPETUITY, FOR ACCESS TO, AND OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF, WATER AND SEWER UTILITIES AND RELATED INFRASTRUCTURE. SUCH EASEMENTS ARE NONEXCLUSIVE. IN ADDITION, THE TOWN IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT OVER, UNDER, AND THROUGH THE ROAD RIGHTS OF WAY AT THE LOCATIONS SHOWN HEREON FOR ACCESS TO, AND OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF, WATER AND SEWER UTILITIES AND RELATED INFRASTRUCTURE LOCATED WITHIN SAID ROAD RIGHTS OF WAY.

Title Company Certificate

\_\_\_\_\_, TITLE COMPANY, DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS AS SHOWN HEREON AND TITLE TO SUCH LANDS IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

AGENT

Notarial

STATE OF COLORADO }
COUNTY OF GUNNISON } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY (PRINTED NAME OF OWNER) (IF BY NATURAL PERSON, INSERT NAME; IF BY PERSON ACTING IN A REPRESENTATIVE OFFICIAL CAPACITY, THEN INSERT THE NAME OF SAID PERSON AND HIS OR HER CAPACITY; IF BY OFFICERS OF A CORPORATION, THEN INSERT THE NAME OF SAID OFFICERS AS THE PRESIDENT OR OTHER OFFICERS OF SUCH CORPORATION, NAMING IT). WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

(SEAL)

Land Surveyor's Certificate

I, JOHN B. GUYTON, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT AND SURVEY OF SLATE RIVER MAJOR SUBDIVISION WAS MADE BY ME AND UNDER MY SUPERVISION AND THAT BOTH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE. STEEL PINS AND/OR BRASS CAP MONUMENTS WERE SET AS REQUIRED AT ALL BOUNDARY CORNERS.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

SIGNATURE:

(SEAL)

COLORADO REGISTRATION NUMBER: 16406

Recordation of Protective Covenants

PROTECTIVE AND/OR ENVIRONMENTAL COVENANTS FOR EACH OF THE TOWN PARCELS (TP1-TP9) AND THE APPLICANT RETAINED LAND WITHIN THE SLATE RIVER SUBDIVISION ARE RECORDED UNDER SEPARATE RECEPTION NUMBERS IN THE OFFICE OF THE GUNNISON COUNTY CLERK.

Gunnison County Clerk and Recorder's Acceptance

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

RECEPTION NUMBER: \_\_\_\_\_ TIME: \_\_\_\_\_

DATE:

\_\_\_\_\_, GUNNISON COUNTY CLERK

DRAFT WORKING COPY ONLY. ONLY FINAL VERSION WILL HAVE STAMP AND SIGNATURE

Table with columns for DATE and REVISION, containing a grid for recording changes.

SLATE RIVER MAJOR SUBDIVISION

Flatrons, Inc. Surveying, Engineering & Geomatics. 3925 IRE AVE, SUITE 395, DENVER, CO 80205. PH: (303) 443-7001, FAX: (303) 443-9830.



DRAFT WORKING COPY ONLY. ONLY FINAL VERSION WILL HAVE STAMP AND SIGNATURE

JOB NUMBER: 17-70453. DATE: 03-10-2020. DRAWN BY: M. PERSE/M. MUNKHOLD. CHECKED BY: BOL/JZG.

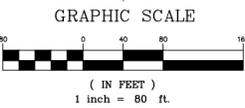
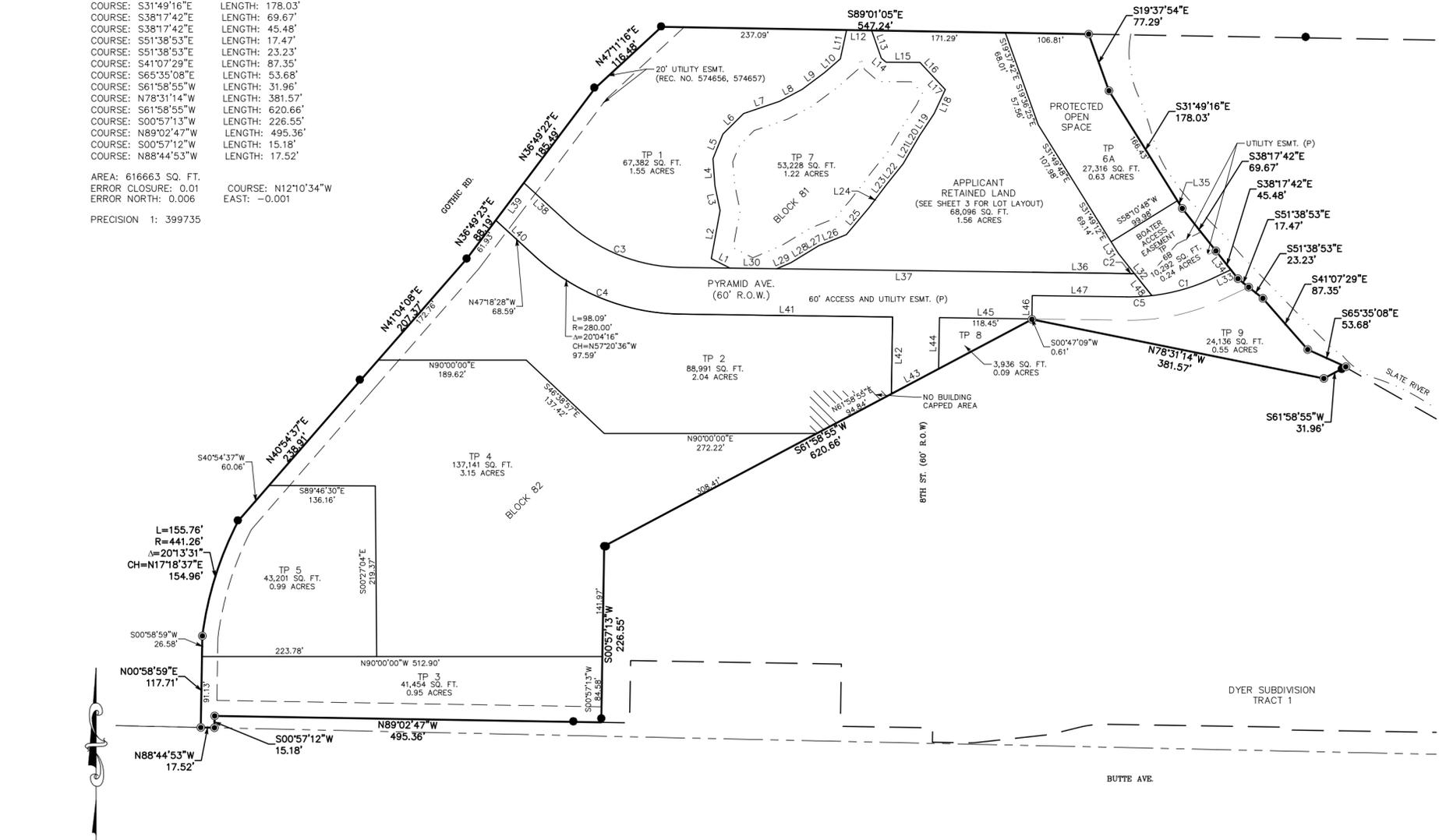
SHEET 1 OF 3

# FINAL PLAT OF SLATE RIVER MAJOR SUBDIVISION

BLOCKS 81 & 82, SLATE RIVER MAJOR SUBDIVISION,  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH,  
 RANGE 86 WEST OF THE 6TH P.M.,  
 COUNTY OF GUNNISON, STATE OF COLORADO  
 SHEET 2 OF 3

### Boundary Closure Report

COURSE: N00°58'59"E LENGTH: 117.71'  
 LENGTH: 155.76' RADIUS: 441.26'  
 DELTA: 0201°3'31"  
 CHORD: 154.96'  
 COURSE: N17°18'37"E LENGTH: 238.91'  
 COURSE: N41°04'08"E LENGTH: 207.37'  
 COURSE: N36°49'23"E LENGTH: 88.19'  
 COURSE: N36°49'22"E LENGTH: 185.49'  
 COURSE: N47°11'16"E LENGTH: 116.48'  
 COURSE: S89°01'05"E LENGTH: 547.24'  
 COURSE: S19°37'54"E LENGTH: 77.29'  
 COURSE: S31°49'16"E LENGTH: 178.03'  
 COURSE: S38°17'42"E LENGTH: 69.67'  
 COURSE: S38°17'42"E LENGTH: 45.48'  
 COURSE: S51°38'53"E LENGTH: 17.47'  
 COURSE: S51°38'53"E LENGTH: 23.23'  
 COURSE: S41°07'29"E LENGTH: 87.35'  
 COURSE: S65°35'08"E LENGTH: 53.68'  
 COURSE: S61°58'55"W LENGTH: 31.96'  
 COURSE: N78°31'14"W LENGTH: 381.57'  
 COURSE: S61°58'55"W LENGTH: 620.66'  
 COURSE: S00°57'13"W LENGTH: 226.55'  
 COURSE: N89°02'47"W LENGTH: 495.36'  
 COURSE: S00°57'12"W LENGTH: 15.18'  
 COURSE: N88°44'53"W LENGTH: 17.52'  
 AREA: 616663 SQ. FT.  
 ERROR CLOSURE: 0.01  
 ERROR NORTH: 0.006  
 COURSE: N12°10'34"W EAST: -0.001  
 PRECISION 1: 399735



- ### Legend
- ⊕ FOUND ALIQUOT MONUMENT AS DESCRIBED
  - FOUND MONUMENT AS DESCRIBED
  - ⊙ SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATRONS SURV 16406"
  - (P) PER THE PLAT OF APERTURE; REC. NO. 648057

PARCEL LINE TABLE	PARCEL LINE TABLE	PARCEL LINE TABLE						
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	26.97	N62°59'59"W	L19	33.17	S33°30'22"W	L37	571.50	N89°12'51"W
L2	62.83	N10°22'32"E	L20	12.73	S30°10'34"W	L38	74.73	N47°32'56"W
L3	32.12	N11°51'22"W	L21	29.83	S30°10'34"W	L39	60.00	S36°49'22"W
L4	35.30	N04°13'00"W	L22	34.19	S38°34'17"W	L40	68.59	S47°18'28"E
L5	34.23	N21°59'53"E	L23	12.19	S36°57'40"W	L41	271.98	S89°12'51"E
L6	37.31	N45°07'07"E	L24	24.71	S36°57'40"W	L42	98.89	S00°57'14"W
L7	48.54	N71°12'36"E	L25	45.40	S40°10'28"W	L43	68.58	N61°58'55"E
L8	33.11	N61°57'01"E	L26	38.20	S68°01'47"W	L44	65.85	N00°57'13"E
L9	35.42	N53°07'50"E	L27	5.05	S58°31'39"W	L45	118.45	S89°12'51"E
L10	27.15	N48°57'10"E	L28	36.68	S58°31'39"W	L46	29.99	N00°47'09"E
L11	37.96	N12°06'51"E	L29	19.77	S66°46'00"W	L47	121.06	S89°12'51"E
L12	32.05	S89°01'05"E	L30	59.80	S89°12'51"E	L48	36.23	N38°17'39"W
L13	37.68	S19°08'36"E	L31	17.27	S31°49'12"E			
L14	8.08	S49°16'53"E	L32	69.54	S38°17'39"E			
L15	43.43	S89°37'59"E	L33	25.11	S64°36'14"W			
L16	26.88	S42°59'38"E	L34	30.79	S38°17'42"E			
L17	20.78	S42°59'38"E	L35	11.60	S31°49'16"E			
L18	34.27	S24°47'05"W	L36	120.86	S89°12'51"E			

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	81.98	250.00	18°47'18"	S73°59'53"W	81.61
C2	9.33	220.00	2°25'47"	N89°34'16"E	9.33
C3	160.91	220.00	41°54'23"	N68°15'39"W	157.35
C4	204.79	280.00	41°54'23"	S68°15'39"E	200.26
C5	32.26	250.00	7°23'37"	N87°05'21"E	32.24

REVISION	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

SLATE RIVER MAJOR SUBDIVISION

**Flatrons, Inc.**  
 Surveying, Engineering & Geomatics  
 www.flatronsinc.com  
 3925 IRE AVE, STE. 395  
 LOUISVILLE, CO 80501  
 PH: (303) 443-7001 PH: (303) 936-6997  
 FAX: (303) 776-4355 FAX: (303) 443-9830  
 4501 LOCAN ST.  
 DENVER, CO 80216  
 PH: (303) 443-7001 PH: (303) 936-6997  
 FAX: (303) 923-3160



**DRAFT**  
 WORKING COPY ONLY  
 ONLY FINAL VERSION  
 WILL HAVE STAMP AND SIGNATURE

JOB NUMBER: 17-70,453  
 DATE: 03-10-2020  
 DRAWN BY: M. PERSE/M. MUNKHOLD  
 CHECKED BY: BOL/JZG  
 SHEET 2 OF 3

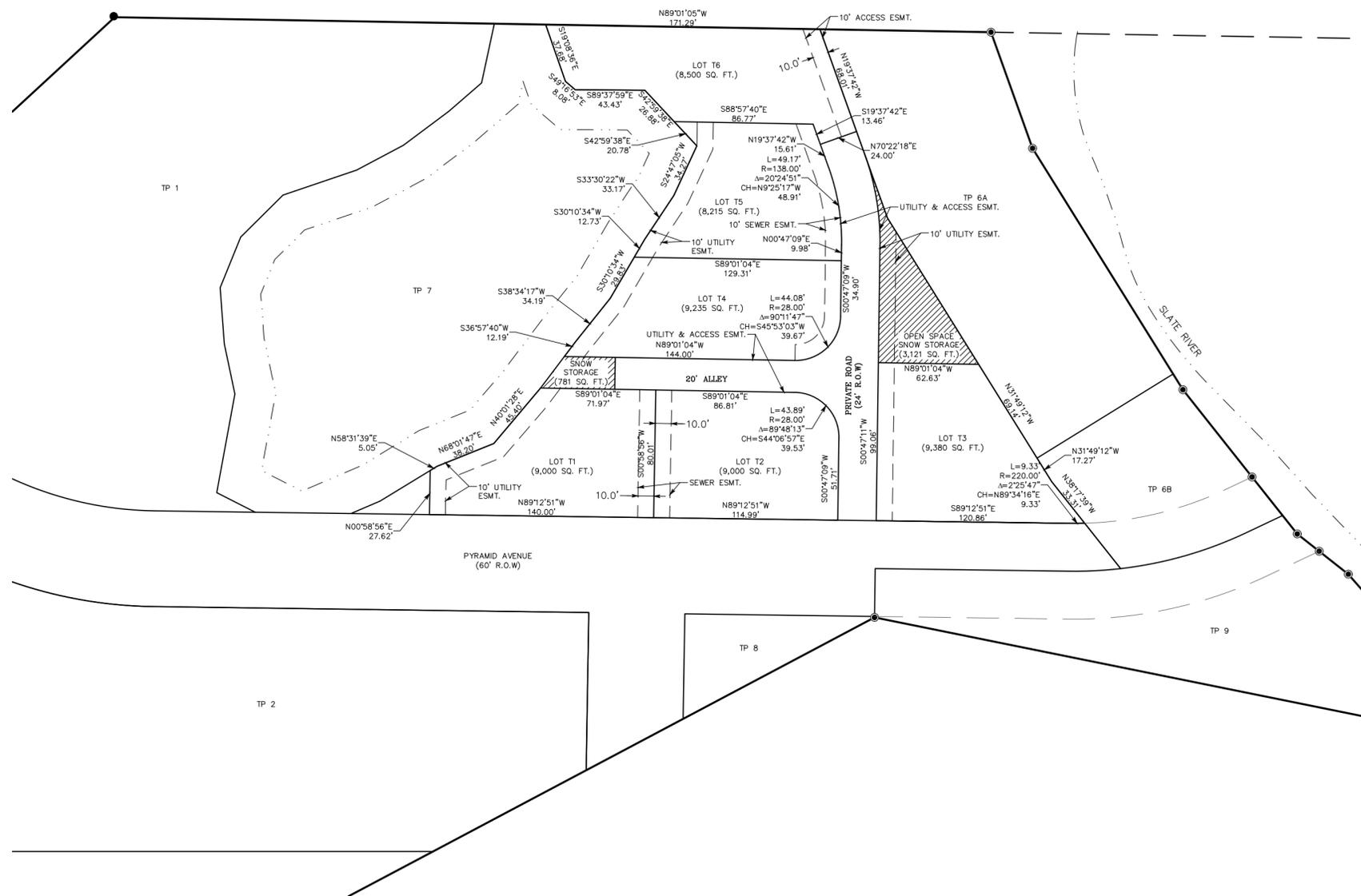
BRADWIN ELECTRADES-FINALPLAT(C13)-AWLWG DATES: 1/12/2020 9:55 AM

# FINAL PLAT OF SLATE RIVER MAJOR SUBDIVISION

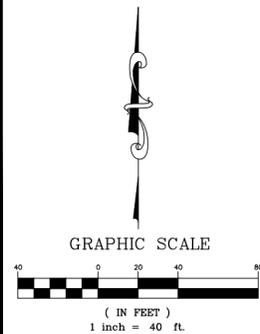
BLOCKS 81 & 82, SLATE RIVER MAJOR SUBDIVISION,  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH,  
RANGE 86 WEST OF THE 6TH P.M.,  
COUNTY OF GUNNISON, STATE OF COLORADO

SHEET 3 OF 3

APPLICANT RETAINED LAND DETAIL



BRADWIN ELECTRADES-FINAL PLAT (C-13)-AWL.DWG DATE: 12/10/20 9:55 AM



REVISION	DATE
1	
2	
3	
4	
5	
6	
7	
8	

SLATE RIVER MAJOR SUBDIVISION

**Flatrons, Inc.**  
 Surveying, Engineering & Geomatics  
 www.flatronsinc.com  
 3925 IRE AVE, STE. 395  
 LOUISVILLE, CO 80501  
 PH: (303) 776-1733  
 FAX: (303) 776-4355

4501 LOGAN ST.  
 DENVER, CO 80216  
 PH: (303) 443-7001  
 FAX: (303) 443-9830



**DRAFT**  
 WORKING COPY ONLY  
 ONLY FINAL VERSION  
 WILL HAVE STAMP AND SIGNATURE

JOB NUMBER:	17-70,453
DATE:	03-10-2020
DRAWN BY:	M. PERSE/M. MUNKHOLD
CHECKED BY:	BOL/JZG
SHEET 3 OF 3	



**To:** Mayor Schmidt and Town Council  
**From:** Michael Yerman, Community Development Director  
**Subject:** **Slate River Annexation Public Hearing Continued from December 16, 2019**  
**Date:** April 6, 2020

---

**Background:**

The Slate River Major Development application started with an annexation petition request to the Town in the fall of 2014 by Cypress Equities (Developer). After a year of negotiations, the proponents withdrew their application for annexation with the Town. At this time, the County was approached by the developer about the possibility of a major subdivision in the County.

In 2016, negotiations with the Town about extending sewer service to the development resulted in the Town and the developer executing the first of three agreements: a pre-annexation agreement, an amended pre-annexation agreement and a second amendment to the pre-annexation agreement. The Pre-Annexation Agreement, Reception #638399, created a hybrid development project in which a portion of the development would occur in the unincorporated area of the County (Aperture Subdivision), followed by the annexation of the remaining property into the Town (West Remainder Parcel, aka Slate River Subdivision). The Slate River would serve as the dividing line between the Town and unincorporated development. In exchange for sewer service, the developer dedicated six parcels to the Town on the western portion of the development to serve as public uses, affordable housing, passive park space, and open space. These parcels will be platted and annexed under the Town's Municipal Code regulations.

An amendment to the Pre-Annexation Agreement was negotiated after the developer went before the County Planning Commission and Board of County Commissioners (BOCC). Concerns about the developer's plans for water supply resulted in an additional request for Town water. At this time, the Amendment to the Pre-Annexation Agreement, Reception #643828, was agreed upon to extend water service to the development in the County in exchange for senior water rights in the McCormick Ditch among other conditions. These two recorded agreements will be referenced as "Pre-Annexation Agreements" for the remainder of the memo.

Both, the Pre-Annexation Agreement and the Amended Pre-Annexation Agreement, were bound to the County's approval of the Aperture Major Subdivision of 23 residential lots on the eastern portion of the site. The County has approved the Aperture Major Subdivision which has set in motion the need for the execution of several agreements. The approval of the Aperture Major Subdivision in the County sets in motion the Town's annexation process and voluntary clean up (VCUP) of the former landfill area.

After approval of the County's Aperture Major Subdivision, the Second Amendment to the Pre-Annexation Agreement, Reception #656557 was executed to clarify additional provisions that were necessary for the VCUP, construction of landscaping and fencing on Town property, and the construction of utilities. A working draft document was prepared by the Town Attorney that combined the Pre-Annexation Agreement and amendments.

**Slate River Annexation Public Hearing:**

The Town received an annexation petition and prepared a Sketch Plan Application for annexation. Resolution 4, Series 2019 found the annexation petition in substantial compliance and set the first of a series of annexation public hearings for April 15, 2019.

The Colorado Annexation Act requires the annexation hearing to begin no less than 30 or more than 60 days from the Resolution of Substantial compliance. The first public hearing occurred on April 15, 2020 has been continued on four separate occasions. The Town anticipates the final public hearing will be held on May 18, 2020.

**Recommendation:**

Following opening the public hearing and taking public testimony, a Council member make a motion followed by a second to continue the Slate River Annexation public hearing to May 18, 2020.

**RESOLUTION NO. 11  
SERIES 2020**

**A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL FINDING THAT THE  
SLATE RIVER SUBDIVISION IS ELIGIBLE FOR ANNEXATION**

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

**WHEREAS**, Cypress Foothills, LP, owner/applicant, submitted a Petition for Annexation dated February 26, 2019, requesting that the Town annex the Slate River Subdivision("Slate River Annexation"); and

**WHEREAS**, on March 4, 2019 the Town Council found the Petition for Annexation to be in substantial compliance with § 31-12-107(1), C.R.S. and § 31-12-105, C.R.S.; and

**WHEREAS**, the Town Council, in considering the Slate River Annexation request, must determine whether the Slate River Annexation parcel is eligible for annexation pursuant to the statutory criteria for annexation in C.R.S. §§ 31-12-104 and 105 and the criteria in Sec. 15-1-80 of the Crested Butte Municipal code (the "Code").

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

**Section 1.**     **Slate River Annexation Described.** The Slate River Annexation is described in the legal description attached hereto as Exhibit A and shown on the annexation map attached hereto as Exhibit B.

**Section 2.**     **Findings.** The Town Council hereby makes the following findings:

1.     The Slate River Annexation complies with C.R.S. § 31-12-104:
  - a.     The Town has received a petition for the annexation of the Slate River subdivision, signed by persons comprising more than fifty percent of the landowners in the area and owning more than fifty percent of the area, excluding public streets, and alleys and any land owned by the Town;
  - b.     Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town's municipal boundaries; and
  - c.     A community of interest exists between the area proposed to be annexed and the Town: the area is urban or will be urbanized in the near future; and the area is integrated with or is capable of being integrated with the Town.
2.     The Slate River Annexation complies with C.R.S. § 31-12-105.

3. The Slate River Annexation satisfies the criteria in Sec. 15-1-80.(b) of the Code:
  - a. The final master plan for the use of the lands to be annexed is acceptable.
  - b. The final subdivision plan for the use of the lands to be annexed complies with Chapter 17 of this Code.
  - c. The proposed open spaces have a workable program established for maintenance and upkeep and are coordinated with the Town's open space program where possible.
  - d. The proposed annexation is necessary or desirable and will contribute to the general well-being of the community.
  - e. The proposed annexation will in no way be detrimental to the health, safety or general welfare of the persons residing within the corporate boundaries of the Town or injurious to property or improvements in the vicinity of the lands proposed to be annexed.
  - f. The proposal is in harmony with the intent of Town zoning ordinances and policies adopted by the Town.
  - g. Unless otherwise agreed to by the Town, the extension of services will be financed totally by the applicant.
  - h. Revenue and/or public benefit to be gained from the Town's portion of increased tax base and other revenue on account of the proposed annexation is equal to or greater than the cost to the Town of the services required.
  - i. The advantages to the Town materially outweigh the disadvantages.
  - j. The annexed lands have a logical extension of road systems and of public transportation systems, consistent with the Town's Land Use Plan.
  - k. The extension of water and sewer lines are feasible in the area.
  - l. The applicant has updated geological hazard, floodplain and other applicable mapping for the Slate River Annexation. The proposed land use has been designed so that geologic or other natural hazards and floodplain constraints have been avoided.
  - m. The proposed annexation is consistent with the Town's Land Use Plan and the Crested Butte Area Plan. The proposed land uses are compatible with the existing land uses in both the Town and County and the potential land uses in terms of their locations, uses, intensities, densities, massing, scale and character.

**Section 3. Eligibility for Annexation.** The Town Council hereby determines that the Slate River Subdivision is eligible for annexation.

**Section 4. Annexation Agreement.** No additional terms and conditions are imposed on the annexation other than as set forth in the Annexation Agreement to be adopted pursuant to the Annexation Ordinance.

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL THIS \_\_\_\_ DAY OF APRIL, 2020.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
James A. Schmidt, Mayor

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

**EXHIBIT A**  
**SLATE RIVER ANNEXATION PARCEL**  
**LEGAL DESCRIPTION**

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point on the westerly boundary of Trampe Parcel described in Book 516 Page 494 also being on the easterly right of way line of County Road 317 (Gothic Road) as recorded at Reception No. 00119 and being on the south line of the SW1/4 of said Section 35 from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 130.05 feet; thence S89°43'49"E a distance of 17.52 feet to a point on the westerly line of the Dyer Subdivision as recorded at Reception No.497990; thence along the westerly, northerly and easterly lines of said Dyer Subdivision the following six (6) courses:

- 1) N00°01'42"W a distance of 15.19 feet,
- 2) N89°58'18"E a distance of 495.36 feet,
- 3) N00°01'42"W a distance of 226.55 feet,
- 4) N61°00'00"E a distance of 620.66 feet,
- 5) S79°30'09"E a distance of 381.57 feet,
- 6) N61°00'00"E approximately 31.96 feet to the high water line of the Slate River; thence more or less along the wetland boundary on the southerly bank of the Slate River the following six (6) courses:

- 1) N66°34'01"W a distance of 53.68 feet,
- 2) N42°06'22"W a distance of 87.35 feet,
- 3) N52°37'46"W a distance of 40.69 feet,
- 4) N39°16'35"W a distance of 115.15 feet,
- 5) N32°48'09"W a distance of 178.03 feet,
- 6) N20°36'39"W a distance of 77.30' to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 22 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 547.26 feet to a point on the easterly right of way line of County Road 317 (Gothic Road); thence along said easterly right of way line as described in deeds recorded at Reception No.474960 and 474961 the following five (5) courses:

- 1) S46°12'21"W a distance of 116.48 feet,
- 2) S35°50'27"W a distance of 185.49 feet,
- 3) S35°50'28"W a distance of 88.19 feet,
- 4) S40°05'13"W a distance of 207.37 feet,

5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning.

Said Parcel as described above contains 14.157 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

# ANNEXATION MAP

**WEST REMAINDER PARCEL, APERTURE SUBDIVISION,  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH,  
RANGE 86 WEST OF THE 6TH P.M.,  
COUNTY OF GUNNISON, STATE OF COLORADO**

SHEET 1 OF 1  
TOTAL AREA = 616,663 SQ FT, OR 14.16 ACRES, MORE OR LESS

**Notes**

1. THIS ANNEXATION MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH OR PLAN TO DETERMINE TITLE OR CASHED UP RECORDS. THIS MAP DOES NOT PURPORT TO REPRESENT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BOUNDARY SETBACK LINES; RETENTION OF EASEMENTS; SUBDIVISION RECORDS; RECORDS OF OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT AN ACCURATE AND COMPLETE TITLE SEARCH MAY DISCLOSE.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS MAP WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IT HAS BEEN LITIGATED IN THIS MAP THAT ANY DEFECT IN THIS SURVEY BE COMPLETED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THE PURPOSE OF THIS MAP IS TO GRAPHICALLY PORTRAY THE RELATIONSHIP OF THE LAND PROPOSED FOR ANNEXATION TO THE CURRENT TOWN OF CRESTED BUTTE LIMITS.
4. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
5. BARS OF BEARING: THE DERIVED BEARING OF 89°46'51" ALONG THE SOUTH LINE OF SECTION 35 BETWEEN A FOUND GLO BRASS CAP ON IRON PIPE BENT TOWARDS THE SOUTH WITH A SPIKE NAIL ON NORTH SIDE AND A FOUND PIPE WITH A 3/4" ALUMINUM CAP STAMPED "16 19400" AS SHOWN HEREON, COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983 (NAD83); ALL BEARINGS SHOWN HEREON ARE RELATIVE THEREIN.
6. ANY PERSON WHO KNOWLEDGELY PROVIDES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR SUBDIVISION MONUMENT OR ACCORDING TO CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-6-306.
7. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
8. DATE OF FIELD WORK: 12/09/2017-12/12/2017 (S. HANAWAY)
9. THE WORD "VERIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR SUBSTANCE, EXPRESSED OR IMPLIED.
10. THIS IS NOT A REAL SURVEY PLAN OR "INTERIM SURVEY PLAN" AND THIS CENTER IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY THE CLIENT.

**Parcel Description**

A PARCEL OF LAND, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35 TO BEAR SOUTH 89°44'51" EAST, A DISTANCE OF 2850.81 FEET; BETWEEN A FOUND GLO BRASS CAP ON IRON PIPE BENT OVER TOWARDS SOUTH WITH SPIKE NAIL ON NORTH SIDE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND A FOUND PIPE WITH 3/4" ALUMINUM CAP "16 19400" AT THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SAID SOUTHWEST CORNER OF SECTION 35, THENCE ALONG THE SAID SOUTH LINE OF SECTION 35, SOUTH 89°44'51" EAST, A DISTANCE OF 130.17 FEET TO THE SOUTHWEST CORNER OF APERTURE AND TO THE POINT OF BEGINNING;

THENCE NORTH 00°58'39" EAST, A DISTANCE OF 117.71 FEET; THENCE 155.76 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 441.20 FEET, AND AN INTERIOR ANGLE OF 123°53", SUBTENDED BY A CHORD BEARING NORTH 17°10'37" EAST, A DISTANCE OF 154.98 FEET; THENCE NORTH 40°34'37" EAST, A DISTANCE OF 238.91 FEET; THENCE NORTH 41°04'08" EAST, A DISTANCE OF 207.37 FEET; THENCE NORTH 35°49'23" EAST, A DISTANCE OF 88.19 FEET; THENCE NORTH 38°49'22" EAST, A DISTANCE OF 185.49 FEET; THENCE NORTH 47°11'16" EAST, A DISTANCE OF 116.48 FEET; THENCE SOUTH 89°01'00" EAST, A DISTANCE OF 847.29 FEET; THENCE SOUTH 19°37'46" EAST, A DISTANCE OF 77.29 FEET; THENCE SOUTH 31°49'10" EAST, A DISTANCE OF 178.03 FEET; THENCE SOUTH 38°17'42" EAST, A DISTANCE OF 68.67 FEET; THENCE SOUTH 39°17'42" EAST, A DISTANCE OF 43.48 FEET; THENCE SOUTH 51°38'53" EAST, A DISTANCE OF 17.47 FEET; THENCE SOUTH 51°38'53" EAST, A DISTANCE OF 23.23 FEET; THENCE SOUTH 41°07'26" EAST, A DISTANCE OF 67.35 FEET; THENCE SOUTH 85°50'06" EAST, A DISTANCE OF 620.66 FEET TO A NORTHEASTERLY CORNER OF TRACT 1, OVER SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT 1 SOUTH 61°56'55" WEST, A DISTANCE OF 31.95 FEET; THENCE NORTH 73°51'14" WEST, A DISTANCE OF 391.57 FEET; THENCE SOUTH 81°58'53" WEST, A DISTANCE OF 820.66 FEET; THENCE ALONG THE WEST LINE OF TRACT 1, OVER SUBDIVISION SOUTH 09°57'13" WEST, A DISTANCE OF 226.26 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°02'47" WEST, A DISTANCE OF 400.36 FEET; THENCE SOUTH 00°57'12" WEST, A DISTANCE OF 15.18 FEET; THENCE NORTH 88°44'53" WEST, A DISTANCE OF 17.92 FEET TO THE POINT OF BEGINNING.

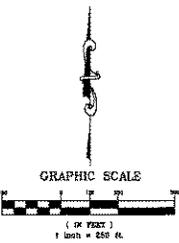
SAID PARCEL CONTAINING 616,663 SQ.FT. OR 14.16 ACRES, MORE OR LESS.

**Boundary Closure Report**

COURSE: S00°58'39"E	LENGTH: 117.71'
COURSE: N00°58'39"E	LENGTH: 155.76'
COURSE: N00°58'39"E	RADIUS: 441.20'
DELTA: 02013'31"	
CHORD: 154.98'	
COURSE: N41°04'08"E	LENGTH: 238.91'
COURSE: N41°04'08"E	LENGTH: 207.37'
COURSE: N35°49'23"E	LENGTH: 88.19'
COURSE: N35°49'23"E	LENGTH: 185.49'
COURSE: N47°11'16"E	LENGTH: 116.48'
COURSE: S89°01'00"E	LENGTH: 847.29'
COURSE: S19°37'46"E	LENGTH: 77.29'
COURSE: S31°49'10"E	LENGTH: 178.03'
COURSE: S38°17'42"E	LENGTH: 68.67'
COURSE: S39°17'42"E	LENGTH: 43.48'
COURSE: S51°38'53"E	LENGTH: 17.47'
COURSE: S51°38'53"E	LENGTH: 23.23'
COURSE: S41°07'26"E	LENGTH: 67.35'
COURSE: S85°50'06"E	LENGTH: 620.66'
COURSE: S81°58'53"W	LENGTH: 31.95'
COURSE: N73°51'14"W	LENGTH: 391.57'
COURSE: N73°51'14"W	LENGTH: 820.66'
COURSE: S09°57'13"W	LENGTH: 226.26'
COURSE: N89°02'47"W	LENGTH: 400.36'
COURSE: S00°57'12"W	LENGTH: 15.18'
COURSE: N88°44'53"W	LENGTH: 17.92'

PERIMETER: 3998.2'  
 AREA: 616663.90 FT.  
 ERROR CLOSURE: 0.01  
 ERROR NORTH: 0.004  
 ERROR EAST: 0.000

PRECISION: 1:399736

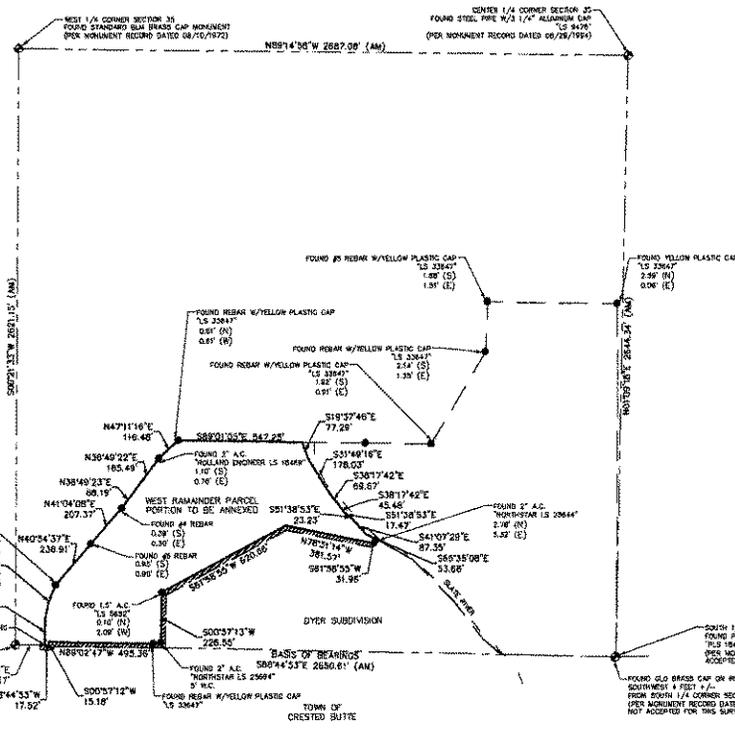


**Contiguity**

TOTAL PERIMETER.....	3998.2'
1/6TH PERIMETER.....	666.4'
PERIMETER CONTIGUOUS TO TOWN LIMITS.....	1788.8'

**Legend**

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- (AM) AS MEASURED AT TIME OF SURVEY
- ▨ CURRENT LIMITS OF THE TOWN OF CRESTED BUTTE
- NEW LIMITS OF THE TOWN OF CRESTED BUTTE



ANNEXATION MAP

---

**FLATRONS, INC.**  
 Surveying, Engineering & Geomatics  
 8555 FIFTH AVENUE, SUITE 305, BOULDER, CO 80504  
 TEL: (303) 441-3800 FAX: (303) 441-3800  
 WWW.FLATRONS.COM

---

**DRAFT**  
 WORKING COPY ONLY. NOT FOR CONSTRUCTION

---

**Surveyor's Certificate**

I, JOHN B. CLAYTON, A FULLY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATRONS, INC., THAT THIS ANNEXATION MAP OF THE ABOVE DESCRIBED LAND WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE ON APRIL 25, 2017 AND THAT AT LEAST 1/6TH OF THE TOTAL PERIMETER OF THAT LAND TO BE ANNEXED IS CONTIGUOUS TO THE EXISTING TOWN OF CRESTED BUTTE LIMITS.

JOHN B. CLAYTON, COLORADO P.L.S. #16406  
 CHAIRMAN & CEO, FLATRONS, INC.

---

**DRAFT**

WORKING COPY ONLY. ONLY FINAL VERSION WILL HAVE STAMP AND SIGNATURE

JOB NUMBER: 17-70453  
 DATE: 11-09-2019  
 DRAWN BY: N. PERSEJA, MANROBOLD  
 CHECKED BY: DCJ  
 SHEET 1 OF 1

EXHIBIT B

February 26<sup>th</sup>, 2019

**VIA ELECTRONIC AND UNITED STATES MAIL**

Town of Crested Butte  
c/o Dara MacDonald, Town Manager  
Post Office Box 39  
Crested Butte, Colorado 81224  
[dmacdonald@crestedbutte-co.gov](mailto:dmacdonald@crestedbutte-co.gov)

***Re: Authorization Letter Agreement for the Town of Crested Butte (the “Town”) to Complete and Submit a Formal Annexation Petition Pursuant to Section 15-1-60 of the Town Code on behalf of Cypress Foothills, LP (“Cypress”) (the “Formal Annexation Petition Authorization Letter”)***

Dear Ms. MacDonald,

As you know, Cypress and the Town entered into that certain Pre-Annexation Agreement, dated February 16<sup>th</sup>, 2016, and recorded in the Office of the Gunnison County Clerk and Recorder at Reception Number 638399. This Pre-Annexation Agreement was subsequently amended twice: first, in the Amendment to Pre-Annexation Agreement dated December 7<sup>th</sup>, 2016, and recorded in the Office of the Gunnison County Clerk and Recorder at Reception Number 643828; and second, in the Second Amendment to Pre-Annexation Agreement, dated September 7<sup>th</sup>, 2018, and recorded in the Office of the Gunnison County Clerk and Recorder at Reception Number 656557. The Pre-Annexation Agreement, as amended, is referred to herein as the “Agreement.”

The Agreement contemplated the development of certain property owned by Cypress adjacent to the Town’s public works yard. The Property is bisected by the Slate River, and has been divided into a West Parcel and an East Parcel.<sup>1</sup> The East Parcel was developed through the County. The Agreement contemplates the annexation of the West Parcel into the Town of Crested Butte. The West Parcel is legally described on **Exhibit A** hereto.

With respect to the annexation of the West Parcel, the Agreement specifically provides in paragraph 6.4.1 that:

*Following the Requisite Approval from the County, Applicant shall file an annexation petition pursuant to Chapter 15 of the Town Code seeking to annex the West Parcel. The Town shall, as soon as practicable, initiate and process to completion the master planning, annexation, zoning and subdivision processes for the West Parcel consistent with this Agreement. The Town shall consult with Applicant, and Applicant shall cooperate with, the Town’s planning, annexation, zoning and subdivision of the West Parcel, including but not limited to providing the Town all engineering, surveys, and other non-privileged materials related to the Subject*

<sup>1</sup> Capitalized terms used herein and not otherwise defined shall have the same meaning as in the Agreement.

*Property already in Applicant's possession, custody, or control. However, except as otherwise set forth herein, the completion of these processes for the West Parcel shall be the primary responsibility of, and at the sole cost and expense of, the Town, and all costs to Applicant shall be waived.*

Agreement, at ¶ 6.4.1.

Cypress has provided the Town with all engineering, surveys, and other non-privileged materials related to the Subject Property already in Applicant's possession, custody, or control.

Pursuant to a prior authorization letter provided by Cypress to the Town, the Town completed and submitted a concept annexation request on Cypress's behalf pursuant to section 15-1-50 of the Town Code. The Town Council approved this concept annexation request at its January 22<sup>nd</sup>, 2018 meeting, thereby authorizing the filing of a formal annexation petition.

Since the annexation of the West Parcel and activities related thereto are the primary responsibility of, and at the sole cost and expense of, the Town, the purpose of this Formal Annexation Petition Authorization Letter is to allow the Town to initiate and prosecute to completion the formal annexation process on Cypress's behalf, in order to minimize costs and expense of third-party consultants, for which the Town is financially responsibility under paragraph 6.4.1 of the Agreement.

However, section 31-12-107 of the Colorado Revised Statutes and section 30(1)(b) of article II of the state constitution require Cypress, as the owner of the West Parcel, to actually sign the formal annexation petition. Cypress agrees to sign the formal annexation petition subject to the following conditions:

1. Cypress is given a reasonable opportunity to review and approve the formal annexation petition before signing it.
2. The formal annexation petition shall be consistent with the Agreement.
3. The formal annexation petition shall incorporate, and request approval of, the lot configurations for the six residential lots to be retained by Cypress on the West Parcel as shown on **Exhibit B** hereto (the "Residential Lots").
4. The Residential Lots are unique and located adjacent to wetlands. As such, the subdivision of the Residential Lots cannot be done consistent with any of the Town's existing zoning districts. Applicant and the Town desire to allow for the subdivision of the Residential Lots in a manner that minimizes impacts on wetlands and maximizes the

area and dimensions of the building envelopes on the six lots, as well as the design flexibility of the lot layouts, while maintaining FAR limits consistent with the existing R1D zoning district within Town. Accordingly, the formal annexation petition shall request that the Town create, and the Town shall use its best efforts to create, a new residential zoning district for the Residential Lots in order to achieve the foregoing goals.

5. Pursuant to paragraph 6.2 of the Agreement, “[n]o activities related to the West Parcel, including but not limited to its planning, annexation, zoning, subdivision and development shall delay Applicant’s construction of road and utility infrastructure (including but not limited to the construction of [Pyramid Avenue]) necessary to sell residential lots approved by the County on the East Parcel . . . .”
6. Similarly, paragraph 6.4.1.6.A of the Agreement, provides that the “Landscape Maintenance Agreement is the only remaining condition precedent to [Cypress]’s right to commence construction on the River Trail and the landscaping and fencing associated therewith.” Cypress and the Town entered into the Landscape Maintenance Agreement (formally the “Landscape Maintenance, License, and Easement Agreement) on November 1<sup>st</sup>, 2018, which agreement is recorded in the Office of the Gunnison County Clerk and Recorder at Reception Number 657206. Consequently, Cypress is now entitled to commence construction on the River Trail and landscaping and fencing associated therewith without any additional conditions or requirements, provided such construction is consistent with the Town’s construction season limitations.

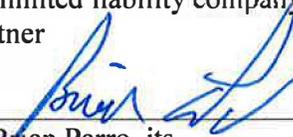
Subject to compliance with the foregoing conditions, this Formal Annexation Petition Authorization Letter extends to those steps necessary for the Town, on Cypress’s behalf, to initiate and prosecute to completion the formal annexation petition pursuant to and in accordance with sections 15-1-60, 15-1-70, and 15-1-80 of the Town Code. A signed General Development Application Form is attached hereto as **Exhibit C**.

Finally, Cypress and the Town recognize, as reflected in paragraph 6.4.1.7 of the Agreement that the annexation and development of the West Parcel is unique and is unlikely to fit neatly into each and every one of the more formulaic requirements of the Town’s annexation and subdivision provisions. The Town Code affords the Town Council the flexibility necessary to annex and develop the West Parcel consistent with this Agreement and in the best interest of the Town’s citizens. *See, e.g.*, § 15-1-60(a)(10) & (b)(2)(d); § 15-1-70(a)(3) & (b)(1); § 15-1-80(b)(7) & (b)(14).

February 26<sup>th</sup>, 2019  
Dara MacDonald  
Formal Annexation Petition Authorization Letter  
Page 4 of 4

CYPRESS FOOTHILLS, LP,  
a Texas limited partnership

By: CYPRESS FOOTHILLS, GP, LLC,  
a Delaware limited liability company, its  
General Partner

By:   
\_\_\_\_\_  
Brian Parro, its  
Chief Financial Officer  
and Vice President

Acknowledged, agreed, and accepted by:

TOWN OF CRESTED BUTTE, a Colorado home rule municipal corporation

By:

\_\_\_\_\_  
Dara MacDonald, Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

Exhibits (3)

**EXHIBIT A****Legal Description (West Parcel):**

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point on the westerly boundary of Trampe Parcel described in Book 516 Page 494 also being on the easterly right of way line of County Road 317 (Gothic Road) as recorded at Reception No. 00119 and being on the south line of the SW1/4 of said Section 35 from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 130.05 feet; thence S89°43'49"E a distance of 17.52 feet to a point on the westerly line of the Dyer Subdivision as recorded at Reception No.497990; thence along the westerly, northerly and easterly lines of said Dyer Subdivision the following six (6) courses:

- 1) N00°01'42"W a distance of 15.19 feet,
- 2) N89°58'18"E a distance of 495.36 feet,
- 3) N00°01'42"W a distance of 226.55 feet,
- 4) N61°00'00"E a distance of 620.66 feet,
- 5) S79°30'09"E a distance of 381.57 feet,
- 6) N61°00'00"E approximately 31.96 feet to the high water line of the Slate River; thence more or less along the wetland boundary on the southerly bank of the Slate River the following six (6) courses:

- 1) N66°34'01"W a distance of 53.68 feet,
- 2) N42°06'22"W a distance of 87.35 feet,
- 3) N52°37'46"W a distance of 40.69 feet,
- 4) N39°16'35"W a distance of 115.15 feet,
- 5) N32°48'09"W a distance of 178.03 feet,
- 6) N20°36'39"W a distance of 77.30' to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 22 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 547.26 feet to a point on the easterly right of way line of County Road 317 (Gothic Road); thence along said easterly right of way line as described in deeds recorded at Reception No.474960 and 474961 the following five (5) courses:

- 1) S46°12'21"W a distance of 116.48 feet,
- 2) S35°50'27"W a distance of 185.49 feet,
- 3) S35°50'28"W a distance of 88.19 feet,
- 4) S40°05'13"W a distance of 207.37 feet,

5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning.

Said Parcel as described above contains 14.157 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

Exhibit B



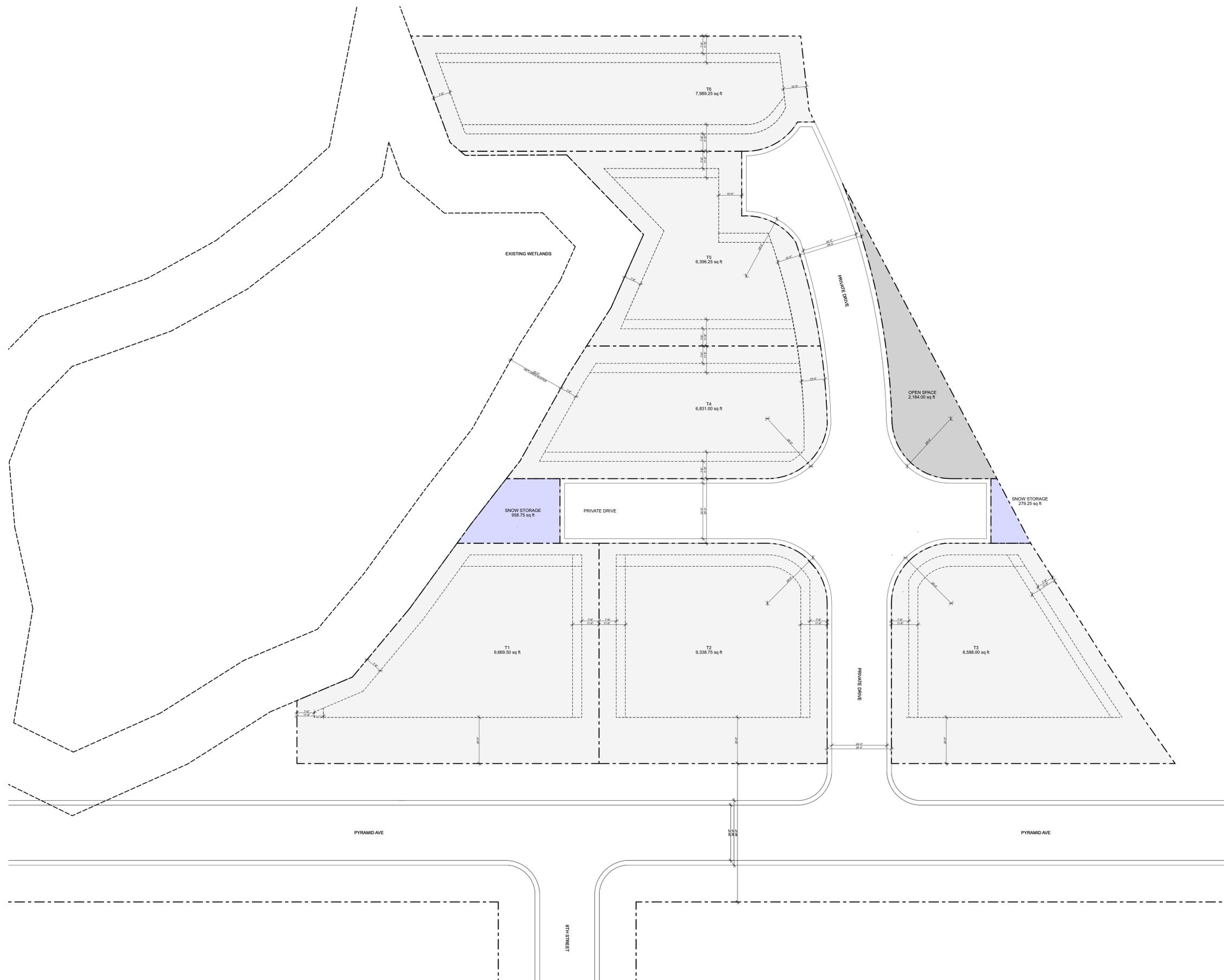
Aspen:  
715 West Main Street, #204  
Aspen, Colorado 81611

Basalt:  
104 Midland Ave, #202  
Basalt, CO 81612

forumphi.com  
p: 970.279.4157  
f: 866.770.5585

**TOWNSITE LAYOUT**  
Crested Butte CO

DATE OF PUBLICATION	1/21/19
PROJECT NO:	1813.00
DRAWN BY:	IS
COPYRIGHT	FORUM PHI LLC



**PROPOSED SITE PLAN OPTION A**  
SCALE: 1" = 20'



PROPOSED SITE PLAN

**A-001**



# GENERAL DEVELOPMENT APPLICATION

PO Box 39  
 Crested Butte, CO 81224  
 Phone: 970-349-5338  
 Email: myerman@crestedbutte-co.gov

## 1. TYPE OF APPLICATION (Check-off as appropriate)

- |   |   |
|---|---|
| <input type="checkbox"/> Concept Annexation                           | <input type="checkbox"/> Water/Waste Water Outside Town Boundary Connection |
| <input checked="" type="checkbox"/> Formal Annexation Petition Review | <input type="checkbox"/> Watershed Permit                                   |
| <input type="checkbox"/> Sketch Plan                                  | <input type="checkbox"/> Other: _____                                       |
| <input type="checkbox"/> Preliminary Plan                             |   |
| <input type="checkbox"/> Final Subdivision Plan Review                |   |

## 2. GENERAL DATA (To be completed by the applicant)

**A. Applicant Information**

Name of Applicant: Cypress Foothills, LP, Attention: Cameron Aderhold  
 Mailing Address: 8343 Douglas Avenue, Suite 200, Dallas, Texas 75225  
 Telephone Number: 214-561-8877 FAX: 214-283-1600  
 Email Address: cameron.aderhold@cypressequities.com  
 Power of Attorney/ Authorized Representative: Letter Enclosed  
 (Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)

---

**B. Site Data**

Name of Development: West Remainder Parcel, Aperture, According To The Plat Thereof Recorded August 1, 2017 Under Reception Number 648057, TBD Title Commitment Enclosed  
 Street Address: TBD, Crested Butte, CO 81224  
 Legal Description: Lot N/A Block N/A Subdivision See above (attach description)  
 Disclosure of Ownership: List all owners' names, mortgages, liens, easements, judgments, contracts and agreements that run with the land. (May be in the form of a current certificate from a title insurance company, deed, ownership and encumbrance report, attorney's opinion, or other documentation acceptable to the Town Attorney)

I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent *[Signature]* Date 2/26/2019

Signature of property owner *[Signature]* Date 2/26/2019

Town of Crested Butte  
Attn. Dara MacDonald  
P.O. Box 39  
Crested Butte, CO 81224

*Re: Authorization of Cypress Foothills, LP, a Texas limited partnership, for Law of the Rockies, LLC, Schmueser Gordon Meyer, Inc., and Cameron Aderhold, To Act On Its Behalf With Respect To The Formal Request To Annex The West Parcel*

To whom it may concern:

Please be advised that Cypress Foothills, LP, a Texas limited partnership ("Cypress") hereby authorizes: (1) Law of the Rockies, LLC, including but not limited to attorney Marcus J. Lock; (2) Schmueser Gordon Meyer, Inc., including but not limited to engineer Tyler Harpel; and (3) Cameron Aderhold to act on its behalf with respect to its formal application and request to annex the West Parcel into with the Town of Crested Butte, Colorado.

Mr. Lock shall act as the primary contact and representative of Cypress with respect to said request and application. His contact information is:

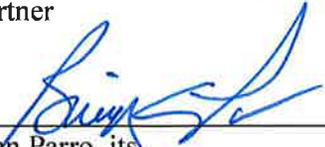
Marcus J. Lock  
Law of the Rockies  
525 North Main Street  
Gunnison, Colorado 81230  
Tel: 970-641-1903, ext. 2  
Fax: 970-641-1943  
[mlock@lawoftherockies.com](mailto:mlock@lawoftherockies.com)

Cypress hereby consents to the submittal of such application and request by the above designated representatives for the West Parcel, which is more particularly described on **Exhibit A** hereto.

Sincerely,

CYPRESS FOOTHILLS, L.P.,  
a Texas limited partnership

By: CYPRESS FOOTHILLS, GP, LLC,  
a Delaware limited liability company, its  
General Partner

By:   
\_\_\_\_\_  
Brian Parro, its  
Chief Financial Officer and Vice President

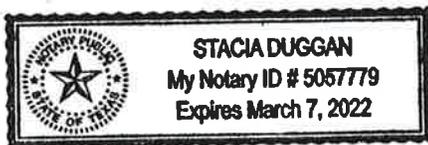
STATE OF TEXAS            )  
  )ss.  
COUNTY OF DALLAS        )

The foregoing letter was acknowledged before me this 26<sup>th</sup> day of February 2019, by Brian Parro, as Chief Financial Officer and Vice President of Cypress Foothills GP, LLC which is the General Partner of Cypress Foothills, LP.

Witness my hand and official seal.

My commission expires: 3-7-22

Stacia Duggan  
Notary Public



**EXHIBIT A****Legal Description (West Parcel):**

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point on the westerly boundary of Trampe Parcel described in Book 516 Page 494 also being on the easterly right of way line of County Road 317 (Gothic Road) as recorded at Reception No. 00119 and being on the south line of the SW1/4 of said Section 35 from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 130.05 feet; thence S89°43'49"E a distance of 17.52 feet to a point on the westerly line of the Dyer Subdivision as recorded at Reception No.497990; thence along the westerly, northerly and easterly lines of said Dyer Subdivision the following six (6) courses:

- 1) N00°01'42"W a distance of 15.19 feet,
- 2) N89°58'18"E a distance of 495.36 feet,
- 3) N00°01'42"W a distance of 226.55 feet,
- 4) N61°00'00"E a distance of 620.66 feet,
- 5) S79°30'09"E a distance of 381.57 feet,
- 6) N61°00'00"E approximately 31.96 feet to the high water line of the Slate River; thence more or less along the wetland boundary on the southerly bank of the Slate River the following six (6) courses:

- 1) N66°34'01"W a distance of 53.68 feet,
- 2) N42°06'22"W a distance of 87.35 feet,
- 3) N52°37'46"W a distance of 40.69 feet,
- 4) N39°16'35"W a distance of 115.15 feet,
- 5) N32°48'09"W a distance of 178.03 feet,
- 6) N20°36'39"W a distance of 77.30' to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 22 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 547.26 feet to a point on the easterly right of way line of County Road 317 (Gothic Road); thence along said easterly right of way line as described in deeds recorded at Reception No.474960 and 474961 the following five (5) courses:

- 1) S46°12'21"W a distance of 116.48 feet,
- 2) S35°50'27"W a distance of 185.49 feet,
- 3) S35°50'28"W a distance of 88.19 feet,
- 4) S40°05'13"W a distance of 207.37 feet,

5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning.

Said Parcel as described above contains 14.157 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.



## Staff Report April 6, 2020

**To:** Mayor Schmidt and Town Council

**Thru:** Michael Yerman, Community Development Director

**From:** Bob Nevins, Town Planner

**Subject:** **Proposed Code Text Amendment to Chapter 16, Article 4 Residential Districts  
New Division 12, R1F Residential District**

**Date:** April 6, 2020

---

### **Purpose:**

To review the proposed R1F Residential District zoning code text amendment. Town Council, by a majority vote, may set a public hearing to further consider and potentially adopt the proposed text amendment to Chapter 16, Article 4 Residential Districts of the Code.

### **1.0 Background:**

A basis for this Code amendment was identified by the Town of Crested Butte and Cypress, LLC during preparation of the Pre-Annexation Agreements. In the **Second Amendment to the Pre-Annexation Agreement**, recorded as Reception No. 656557 on 10/10/2018, Section 6.4.1.1. reads: *“The Applicant Retained Lands (T1-T6) shall be subdivided into no less than six (6) lots. The Applicant Retained Lands are unique and located next to wetlands. As such, the subdivision of the Applicant Retained Lands into six (6) usable lots cannot be done within one of the Town’s existing zone districts. Applicant and the Town desire to allow for the subdivision of the Applicant Retained Lands in a manner that minimizes the impact on the wetlands and maximizes the area and dimensions of the building envelopes on the six (6) lots, as well as the design flexibility of the lot lay-outs, while maintaining FAR limits consistent with the existing RID zoning district within Town. Accordingly, the Town will use its best efforts to create a new residential zoning district for the Applicant Retained Lands to achieve the goals set forth in this section.”* The proposed, new R1F Residential District standards are contained in the Ordinance.

### **2.0 BOZAR Recommendation:**

At a regular meeting on March 26, 2019, the Board of Zoning and Architectural Review (BOZAR) reviewed and discussed the proposed amendment to Chapter 16, Article 4 of the Code. Board members were generally supportive of the proposal citing that it provides necessary standards for the development of single-family residences. BOZAR voted to recommend approval of this amendment to Town Council. No written or oral public comments were presented at the meeting.

### **3.0 Application:**

In accordance with Code Section 16-23-30 Application (a) Any application for an amendment of this

Chapter shall contain the following information; the Code requirements are shown below in *italics*, followed by Town staff's response:

(1) *“A legal description of any land to be rezoned, together with a diagram drawn to scale showing the boundaries of the area requested to be rezoned.”*

**Response:** This application is requesting a text amendment to Chapter 16, Article 4 Residential Districts of the Code (*see* attached Ordinance). A legal description of the land to be zoned R1F Residential and the proposed map amendment to the Town Zoning Map will be included as part of the Slate River Annexation and Final Major Subdivision Plat.

(2) *“A statement of the present zoning and the requested new zoning.”*

**Response:** The Applicant Retained Land, a 1.46 acre parcel, is proposed to be annexed to the Town of Crested Butte as part of the Slate River Subdivision. The land is currently located within unincorporated Gunnison County with no specific zoning designation.

(3) *“A statement of justification for such action, including facts concerning any change of conditions, an error in the original zoning or the unusual or peculiar suitability of a lot to a certain use.”*

**Response:** Annexation requires Town Council to adopt an ordinance that zones the property. Unlike the typical Blocks and Lots within the historic Town-grid, the Applicant Retained Land within the proposed Slate River Subdivision is an irregularly-shaped parcel that lies between two environmentally sensitive areas, the Slate River riparian area to the east and non-jurisdictional wetland to west. This text amendment to the Code is directed at addressing the certain site-specific considerations and allowing residential development to conform within the neighborhood context.

(4) *“A description of the land and uses thereof within two hundred (200) feet of the boundary lines of the proposed area of change in all directions; and*

**Response:** The lands to the north and to the east of the Applicant Retained Land are to remain within unincorporated Gunnison County. The adjoining lands to the north are undeveloped and being used as natural open space; and the parcel on the east side of the Slate River has been subdivided into single-family lots for residential use. To the south are “remnant” lands (TP8 and TP9) that will be annexed and zoned P-Public for use as open space adjacent to Pyramid Avenue. The Public Works facility is located further to the south and east of Eighth Street within Town limits; a potential public and/or community facility (TP2) south of Pyramid Avenue west of Eighth Street is to be annexed and zoned P-Public. There are two parcels located west of the Applicant Retained Land to be annexed and zoned P-Public. The adjoining parcel (TP7) to the west will be maintained as a wetland area and open space; and the parcel (TP1) further to the west is proposed as a potential site on which to relocate the fire station and emergency services facility.

(5) *“A statement as to the effect that the new zoning or changes would have on adjacent areas or uses.”*

**Response:** The proposed R1F Residential zoning is consistent with terms of the Pre-Annexation Agreements. The subdivision and zoning allows for the development of six (6) single-family homes that would be compatible with the existing and/or future land uses on the adjacent parcels.

*(b) “Any application to create or amend the zoning of a parcel of land containing more than fifty thousand (50,000) square feet of land shall be subject to the requirements set forth in Chapter 17 of this Code and reviewed for approval as a subdivision under said regulations.*

**Response:** This text amendment to the Code is a component of the Annexation and Slate River Major Subdivision application that includes a total of 14.1 acres. The proposed Code amendment specifically pertains to the Applicant Retained Land which contains 1.46 acres (63,597.6 square feet) and proposed to be zoned R1F. The Slate River Subdivision application complies with the Chapter 17 Subdivision and it is being reviewed in accordance those regulations.

#### **4.0 Proposed Text Amendment:**

The proposed text amendment to Chapter 16, Article 4, Division 12-R1F Residential District of the Code is included within the Ordinance. The map amendment to the Town Zoning Map will be addressed comprehensively as part of the Annexation hearing in accordance with Code Sec. 15-1-80(c) Procedure for annexation hearing.

#### **Recommended Motion:**

A council member may make a motion followed by a second “I move to accept the proposed text amendment to Chapter 16, Article 4, Division 12-R1F Residential District as presented and set the public hearing date on May 18, 2020 for consideration and adoption of Ordinance No. \_\_, Series of 2020.”

#### **Attachment:**

Ordinance No. \_\_, Series of 2020

**ORDINANCE NO. 8,**

**SERIES 2020**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL  
AMENDING CHAPTER 16, ARTICLE 4 TO INCLUDE  
DIVISION 12-R1F RESIDENTIAL DISTRICT.**

**WHEREAS**, the Town of Crested Butte, Colorado (“Town”) is a home rule municipality duly and regularly organized and existing as a body corporate and public under the Colorado Constitution and laws of the State of Colorado; and

**WHEREAS**, the Town has the authority to enact and enforce land use regulations pursuant to Article XX of the Colorado Constitution, as implemented through the Town of Crested Butte Charter and Code; and Title 31, Article 23, and Title 20, Article 29, C.R.S.; and

**WHEREAS**, the Town Municipal Code (the “Code”) in Chapter 16, Article 4 currently has zoning provisions for residential districts; and

**WHEREAS**, the Town seeks to create new zoning regulations for low-density residential development along with customary accessory uses for subdivided lots within this district and that provide a transition between the Town and the larger residential lots outside of Town; and

**WHEREAS**, the Town Council referred the staff’s request for proposing the R1F Residential District text amendment to the Board of Zoning and Architectural Review (“BOZAR”); and

**WHEREAS**, BOZAR reviewed the proposed text amendment to Chapter 16, Article 4, Division 12 as part of the Slate River Major Subdivision Sketch Plan review on March 26, 2019 and voted to recommend approval of the text amendment to Town Council; and

**WHEREAS**, the Town Council considered BOZAR’s recommendation and reviewed the proposed regulations pertaining to low-density single-family residential development along with customary accessory uses for annexed land that has been subdivided; and

**WHEREAS**, the Town Council hereby finds that it is in the best interests of the Town to adopt the proposed text amendment to the Code.

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

**Section 1: Chapter 16, Article 4 Residential Districts.** Chapter 16, Article 4 Residential Districts is hereby amended to include Division 12-R1F Residential District.

**Section 2: Chapter 16, Article 4, Division 12-R1F Residential District.** Division 12-R1F Residential District of the Code is to hereby read as follows:

## **Chapter 16, Article 4, Division 12 "R1F" Residential District**

### **Sec. 16-4-1000. - Intent of district.**

The purpose for which this District is created is to provide areas for low-density residential development along with customary accessory uses. The lots in this District provide a transition between the Town and the still larger residential lots outside of Town. Accessory uses naturally and normally incidental to, and exclusively devoted to such primary residential uses are included as conditional uses. It is intended that no more than two (2) units, designed or used for dwelling by a family, shall be allowed on a site. (Ord. \_\_ §1, 2020)

### **Sec. 16-4-1010. - Permitted uses.**

The following uses shall be permitted in the "R1F" District:

- (1) One-family dwelling units.
- (2) Accessory buildings, incidental nonresidential uses, not heated or plumbed.
- (3) Home occupations.
- (4) Attached garages.
- (5) Detached garages as accessory buildings to the principal permitted uses.

(Ord. \_\_ §1, 2020)

### **Sec. 16-4-1020. - Conditional uses.**

The following uses shall be permitted as conditional uses in the "R1F" District:

- (1) Accessory dwellings in conjunction with a one-family dwelling unit.
- (2) Two-family dwelling units.
- (3) Parking areas.
- (4) Accessory buildings, incidental nonresidential uses, heated and/or plumbed.

(Ord. \_\_ §1, 2020)

### **Sec. 16-4-1030. - Lot measurements.**

The following shall be lot measurements for property located in the "R1F" District:

- (1) Minimum lot area: five thousand (5,000) square feet.
- (2) Maximum lot area: eleven thousand four hundred (11,400) square feet.
- (3) Minimum frontage: fifty (50) feet.
- (4) Minimum front yard:
  - a. Public street: twenty (20) feet.
  - b. Private access road: ten (10) feet.
- (5) Minimum side yard: At least seven and one-half (7½) feet, and up to eleven and one-half (11½) feet, dependent upon snow storage and snow shed guidelines.
- (6) Minimum rear yard:
  - a. Principal building: ten (10) feet.
  - b. Accessory building: five (5) feet.
  - c. Wetland setback: seven and one-half (7'-6") feet.

(Ord. \_\_ §1, 2020)

**Sec. 16-4-1040. - Floor areas.**

The following shall regulate measurements for floor areas located in the "R1F" District:

- (1) Minimum floor area: four hundred (400) square feet for each residential unit.
- (2) Maximum floor area:
  - a. Accessory building, including an accessory dwelling, if any: one thousand (1,000) square feet or two-thirds (2/3) of the floor area of the principal building, whichever is smaller.
  - b. Accessory dwelling: one thousand (1,000) square feet of floor area or two-thirds (2/3) of the floor area of the principal building, whichever is smaller.
- (3) Maximum floor area ratio:
  - a. The principal building shall not exceed two thousand eight hundred (2,800) square feet.
  - b. All buildings shall not be larger than three thousand eight hundred (3,800) square feet in the aggregate. (Ord. \_\_ §1, 2020)

**Sec. 16-4-1050. - Building measurements.**

The following shall regulate measurements for buildings located in the "R1F" District:

- (1) Maximum building height:
  - a. Principal building: thirty (30) feet.
  - b. Accessory building: twenty (20) feet or the height of the principal building, whichever is less.
  - c. Accessory dwelling: twenty-four (24) feet or the height of the principal building, whichever is less.
- (2) Maximum building width: thirty-five (35) feet. (Ord. \_\_ §1, 2020)

**Sec. 16-4-1060. - Additional provisions.**

- (a) Primary and accessory residential buildings shall be oriented on a north-south or east-west axis.
- (b) Open space required: fifty percent (50%) of the lot area shall be open, unencumbered and free of any building or structure.
- (c) Minimum exterior wall height shall be seven (7) feet.
- (d) Minimum vertical distance from eave line of roof to the finished grade level shall be six (6) feet.
- (e) Slope of roof shall be a minimum of 4:12. (Ord. \_\_ §1, 2020)

**Section 3. Severability.** If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

**Section 4. Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code shall remain valid and in full force and effect. Any provision of the Code that is in conflict with this ordinance is hereby repealed as of the effective date hereof.

**INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_\_\_ DAY OF APRIL, 2020.**

**ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

**TOWN OF CRESTED BUTTE**

\_\_\_\_\_  
James A. Schmidt, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

[SEAL]



## Staff Report April 6, 2020

**To:** Mayor Schmidt and Town Council  
**Thru:** Michael Yerman, Community Development Director  
**From:** Bob Nevins, Town Planner  
**Subject:** **Proposed Zoning Map Amendments to the Town of Crested Butte Official Zoning Map**  
**Date:** April 6, 2020

---

### **Purpose:**

To review the proposed zoning amendments. Town Council, by a majority vote, may accept the application and set a public hearing to further consider and potentially adopt the proposed map amendments to the Town of Crested Butte Official Zoning Map.

### **1.0 Background:**

The proposed Slate River Major Subdivision contains a total area of 14.16 acres or 616,663 square feet. It is to be annexed and subdivided into nine (9) Town Parcels and one (1) Tract that contains six (6) single-family lots. The Annexation process requires that the land be divided into zoning districts as identified in Sec. 16-3-10 Establishment of zoning districts of the Municipal Code.

### **2.0 BOZAR Recommendation:**

At a regular meeting on March 26, 2019, the Board of Zoning and Architectural Review (BOZAR) reviewed and discussed the proposed zoning for the various Town Parcels and Applicant Retained Tract. Board members were generally supportive of the proposed zoning districts and potential land uses within the Slate River Major Subdivision. BOZAR voted to recommend approval of these zoning map amendments to Town Council. No written or oral public comments were presented at the meeting.

### **3.0 Application:**

In accordance with Code Section 16-23-30 Application (a) Any application for an amendment of this Chapter shall contain the following information; the Code requirements are shown below in *italics*, followed by Town staff's response:

- (1) *"A legal description of any land to be rezoned, together with a diagram drawn to scale showing the boundaries of the area requested to be rezoned."*

**Response:** A legal description of the land to be annexed and zoned is included on the Annexation Map and each of the parcel and tract boundaries are shown the Final Plat of the Slate River Major Subdivision. The amendments to the Town Zoning Map are identified on the Proposed Zoning Map (**Attachment 1**).

(2) *“A statement of the present zoning and the requested new zoning.”*

**Response:** The 14.16 acre parcel is presently not zoned. The land is to be annexed to the Town of Crested Butte, zoned and subdivided as the Slate River Major Subdivision. The requested zoning districts include: (P) Public; (P/OS) Public/Open Space; (R4) Residential; and (R1F) Residential.

(3) *“A statement of justification for such action, including facts concerning any change of conditions, an error in the original zoning or the unusual or peculiar suitability of a lot to a certain use.”*

**Response:** Annexation to the Town of Crested Butte requires Town Council to adopt an ordinance that zones the property. The proposed Slate River Subdivision contains irregularly-shaped parcels that lie between two environmentally sensitive areas, the Slate River riparian area to the east and a non-jurisdictional wetland to west. The zoning map amendments are in accordance with the Annexation Agreement between the Town and Cypress Foothills, LP and they also address certain site-specific considerations and allow potential land uses that are compatible with the existing neighborhood context.

(4) *“A description of the land and uses thereof within two hundred (200) feet of the boundary lines of the proposed area of change in all directions; and*

**Response:** The lands to the north and to the east of the Slate River Major Subdivision are to remain within unincorporated Gunnison County. The adjoining lands to the north are undeveloped and being used as natural open space; and the property on the east side of the Slate River has been subdivided into single-family lots for residential use. The Dyer Subdivision is adjacent to the southeastern boundary and it includes the Public Works facility located further to the south and east of Eighth Street and the Poverty Gulch Townhomes, 10-units of deed-restricted housing, South of Butte Avenue is single- and multi-family residences and the Gas Café, a mixed-use convenience store/café, gas station and second-floor condominiums. To the west of the property within unincorporated Gunnison County are two (2) single-family homes and the Crested Butte Land Trust.

(5) *“A statement as to the effect that the new zoning or changes would have on adjacent areas or uses.”*

**Response:** The proposed zoning is primarily Public (P and P/OS) that allows public uses such as a fire station/emergency services (TP1); public facilities such as a library, museum, health clinic and/or education/learning (TP2); a public works yard, snow storage, sledding hill and/or open space (TP4); and public parks, boat launch, open space and/or environmental areas (TP6A-B, TP 7, TP8 and TP9). The R4 District (TP3 and TP5) allows for duplex, tri-plex and multi-family deed-restricted residential units; and the R1F District (Applicant Retained Tract) permits the development of six (6) single-family homes. The proposed zoning allows for development that includes a balance of public buildings, public open space, environmental areas and recreation, affordable housing units and single-family residences that are compatible with the existing and/or future land uses, scale and character of the adjacent neighborhood and area.

(b) *“Any application to create or amend the zoning of a parcel of land containing more than fifty thousand (50,000) square feet of land shall be subject to the requirements set forth in Chapter 17 of this Code and reviewed for approval as a subdivision under said regulations.*

**Response:** These proposed zoning map amendments to the Town Official Zoning Map are a component of the Annexation and Slate River Major Subdivision application that includes a total of 14.1 acres. The proposed map amendments are consistent with the zoning districts in Chapter 16 of the Code and the Slate River Major Subdivision complies with the Chapter 17 Subdivision and it is being reviewed in accordance those standards.

**4.0 Proposed Map Amendments:**

The proposed map amendments to Town of Crested Butte Official Zoning Map are contained within the Ordinance and graphically depicted on the Proposed Zoning Map.

**Recommended Motion:**

A council member may make a motion followed by a second “I move to accept the proposed zoning map amendments as presented and set the public hearing date on May 18, 2020 for consideration and adoption of Ordinance No. \_\_, Series of 2020.”

**Attachment:**

Ordinance No. \_\_, Series of 2020

Proposed Zoning Map

**ORDINANCE NO. 10**

**SERIES 2020**

**AN ORDINANCE OF THE TOWN OF CRESTED BUTTE TOWN COUNCIL ESTABLISHING THE ZONING DESIGNATIONS FOR THE SLATE RIVER ANNEXATION; AND AMENDING THE TOWN OF CRESTED BUTTE'S OFFICIAL ZONING DISTRICT MAP FOR THE PURPOSE OF INCLUDING THE SLATE RIVER ANNEXATION.**

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

**WHEREAS**, Cypress Foothills, LP, owner/applicant, has submitted a Petition for Annexation to the Town for the purpose of requesting annexation of a tract of land known as the Slate River Subdivision; and

**WHEREAS**, the Town Council of the Town of Crested Butte ("Town Council") adopted a resolution on the 6th day of April, 2020 finding the proposed Slate River Subdivision to be eligible for annexation to the Town of Crested Butte; and

**WHEREAS**, the Town Board of Zoning and Architectural Review has recommended that the zoning designations for properties within the proposed Slate River Annexation be zoned in accordance with the Proposed Zoning Map attached hereto as Exhibit A; and

**WHEREAS**, the Town Council finds that the proposed zoning of the properties within the Slate River Annexation meets the applicable requirements and criteria set forth in the Crested Butte Municipal Code and that the following amendment is in the best interest of the health, safety and welfare of the residents of the Town.

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

**Section 1. Description of Property to be Zoned.** The Slate River Subdivision is legally described as follows:

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point on the westerly boundary of Trampe Parcel described in Book 516 Page 494 also being on the easterly right of way line of County Road 317 (Gothic Road) as recorded at Reception No. 00119 and being on the south line of the SW1/4 of said Section 35 from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 130.05 feet; thence S89°43'49"E a distance of 17.52 feet to a point on the westerly line of the Dyer Subdivision as recorded at Reception No.497990; thence along the westerly, northerly and easterly lines of said Dyer Subdivision the following six (6) courses:

- 1) N00°01'42"W a distance of 15.19 feet,
- 2) N89°58'18"E a distance of 495.36 feet,
- 3) N00°01'42"W a distance of 226.55 feet,
- 4) N61°00'00"E a distance of 620.66 feet,
- 5) S79°30'09"E a distance of 381.57 feet,
- 6) N61°00'00"E approximately 31.96 feet to the high water line of the Slate River; thence more or less along the wetland boundary on the southerly bank of the Slate River the following six (6) courses:

- 1) N66°34'01"W a distance of 53.68 feet,
- 2) N42°06'22"W a distance of 87.35 feet,
- 3) N52°37'46"W a distance of 40.69 feet,
- 4) N39°16'35"W a distance of 115.15 feet,
- 5) N32°48'09"W a distance of 178.03 feet,
- 6) N20°36'39"W a distance of 77.30' to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 22 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 547.26 feet to a point on the easterly right of way line of County Road 317 (Gothic Road); thence along said easterly right of way line as described in deeds recorded at Reception No.474960 and 474961 the following five (5) courses:

- 1) S46°12'21"W a distance of 116.48 feet,
- 2) S35°50'27"W a distance of 185.49 feet,
- 3) S35°50'28"W a distance of 88.19 feet,
- 4) S40°05'13"W a distance of 207.37 feet,
- 5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning.

Said Parcel as described above contains 14.157 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

**Section 2. Amendment of the Official Zoning District Map.** The Code and the official zoning district map of the Town of Crested Butte are hereby amended to include the Slate River Subdivision and the zoning shown on the proposed zoning map attached hereto as Exhibit A.

**Section 3. Severability.** If any section, sentence, clause, phrase, word, or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words, or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

**Section 4. Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town Council that is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

**INTRODUCED AND FIRSTS READ BEFORE THE TOWN COUNCIL THIS \_\_\_\_\_  
DAY OF APRIL, 2020**

**ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND HEARING  
THIS \_\_\_\_\_ DAY OF APRIL, 2020**

TOWN OF CRESTED BUTTE, COLORADO

By \_\_\_\_\_  
James A. Schmidt, Mayor

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk





P.O. Box 5800  
Mt Crested Butte, CO 81225  
(970) 349-6632 Fax: (970) 349-6326

Date: March 30, 2020  
To: Bob Nevins, Crested Butte Town Planner  
From: Todd Carroll, Community Development Coordinator  
Subject: Slate River Annexation & Major Subdivision Final Plan Referral Comments

---

Thank you for the opportunity to comment on the Slate River Annexation & Major Subdivision Final Plan Application. The Mt. Crested Butte Town Council and Mt. Crested Butte Planning Commission have reviewed the plan and have the following comments:

Mt Crested Butte Planning Commission.

- The location of the sledding hill and public boat launch area could create parking issues in the neighborhood and thus off-street parking should be provided in addition to the proposed on-street parking.
- It appears the traffic study looked at the impact of the two proposed subdivisions only and not the bypass that has been created by connecting to Eighth Street. Nobody has even moved in to either subdivision and yet there are already considerable impacts at the Pyramid / Gothic Rd. intersection. Please consider the bypass use, the anticipated emergency vehicles, possible day care traffic, runners, bicycles, pedestrians, UPS, FedEx, etc when designing the intersection.
- Consider a berm or landscaping for the affordable housing on TP3 to buffer the housing from noise and traffic along Gothic Rd (County Rd 317).

Mt Crested Butte Town Council

- The Town Council supports the Mt. Crested Butte Planning Commission comments.
- The Town Council requests that workforce housing projects be considered in collaboration with other projects at the north end of the valley. The Town Council requests that efforts be made to widen the County Rd 317 at the County Rd 317/Pyramid Avenue Intersection.



## Staff Report

April 6, 2020

**To:** Mayor and Town Council

**Prepared By:** Shea Earley, Director of Public Works

**Thru:** Dara MacDonald, Town Manager

**Subject:** **Ordinance No. 11, Series 2020 - An Ordinance of the Town Council of the Town of Crested Butte Authorizing a Potable Water Service Agreement for Lot 8, Trapper's Crossing at Crested Butte, Gunnison County, Colorado**

**Summary:** Ordinance No. 11, Series 2020 authorizes the Town of Crested Butte (Town) to enter into a Potable Water Service Agreement with Thomas M and Pamala L Turnbull (Owners) of Lot 8 at Trapper's Crossing in Gunnison County pursuant to Town Municipal Code 13-1-280. The Code allows the Town to extend extraterritorial water service under certain conditions. In exchange for extending water services and waiving related fees, the Owners will grant the Town an easement for the purpose of installing the Town Pipeline and associated infrastructure.

**Background:** The Town's intent is to secure a 15 c.f.s. municipal water right "Crested Butte Town Pipeline" from the Slate River that was initially decreed in 1974. In 2018, the Town acquired an easement from Ruby Ridge LLC for the purpose of installing the Town Pipeline. The Ruby Ridge Easement in conjunction with proposed Turnbull Easement would constitute the final easement needed to install the Town Pipeline. Furthermore, this easement would satisfy the due diligence requirement, as part of our Crested Butte Town Pipeline conditional water right case.

**Financial Impact:** By approving the extension of extraterritorial water service and subsequently acquiring the utility easement, the Town would no longer have to condemn property to obtain the necessary land to construct the Town Pipeline and associated infrastructure.

**Recommendation:** Staff recommends setting Ordinance No.11, Series 2020 for public hearing at the April 6, 2020 Council Meeting.

**Proposed Motion:** I move to set Ordinance No. 11, Series 2020 for public hearing at the April 6, 2020 Council Meeting.

**Attachments:**

Ordinance No. 11, Series 2020

Exhibit A – Potable Water Service Agreement

Easement Agreement

Exhibit A - Turnbull Property Legal Description

Exhibit B – Lot 8 Map

Figure 1 – Lot 8 Town of CB Proposed Pipeline

Request Letter from Turnbull

Exhibit A – Turnbull Property Legal Description

Exhibit B – Title Commitment

**ORDINANCE NO. 11****SERIES 2020****AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE AUTHORIZING A POTABLE WATER SERVICE AGREEMENT FOR LOT 8, TRAPPER'S CROSSING AT CRESTED BUTTE, GUNNISON COUNTY, COLORADO**

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

**WHEREAS**, the Town Code § 13-1-280(e)(5) authorizes the Town to provide at its sole discretion extraterritorial water service by written agreement; and

**WHEREAS**, Turnbull, the owner of property located outside the Town limits and legally described as Lot 8, Trapper's Crossing at Crested Butte, Gunnison County ("Property") desires to connect the Property to the Town water system and receive potable water service from the Town at some future point; and

**WHEREAS**, the Town has agreed to provide potable water service to the Property pursuant to the terms and conditions of the Potable Water Service Agreement between the Town and Turnbull attached as **Exhibit A** to this Ordinance ("Potable Water Agreement") in exchange for Turnbull granting an easement for installation and operation of the Crested Butte Town Pipeline on the Property ("Easement"); and

**WHEREAS**, the grant of the Easement confers substantial public benefits to the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO.**

**Section 1.** The Town Council hereby authorizes the provision of extraterritorial water service to the Property and expressly waives the system availability fee, tap fee and costs and expenses pursuant to the Potable Water Service Agreement.

**Section 2.** The Mayor is authorized to execute the Potable Water Service Agreement.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_\_ DAY OF \_\_\_\_\_, 2020

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

TOWN OF CRESTED BUTTE, COLORADO

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

James A. Schmidt, Mayor

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

[SEAL]

**POTABLE WATER SERVICE AGREEMENT**

THIS POTABLE WATER SERVICE AGREEMENT ( "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the TOWN OF CRESTED BUTTE, a Colorado home rule municipality ("Town"); and THOMAS M. AND PAMALA L. TURNBULL, individuals, whose address is P.O. Box 849, Hotchkiss, CO 81419 ("Turnbull") (collectively, the Town and Turnbull are referred to in this Agreement as the "Parties").

**Recitals**

- A. The Town is a home rule municipality duly and regularly organized and validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado.
- B. The Town owns and operates the Town of Crested Butte water system ("Town Water System") in accordance with the laws of the State of Colorado, and in accordance with the Crested Butte Home Rule Charter and Crested Butte Municipal Code ("Town Code"), and various other Town ordinances, rules, regulations, policies, and resolutions. This Agreement is entered into in conformity with and subject to such charter, Town Code, ordinances, rules, regulations, policies, and resolutions.
- C. The Town has in place certain requirements for the extension of water service and associated systems outside the Town's boundaries codified in Section 13-1-280 of the Town Code. Pursuant to Town Code § 13-1-280(e)(5), the Town may provide extraterritorial water service by written agreement.
- D. Turnbull has acquired title to the real property located at 123 Meadow Drive, Gunnison County Parcel No. 3177-000-01-007 ("Turnbull Property"). The Turnbull Property is legally described in attached **Exhibit A** as Lot 8, Trapper's Crossing at Crested Butte, according to the Trappers Crossing Plat, and is located outside the Town's municipal boundaries.
- E. The Town Water System includes a potable water line that is located, in part, on the Turnbull Property.
- F. Turnbull desires to connect to the Town Water System on the Turnbull Property and receive potable water service from the Town at some future point.
- G. The Town is willing and able to provide potable water service to the Turnbull Property pursuant to the terms and conditions of this Agreement and in exchange for Turnbull simultaneously entering into an associated Easement Agreement between the Parties. The Easement Agreement governs a grant of easement from Turnbull to the Town for installation and operation of a pipeline on the Turnbull Property for the Crested Butte Town Pipeline conditional water right ("Town Pipeline") decreed to the Town on April 19, 1974 in Case No. W-2084, Division 4 Water Court.

H. The Town has determined that this Agreement and all covenants in this Agreement are necessary to comply with the Town Code and other policies. By entering into this Agreement, the Town is *not* representing that it is a regulated public utility or holding itself out to the public in general as capable of or intending to provide water service extraterritorially.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

### Agreement

1. Water Service to Turnbull Property. The Town shall provide potable water service to the Turnbull Property in the form of two (2) Town Water System taps. The first tap may serve one (1) primary single-family residence with up to 5,000 square-feet of gross residential floor area (“GRFA”), and the second tap may serve one (1) guest house, which may be either attached to or detached from the single-family residence, with up to 1,500 square-feet of GRFA. The two taps may collectively provide a maximum amount of 0.91 acre-foot of potable water per year subject to the terms and conditions of this Agreement. This amount is based on 0.59 acre-foot of water per year for indoor use (525 gallons per day) at the 5,000 square-foot single-family residence and 0.177 acre-foot of water per year for indoor use (160 gallons per day) at the 1,500 square-foot guest house. It also includes up to 0.143 acre-foot of water per year to irrigate up to 2,500 square feet of outdoor lawns and gardens.

1.1 Limitations on Provision of Potable Water Service. This Agreement is solely for the supply of potable water service as described in this Section 1, and does not authorize any other expansion or extensions of uses, connections, or service. The Town’s water supply is dependent upon sources that are variable in quantity and quality beyond the Town’s reasonable control. Therefore, no liability shall attach to the Town under this Agreement on account of any failure to accurately anticipate the availability of water supply or on account of an actual failure of water supply due to inadequate runoff, drought, poor quality, failure of infrastructure, or other occurrence beyond the Town’s reasonable control. The Town agrees that it shall not treat actual or potential water users on the Turnbull Property differently than it treats actual or potential water users within the Town’s municipal boundaries except as provided for in this Agreement.

1.2 Irrigation Water Use. Turnbull may elect to irrigate up to 2,500 square feet of lawns and gardens on the Turnbull Property with potable water from the Town under this Agreement. Prior to commencing any such outdoor potable irrigation, Turnbull must verify to the Town that it is in compliance with Town Code § 13-3-10 et al. pertaining to backflow prevention and cross-connection control regulations. Turnbull shall accomplish any and all potable water irrigation in accordance with Town Code § 13-2-40 and the Town’s general water policies.

1.3 Raw Water Use. The Town shall not provide any raw water for irrigation or any other use to the Turnbull Property under this Agreement. However, nothing in this Agreement

shall prevent Turnbull from using or seeking a separate/additional source of raw water supply in accordance with Colorado water law governing the appropriation and use of water. The Parties acknowledge that Turnbull currently owns a well on the Turnbull Property and intend to use the well as the primary water supply to the Turnbull Property for the time being. In addition, nothing in this Agreement shall prevent the Town from taking any action in accordance with Colorado water law that it deems appropriate and necessary to protect its own water rights and supplies should Turnbull seek to change any existing or develop any new raw water rights or supplies on the Turnbull Property at any future point. There shall be no cross-connections between the Town Water System and any raw water supplies or infrastructure on the Turnbull Property. Once Turnbull connects to the Town Water System, Turnbull shall install any necessary backflow prevention devices on any such raw water supplies or infrastructure on the Turnbull Property as required by Town Code § 13-3-10 et al., including but not limited to the backflow assembly described under paragraph 2 below and the inspection, testing, and repair requirements described in Town Code § 13-3-60 and under paragraph 2.3 below. Turnbull is responsible for the proper installation, maintenance, and testing of any requisite backflow prevention devices and for assuring that unprotected cross-connections or structural or sanitary hazards do not exist on the Turnbull Property.

1.4 Rules for Water Use. All provisions in this Agreement are rules and regulations governing the use of water from the Town Water System on the Turnbull Property. Turnbull shall abide by the Town's ordinances, rules, and regulations governing the Town Water System as they apply additionally and equally to all Town Water System users, including but not limited to the Town Code provisions pertaining to conservation measures, curtailment during times of shortage, outdoor watering limitations, elimination of any actual or potential cross-connections, and utilization of water conservation devices. Turnbull agrees to take reasonable efforts to prevent waste of water, as "waste" is defined in the Town Code, on the Turnbull Property.

1.5 Property Rights in Water. All water provided under this Agreement is on a contractual basis for use on the Turnbull Property and all property rights to such water are reserved to the Town. This Agreement does not bestow upon Turnbull any right to make a succession of uses of any potable water provided by the Town, and upon completion of the primary use of potable water on the Turnbull Property, all dominion over such water shall revert in its entirety back to the Town. However, subject to the general prohibition against waste set forth in this Section 1, Turnbull shall have no obligation to create any particular volume of return flow from use of the potable water provided under this Agreement. Turnbull shall cooperate with the Town to reasonably measure and report its return flows to the extent that such measuring and reporting are required by the Colorado State Engineer.

2. Connection to Town Water System. Turnbull may connect two water service lines with a maximum size each of one inch (1") to the Town Water System. Turnbull shall bear all expenses associated with installation and construction of the 1" line and all related infrastructure (collectively the "Turnbull Service Lines"). Such infrastructure must include both a backflow prevention assembly and a meter. The backflow prevention assembly and meter are to be located on the Turnbull Property as near as reasonably possible to the point where the Turnbull Service

Line connects to the Town Water System. The Town will provide Turnbull with the appropriate meter at Turnbull's expense. Turnbull shall accomplish all construction and installation work relating to the Turnbull Service Line in a workmanlike manner and in accordance with the engineered plans reviewed and approved by the Town in accordance with Town Code § 13-1-280(d) & (e) and any other applicable sections. Upon completion of the installation, Turnbull's professional engineer shall certify in writing to the Town that the work was accomplished in a workmanlike manner in conformity with the Town approved engineering plans and with the water service line engineering feasibility study and hydraulic analysis called for in Town Code § 13-1-280(d), including but not limited to certification of the adequacy of the backflow prevention assembly.

2.1 Preconstruction documents. Turnbull shall submit to the Town all plans and other documents called for by Town Code § 13-1-280 for review and approval and/or approval with conditions, in a timely manner prior to any construction pursuant to this Agreement.

2.2 Utility Easement. Turnbull shall be responsible at its sole effort and expense for securing or confirming any easements that it needs to connect the Turnbull Property to the Town Water System.

2.3 Inspection, Testing, and Repair. Turnbull shall ensure that the Turnbull Service Line and Property are available to Town representatives for inspection, as authorized in the Town Code, to confirm that the Turnbull Service Line and associated backflow prevention assembly and meter have been constructed and installed in accordance with the Town approved engineering plans and feasibility study, that no cross-connections or other structural or sanitary hazards exist, that no treated municipal water is being used for outdoor irrigation or aesthetic purposes other than as provided in this Agreement, and that Turnbull is in general compliance with all provisions in the Town Code and other Town ordinances, rules, regulations, and policies that govern the Town Water System. Specifically but not exclusively, a certified cross-connection control technician shall test the Turnbull Service Line backflow prevention assembly upon installation, and then once-per-year subsequently, at Turnbull's expense in accordance with Town Code § 13-3-60. If the backflow prevention assembly is ever found to be defective, Turnbull shall repair or replace the device for re-testing.

3. Operation, Maintenance, Cleaning, Repair, and Replacement (collectively "OMR"). Turnbull shall be responsible for all OMR of the Turnbull Service Line and shall accomplish such OMR in a workmanlike manner. In the event that Turnbull plans a major repair or replacement to the Turnbull Service Line, it shall provide the Town with reasonable advance notice of the work to be undertaken and the estimated time of completion. In the event that the Town discovers an emergency situation or condition (such, but not limited to, a pipeline rupture), it shall make all reasonable attempts to promptly notify Turnbull.

4. Sewer Service. This Agreement does not govern extension of the Town's sewer system to the Turnbull Property nor authorize Turnbull to receive municipal sewer services from the Town.

5. Fees and Costs/Expenses. Except as otherwise provided in this Agreement, Turnbull shall pay all fees and other charges required under this Agreement and Town Code § 13-1-280 in a timely manner. Any requisite sum that is not timely paid shall accrue interest at eighteen percent (18%) per annum, or the highest rate allowed by applicable law, whichever is less, commencing on the date such sum becomes due and owing.

5.1 System Development Fees. There are no system development fees within the meaning of Town Code § 13-1-280(E)(4)(h) owed by Turnbull under this Agreement.

5.2 Tap Fees. As partial consideration for this Agreement, the Town waives the tap fee requirement that would otherwise be owed by Turnbull as defined in Town Code § 13-1-280(E)(4)(i).

5.3 Service Fees. Turnbull shall be required to pay service fees for each tap at two times (2X) times the in-town rate in accordance with Town Code § 13-1-280(E)(4)(j).

5.4 Fees and Costs. As partial consideration for this Agreement, the Town waives the costs and expenses requirements that would otherwise be owed by Turnbull and defined in Town Code § 13-1-280(E)(6) that have been incurred by the Town in connection with its provision of potable water service to Turnbull and with transacting this Agreement.

5.5 To the extent the terms of this Agreement conflict with the provisions of the Town Code, the terms of this Agreement shall control. Not by way of limitation, the Town expressly waives any restriction contained in Town Code § 13-1-280(e)(5).

6. Consideration. The Town entering into this Agreement and granting Turnbull consent to connect to the Town Water System is consideration for Turnbull's grant of easement to the Town for construction and installation of a segment of the Town Pipeline on the Turnbull Property pursuant to the associated Easement Agreement between the Parties.

7. Covenant Running with the Land. The recording of this Agreement shall create a covenant running with and for the benefit of the Turnbull Property that restricts all use of potable water delivered to the Turnbull Property through the Town Water System to the terms and conditions of this Agreement and to all other Town Code provisions, ordinances, rules, regulations, and policies that govern the Town Water System as they apply additionally and equally to all Town Water System users. This Agreement shall be fully enforceable on the Turnbull Property as if it were situated entirely inside the Town's municipal boundaries. This Agreement shall further burden and benefit the Turnbull Property and inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

8. Amendment / Termination. Except as provided above, this Agreement may only be amended or terminated in writing signed by both Parties or their successors or assigns. The term of this Agreement shall continue in perpetuity until such termination.



11. Indemnification. Turnbull agrees to indemnify, defend, and hold the Town, and its elected officials, officers, employees, agents, attorneys, insurers, and insurance pools harmless from and against all liability, claims, damages, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with Turnbull's and/or its agents, representatives, or contractors' negligence or intentional misconduct in relation to installation, construction, use, or OMR of the Turnbull Service Pipeline or potable water delivered via the Turnbull Service Pipeline, or from Turnbull's failure to comply with any term or condition of this Agreement. Turnbull agrees to investigate, handle, respond to, and provide defense for and defend against any such liability, claims, or demands at its sole expense, including, without limitation, court costs and attorneys' fees with an attorney of Turnbull's choosing in Turnbull's sole discretion, whether or not any such alleged liability, claims, or demands are found to be groundless, false, or fraudulent.

12. Immunity. Nothing in this Agreement shall be construed to abrogate or diminish any protections and limitations afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended, or any other law.

13. Governing Law; Venue; Attorney Fees. This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue for all actions arising under this Agreement shall be Gunnison County, Colorado. If either Party takes legal action to enforce or defend any part of this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees and costs.

14. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, offers, acceptances, and understandings of the Parties with respect to its subject matter. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged into this Agreement. This paragraph does not apply to the Easement Agreement between the Parties.

15. Recordation. Following execution, the Town shall record this Agreement in the Gunnison County Clerk and Recorder's Office.

16. Counterparts. This Agreement may be executed in multiple counterpart signatures by the Parties, which taken together shall constitute the Agreement between the Parties. Electronically generated, fully signed copies of this Agreement shall be treated as originals.

17. Severability. If a court of competent jurisdiction ever holds any paragraph, term, or provision in this Agreement to be illegal or in conflict with any state or federal law, such determination shall not affect the validity of the Agreement's remaining paragraphs, terms, and provisions. The rights and obligations of the Parties shall be construed and enforced as if the

Potable Water Service Agreement (Turnbull)  
Page 8 of 10

Agreement did not contain the invalidity.

18. Code Changes. References in this Agreement to any provision of the Code or to any other Town policy refer to any and all subsequent amendments or revisions to such Code or policy. Any amendment or revision shall have the same binding affect upon the Parties as the Code provision or Town policy in effect at the time of the execution of this Agreement.

19. Incorporation of Exhibits. The attached Exhibit A is incorporated into this Agreement by reference and is a material part of this Agreement.

WHEREFORE, the Parties indicate their acceptance of the terms and conditions of this Agreement by affixing their respective signatures below.

REMAINDER OF PAGE INTENTIONALLY BLANK

Potable Water Service Agreement (Turnbull)  
Page 9 of 10

**TOWN OF CRESTED BUTTE**  
A Colorado home rule municipality

\_\_\_\_\_  
By: James A. Schmidt, Mayor

ATTEST:

\_\_\_\_\_ (SEAL)  
Lynelle Stanford, Town Clerk

STATE OF COLORADO            )  
  ) SS.  
COUNTY OF GUNNISON        )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2020 by James A. Schmidt as Mayor of the Town of Crested Butte.

Witness my hand and official seal.

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

\_\_\_\_\_



**EXHIBIT A**  
**(Turnbull Property)**

Lot 8, TRAPPER'S CROSSING AT CRESTED BUTTE, according to the Plat thereof filed  
April 26, 1990 As Reception No. 419857, County of Gunnison, State of Colorado.

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between the TOWN OF CRESTED BUTTE, a Colorado home rule municipality (“Town”); and THOMAS M. AND PAMELA L. TURNBULL, individuals, whose address is P.O. Box 849, Hotchkiss, CO 81419 (“Turnbull”) (collectively “Parties”).

### Recitals

A. The Town owns the Crested Butte Town Pipeline conditional water right (“Town Pipeline”). The Division 4 Water Court decreed the Town Pipeline in Case No. W-2084 on April 19, 1974 for 15.0 c.f.s. out of the Slate River for municipal use within the Town’s water delivery system (“Town Water System”) with an appropriation date of November 3, 1969.

B. Turnbull has acquired title to the real property located at 123 Meadow Drive, Gunnison County Parcel No. 317700001007 (“Turnbull Property”). The Turnbull Property is legally described in **Exhibit A** as Lot 8, Trappers Crossing at Crested Butte, according to the Plat filed on April 26, 1990 and recorded at Reception No. 419857 of the Gunnison County Clerk and Recorder’s Office (“Trappers Crossing Plat”), and is located outside the Town’s boundaries.

C. The Town desires to develop the Town Pipeline by installing a pump station or diversion structure on the southern bank of the Slate River on a neighboring property, and then piping water across the Turnbull Property and other properties to the Town of Crested Butte Reservoir.

D. Turnbull desires to grant to the Town an easement for installation of a segment of the Town Pipeline on, and delivery of water across, the Turnbull Property pursuant to the terms and conditions of this Agreement.

E. In exchange for the grant of easement, the Town agrees to enter into a Potable Water Service Agreement with Turnbull pursuant to the terms and conditions of this Agreement to allow the Turnbull Property to connect to the Town Water System.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

### Agreement

1. Grant of Easement. Turnbull grants to the Town a perpetual easement across the Turnbull Property (“Town Pipeline Easement”) for the Town Pipeline in accordance with the specifications and terms and conditions contained in this Agreement. The purpose of the easement is for egress and ingress to excavate, construct, install, operate, inspect, maintain, clean, repair, and replace the Town Pipeline. The easement premises shall be thirty feet (30’) wide, fifteen feet (15’) from either side of the centerline of the Town Pipeline. The proposed alignment

of the Town Pipeline is shown on **Figure 1**. However, Turnbull agrees that the Town may adjust the proposed alignment of the Town Pipeline prior to its construction with Turnbull's prior consent, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Town shall not adjust the proposed alignment so that it crosses any portion of the shaded area on the attached **Exhibit B**. If the Town proposes to adjust the alignment so that the Town Pipeline would cross through the shaded area on **Exhibit B**, Turnbull may reject such proposal in Turnbull's sole and absolute discretion. If the proposed alignment is adjusted prior to construction with Turnbull's prior consent, the Town will retain and utilize the Town Pipeline Easement, albeit in the adjusted alignment, for no additional consideration so long as the pipeline and easement still meet the parameters of this Agreement. Under such circumstances, any portion of the proposed alignment depicted on **Figure 1** that is not utilized for the Town Pipeline, once constructed, shall be considered abandoned and shall not be considered to be part of the Town Pipeline Easement in any way. Upon completion of the construction and installation of the Town Pipeline, the Town shall hire a licensed surveyor to prepare a surveyed description and mapped depiction of the actual location of the as-built pipeline as it crosses the Turnbull Property. The Town shall record the finished as-built surveyed easement with a copy of this Agreement attached at its expense within a reasonable time. The recorded surveyed easement shall be considered the final alignment and scope of the Town Pipeline Easement.

2. Non-exclusivity of Easement. Turnbull shall retain the right to use and enjoy the premises of the Town Pipeline Easement so long as such use and enjoyment does not unreasonably interfere with the Town's rights under this Agreement. Turnbull shall not install or allow location of any permanent improvements on the easement premises, including but not limited to buildings, sheds, trees, pavement, and other similar non-removable structures. In the event that Turnbull does erect, install, or allow any permanent improvements on the easement premises, Turnbull understands and agrees that the Town may remove such permanent improvements at Turnbull's expense after first giving Turnbull a reasonable opportunity to self-perform the removal. If such improvements cause damage to the Town Pipeline, Turnbull understands that such damage is in violation of the Town of Crested Butte Municipal Code and that the Town may pursue all available remedies thereunder. The Town shall have no responsibility or liability for any damage or destruction to the removed permanent improvements.

3. Proper Installation of the Town Pipeline. The Town shall bear all expenses associated with installation of the Town Pipeline. The Town shall accomplish all construction work relating to the installation in a workmanlike manner and in the location and under the parameters of the Town Pipeline Easement as set forth in paragraph 1 above. The Town shall complete such work expeditiously and, once started, shall pursue such work with reasonable diligence to completion. The Town shall locate the Town Pipeline underground at all points where it crosses the Turnbull Property. If any appurtenances to the Town Pipeline, such as vents or manholes, need to be located above ground for legitimate safety or other functionality reasons, the Town shall design, construct, and install any such above-ground infrastructure to appear as discrete as reasonably possible. Where the Town believes it is necessary to construct infrastructure above-ground, the Town shall notify Turnbull and obtain

permission from Turnbull in advance. Turnbull shall not unreasonably withhold or condition such permission. Upon completion of the installation, the Town's professional engineer shall certify in writing that all work was accomplished in a workmanlike manner and in conformity with this Agreement.

4. Operation, Maintenance, Cleaning, Repair, and Replacement (collectively "OMR"). The Town shall be responsible for all OMR of the Town Pipeline, and shall accomplish all OMR in a workmanlike manner to avoid or mitigate any damage to the Turnbull Property. In the event that the Town plans a major repair or replacement of the Town Pipeline within the premises of the Town Pipeline Easement, it shall provide Turnbull with reasonable advance notice of the work to be undertaken and the estimated time of completion. However, in the event of an emergency situation or condition (such as, but not limited to, a pipeline rupture) the Town may go onto the easement premises at any time to undertake any such repair or replacement work that it deems necessary to properly mitigate or resolve the emergency. In the event that Turnbull discovers an emergency situation or condition pertaining to the Town Pipeline, it shall make all reasonable attempts to promptly notify the Town as soon as possible.

5. Restoration of Surface Disturbance. If and to the extent the installation or OMR of the Town Pipeline causes any disturbance to the Turnbull Property, including but not limited to the landscaping (excluding trees), gardens, lawns, or grounds, the Town shall regrade, restore, re-seed, and/or revegetate the disturbed areas with native grasses and shrubs to the condition existing prior to the work at its expense. The Town shall warranty the survival of any such landscaping or revegetation work for two (2) years.

6. Consideration. The grant of easement governed by this Agreement is consideration for Town's grant of consent to Turnbull to connect the Turnbull Property to the Town Water System under the terms and conditions of the associated Potable Water Service Agreement between the Parties.

7. Liability to Others. Each Party shall be responsible for any and all claims, demands, actions, losses, liabilities, damages, or expenses of whatever sort, including attorneys' fees, incurred or suffered by any person or entity arising out of or in connection with such Party's use or occupation of the Town Pipeline Easement premises, including the use or occupation of the easement premises by any Party's agents, employees, contractors, invitees, or licensees. However, nothing in this Agreement shall be construed to abrogate or diminish any protections or limitations afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended, or any other law. In the event that the Parties or their respective officers, directors, members, employees, agents, contractors, representatives, heirs, or assigns may be held jointly and severally liable under any statute, decision, or other law providing for such joint and several liability for their respective activities on the Town Pipeline Easement premises, the obligations of each Party for damages shall be apportioned, as between the Town and Turnbull, in direct proportion to the contributions of each as measured by the acts and omissions of each that in fact caused such

Easement Agreement (Turnbull)  
Page 4 of 6

legal injury, damage, or harm. The Parties agree to indemnify one another to the extent necessary to assure proper apportionment. The Town further agrees to add Turnbull as an additional named insured on the Town's comprehensive general liability insurance policy, which insurance shall be maintained by the Town to provide protection to Turnbull against liability from claims arising out of acts or omissions by the Town in the Town's use of the Town Pipeline Easement.

8. Governing Law; Venue; Attorney Fees. This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue for all actions arising under this Agreement shall be Gunnison County, Colorado. If either Party takes legal action in court to enforce or defend any part of this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees and costs.

9. Binding Agreement. This Agreement and the governed grant of easement shall run with the burdened and benefitted lands and inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

10. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, offers, acceptances, and understandings of the Parties with respect to its subject matter. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged into this Agreement. This paragraph does not apply to the Potable Water Service Agreement between the Parties.

11. Recordation. Following execution, the Town shall record this Agreement in the Gunnison County Clerk and Recorder's Office.

12. Counterparts. This Agreement may be executed in multiple counterpart signatures by the Parties, which taken together shall constitute the Agreement between the Parties. Electronically generated, fully signed copies of this Agreement shall be treated as originals.

WHEREFORE, the Parties indicate their acceptance of the terms and conditions of this Agreement by affixing their respective signatures below.

REMAINDER OF PAGE INTENTIONALLY BLANK

Easement Agreement (Turnbull)  
Page 5 of 6

**TOWN OF CRESTED BUTTE**  
A Colorado home rule municipality

\_\_\_\_\_  
By: James A. Schmidt, Mayor

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk (SEAL)

STATE OF COLORADO            )  
  )  
  SS.  
COUNTY OF GUNNISON        )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_2020 by  
James A. Schmidt as Mayor of the Town of Crested Butte. Witness my hand and official seal.

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

\_\_\_\_\_

**THOMAS M. TURNBULL**

\_\_\_\_\_  
By: Thomas M. Turnbull

STATE OF COLORADO            )  
  ) SS.  
COUNTY OF \_\_\_\_\_        )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2020 by  
Thomas M. Turnbull, individual.

Witness my hand and official seal.

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

**PAMELA L. TURNBULL**

\_\_\_\_\_  
By: Pamela L. Turnbull

STATE OF COLORADO            )  
  ) SS.  
COUNTY OF \_\_\_\_\_        )

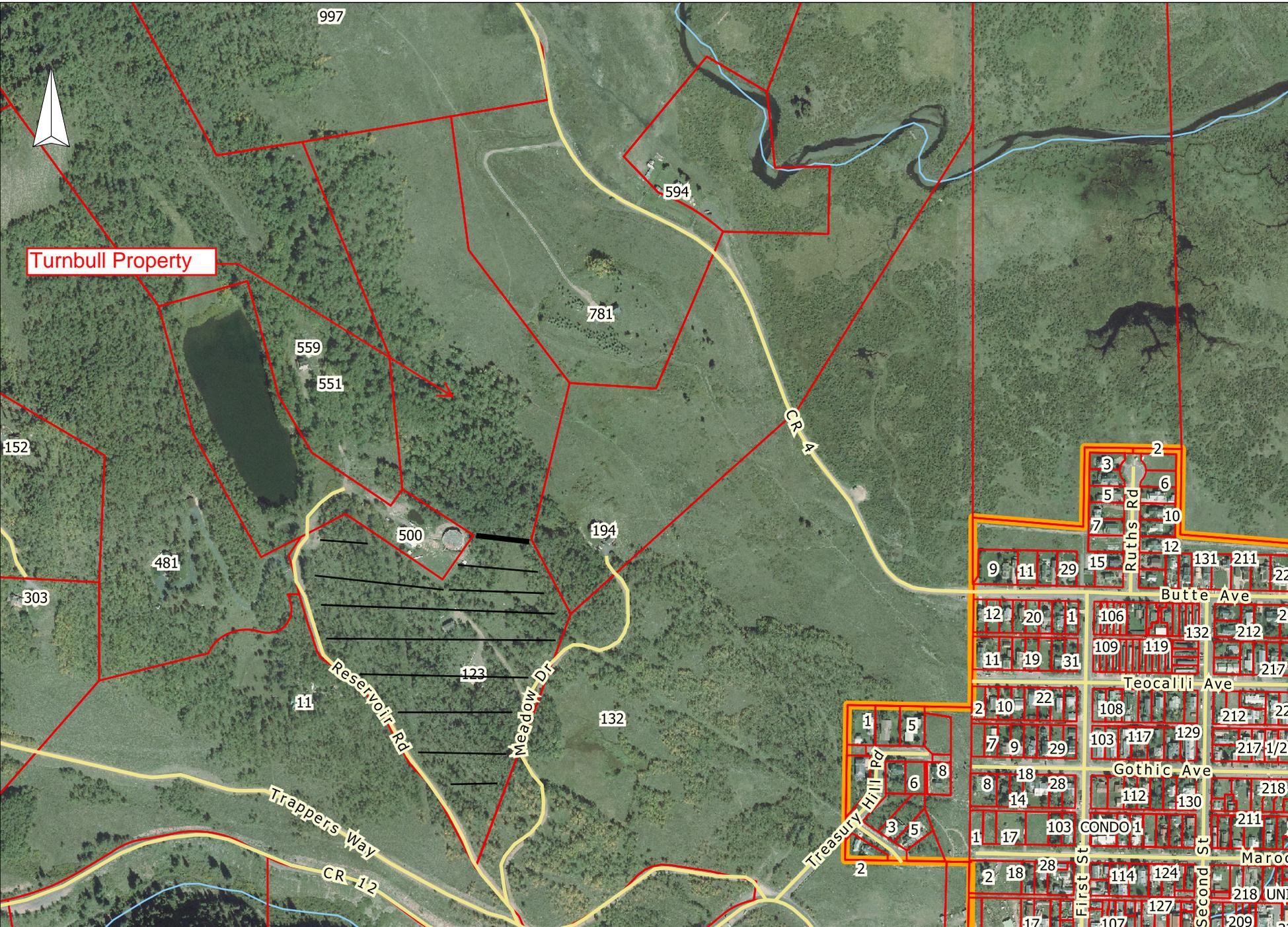
Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2020 by  
Pamela  
L. Turnbull, individual.

Witness my hand and official seal.

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

**EXHIBIT A**  
**(Turnbull Property)**

Lot 8, TRAPPER'S CROSSING AT CRESTED BUTTE, according to the Plat thereof filed  
April 26, 1990 As Reception No. 419857, County of Gunnison, State of Colorado.



Scale = 1:5800

The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. The data portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, maintenance, easements or public right-of-ways.

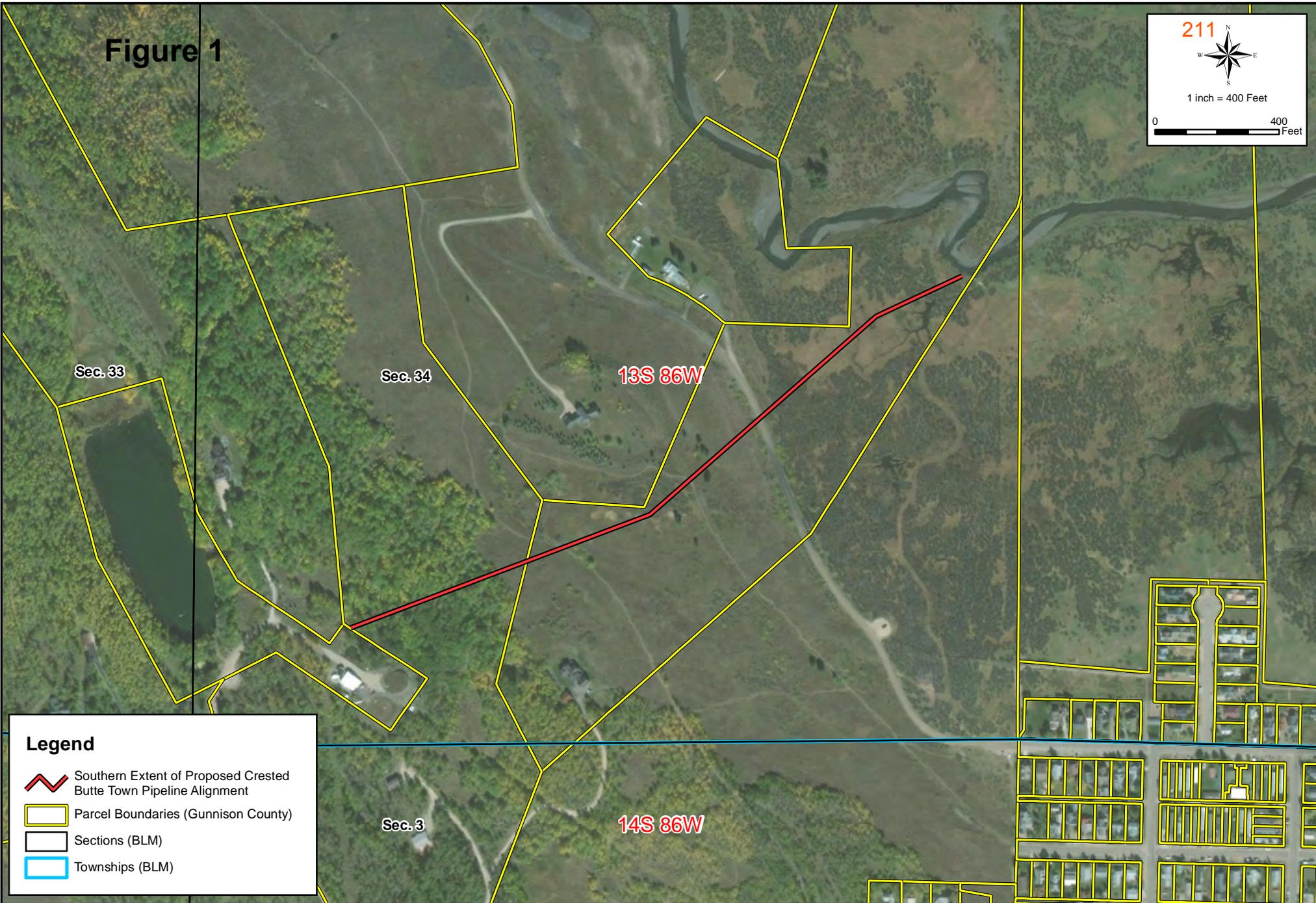
Monday, January 06, 2020

Figure 1

211

1 inch = 400 Feet

0 400 Feet



**Legend**

- Southern Extent of Proposed Crested Butte Town Pipeline Alignment
- Parcel Boundaries (Gunnison County)
- Sections (BLM)
- Townships (BLM)

Date: 5/10/2018 Document Path: P:\131-004 McCormick Ditch Crested Butte\100\Mapping\Figure 1 - Town of CB Proposed Pipeline May 2018.mxd

User Name: tdowling

GUNNISON COUNTY, CO



Wright Water Engineers, Inc.  
 1666 N. Main Ave., Ste. C  
 Durango, CO 81301  
 (970) 259-7411 ph 259-8758 fx

# PROPOSED ALIGNMENT FOR CRESTED BUTTE TOWN PIPELINE

PRIVILEGED AND CONFIDENTIAL INFORMATION  
 TOWN OF CRESTED BUTTE

PROJECT NO.  
 131-004.110

DRAFT  
 FIGURE  
 1

December 4, 2019

Town of Crested Butte  
Attn: Dara MacDonald  
PO BOX 39  
Crested Butte, CO 81224

RE: Request for Extension of Water Service Beyond Town Boundaries

Dara MacDonald

Thomas M. Turnbull and Pamela L. Turnbull (Owners) are hereby providing a written request to extend potable water services beyond the Town of Crested Buttes (Town) boundaries. The Owners wish to connect to the water transmission line, which is located within a 30' wide easement that crosses the Owner's Property. In return, the Town will receive an easement to construct the Town Pipeline across the Owner's Property.

Pursuant to Section 13-1-280 of the Town of Crested Butte Municipal Code, the owner is required to provide a written request to the Town Manager, which shall include:

1. A legal description of the real property to be served
2. A description of the nature and scope of the land owner's proposed development
3. A statement as to the timing of the completion of the development
4. An estimate as to the probable flow requirements
5. A description with copies of all supporting documents of the property rights that allow for such an extension.

The legal description of the property is Lot 8, Trappers Crossing at Crested Butte and further illustrated in **Exhibit A**. The property has already been developed and includes a primary single family dwelling unit and a detached garage with a second single family dwelling unit. The primary unit and garage unit have a living area of 1,478 and 1,339 square feet, respectively, for a total living area of 2,817 square feet. At this time, the Owner does not wish to actively pursue the connection of a potable water service to the Town's transmission line; however, the Owners would like to have the option to connect to the Town's water system at a future date. With respect to probable flow requirements, the Owner is requesting a 1 inch potable service line. Depending on certain dynamic factors, a 1 inch service line can provide approximately 15 gpm of water. Once the Owner decides to connect to the Town's transmission line, the Owner will be required to perform an Engineering Feasibility Study, which will ascertain water demands. Finally, a copy of the title commitment to the property is attached as **Exhibit B**. Also attached as **Exhibit A** is the Trappers Crossing Plat, which shows the Town's 30 foot wide Water Transmission Line Easement.

Per the Agreement Regarding Municipal Water Service between the Owners and Town dated December 4, 2019, this letter constitutes the filing of a written request. If you should have any questions regarding this request, feel free to contact us at 970-640-3330 or email at [mpturnbull@msn.com](mailto:mpturnbull@msn.com).

Sincerely

Thomas M. Turnbull  
Owner

Pamela L. Turnbull  
Owner

**EXHIBIT A**  
**(Turnbull Property)**

Lot 8, TRAPPER'S CROSSING AT CRESTED BUTTE, according to the Plat thereof filed  
April 26, 1990 As Reception No. 419857, County of Gunnison, State of Colorado.

# Exhibit B



## Land Title Guarantee Company Customer Distribution



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

Order Number: **GUR88001784-4**

Date: **11/22/2019**

Property Address: **123 MEADOW DRIVE, CRESTED BUTTE, CO 81224**

### PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

#### For Closing Assistance

Christina Cesario  
411 THIRD STREET  
CRESTED BUTTE, CO 81224  
(970) 349-0115 (Work)  
(800) 834-5192 (Work Fax)  
[ccesario@ltgc.com](mailto:ccesario@ltgc.com)  
Company License: CO44565

#### For Title Assistance

Land Title Crested Butte Title Team  
411 THIRD STREET  
CRESTED BUTTE, CO 81224  
(970) 626-7001 (Work)  
(877) 375-5025 (Work Fax)  
[gcreponse@ltgc.com](mailto:gcreponse@ltgc.com)

#### Buyer/Borrower

THOMAS M. TURNBULL AND PAMELA L. TURNBULL  
Delivered via: No Commitment Delivery

#### Agent for Buyer

COLDWELL BANKER MOUNTAIN PROPERTIES  
Attention: JOSEPH GARCIA  
PO BOX 100  
215 ELK AVE  
CRESTED BUTTE, CO 81224  
(970) 209-4034 (Cell)  
(970) 349-5007 (Work)  
(970) 349-5463 (Work Fax)  
[joegarcia@cbmp.com](mailto:joegarcia@cbmp.com)  
Delivered via: Electronic Mail

#### Seller/Owner

THE JOYA DEPASQUALE FAMILY TRUST DATED  
AUGUST 10, 1999  
Delivered via: No Commitment Delivery

#### Agent for Seller

LIV SOTHEBY'S INTERNATIONAL REALTY  
Attention: CATHERINE BENSON  
PO BOX 210  
401 ELK AVE  
CRESTED BUTTE, CO 81224  
(970) 349-6653 (Work)  
(970) 349-6654 (Work Fax)  
[cathy.benson@sothebysrealty.com](mailto:cathy.benson@sothebysrealty.com)  
Delivered via: Electronic Mail



**Land Title Guarantee Company**  
**Estimate of Title Fees**

Order Number: **GUR88001784-4** Date: **11/22/2019**  
 Property Address: **123 MEADOW DRIVE, CRESTED BUTTE, CO 81224**  
 Parties: **THOMAS M. TURNBULL AND PAMELA L. TURNBULL**  
**THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

<b>Estimate of Title Insurance Fees</b>	
Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)	\$3,699.00
Tax Certificate	\$26.00
<b>Total \$3,725.00</b>	
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

[Gunnison county recorded 11/15/1999 under reception no. 497774](#)

[Gunnison county recorded 09/14/1990 at book 682 page 340](#)

**Plat Map(s):**

[Gunnison county recorded 04/26/1990 under reception no. 419857](#)

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: GUR88001784-4

**Property Address:**

123 MEADOW DRIVE, CRESTED BUTTE, CO 81224

**1. Effective Date:**

11/08/2019 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land) \$1,730,000.00  
Proposed Insured:  
THOMAS M. TURNBULL AND PAMELA L. TURNBULL

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A Fee Simple

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999

**5. The Land referred to in this Commitment is described as follows:**

LOT 8, TRAPPERS CROSSING AT CRESTED BUTTE, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1990 UNDER RECEPTION NO. 419857 AND IN BUILDING SITE RECONFIGURATION PLAT RECORDED NOVEMBER 21, 2019 UNDER RECEPTION NO. 663687.

COUNTY OF GUNNISON,  
STATE OF COLORADO.

Copyright 2006-2019 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**AMERICAN  
LAND TITLE  
ASSOCIATION**



**ALTA COMMITMENT****Old Republic National Title Insurance Company****Schedule B, Part I****(Requirements)****Order Number:** GUR88001784-4**All of the following Requirements must be met:**

**This 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.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**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.**

1. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999 RECORDED DECEMBER 11, 2018 AT RECEPTION NO. [657735](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES JOYA DEPASQUALE AS THE TRUSTEE AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

2. WARRANTY DEED FROM THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999 TO THOMAS M. TURNBULL AND PAMELA L. TURNBULL CONVEYING SUBJECT PROPERTY.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS.

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

Order Number: GUR88001784-4

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

**The Owner's Extended Coverage Policy will automatically increase coverage by 10 percent on each of the first five anniversaries of the policy date, at no additional charge.**

8. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 31, 1891 IN BOOK 45 AT PAGE [574](#); RECORDED DECEMBER 23, 1897 IN BOOK 101 AT PAGE [177](#); PATENT RECORDED JULY 7, 1965 IN BOOK 381 AT PAGE [212](#); PATENT RECORDED MARCH 7, 1986 IN BOOK 627 AT PAGE [503](#); AND RECORDED MARCH 21, 1895 IN BOOK 115 AT PAGE [146](#).
9. ANY RIGHT, TITLE OR INTEREST TO THE STRIP OF LAND TEN FEET WIDE ON EACH SIDE OF THE CENTERLINE OF THE CRESTED BUTTE LIGHT AND WATER COMPANY'S DITCH AS SET FORTH IN QUIT CLAIM DEED RECORDED AUGUST 11, 1890 IN BOOK 81 AT PAGE [63](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS, RESTRICTIONS AND EASEMENTS AS SET FORTH IN QUIT CLAIM DEED RECORDED DECEMBER 01, 1908 IN BOOK 190 AT PAGE [157](#).

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** GUR88001784-4

11. TERMS, CONDITIONS AND PROVISIONS OF LICENSE RECORDED NOVEMBER 15, 1966 IN BOOK 393 AT PAGE [134](#) AND PERPETUAL EASEMENT AS CONVEYED TO THE TOWN OF CRESTED BUTTE IN INSTRUMENT RECORDED SEPTEMBER 21, 1977 IN BOOK 506 AT PAGE [524](#) AND IN QUIT CLAIM DEED RECORDED FEBRUARY 8, 1978 IN BOOK 512 AT PAGE [278](#).
12. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS AND LICENSES AS SET FORTH IN WARRANTY DEED RECORDED NOVEMBER 21, 1989 IN BOOK 672 AT PAGE [417](#).
13. RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF PROTECTIVE COVENANTS OF TRAPPERS CROSSING RECORDED APRIL 26, 1990, IN BOOK 677 AT PAGE [509](#); AS AMENDED BY INSTRUMENTS RECORDED FEBRUARY 14, 1991 IN BOOK 687 AT PAGE [946](#); AND RECORDED MAY 31, 2001 UNDER RECEPTION NO. [511091](#); AND THE APPROVAL OF TOWN OF CRESTED BUTTE TO AMENDMENT RECORDED MAY 31, 2001 UNDER RECEPTION NO. [511092](#); AND THE AMENDMENT RECORDED MAY 31, 2001 UNDER RECEPTION NO. [511099](#); AND THE AMENDMENT THERETO RECORDED APRIL 13, 2011 UNDER RECEPTION NOS. [604676](#).
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF TRAPPER'S CROSSING AT CRESTED BUTTE RECORDED APRIL 26, 1990 UNDER RECEPTION NO. [419857](#); AS MODIFIED BY BOUNDARY LINE AGREEMENT RECORDED JULY 8, 1991 IN BOOK 692 AT PAGE [207](#) AND AS SET FORTH ON THE BUILDING SITE RECONFIGURATION PLAT RECORDED SEPTEMBER 4, 2003 UNDER RECEPTION NO. [534486](#) AND IN BUILDING SITE RECONFIGURATION PLAT RECORDED NOVEMBER 21, 2019 UNDER RECEPTION NO. [663687](#).
15. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED APRIL 26, 1990 IN BOOK 677 AT PAGE [532](#) AND AS SET FORTH IN AGREEMENT VACATING EASEMENTS RECORDED FEBRUARY 20, 1998 UNDER RECEPTION NO. [481790](#).
16. NOTICE OF WATERSHED ORDINANCES AFFECTING REAL PROPERTY RECORDED FEBRUARY 12, 1993 IN BOOK 720 AT PAGE [163](#).
17. A 5% NONPARTICIPATING ROYALTY INTEREST IN AND TO ALL COAL, ALL HYDROCARBON SUBSTANCES, METHANE GASES, METALS, FISSIONABLE MATERIAL, CARBONATE MATERIAL, GEOTHERMAL ENERGY AND IN GENERAL, ANY AND ALL MINERALS ACTUALLY PRODUCED OR REMOVED FROM TRAPPERS CROSSING AT CRESTED BUTTE ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1990 UNDER RECEPTION NO. [419857](#) AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 16, 1992 IN BOOK 715 AT PAGE [398](#) AND ANY AND ALL ASSIGNMENTS AND INTERESTS THEREOF.

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** GUR88001784-4

18. ALL MINERALS OF EVERY KIND AND NATURE AND DESCRIPTION, INCLUDING BUT NOT LIMITED TO, ALL OIL, GAS, COAL, ALL HYDROCARBON SUBSTANCES, METHANE GASES, METALS, FISSIONABLE MATERIAL, CARBONATE MATERIAL, GEOTHERMAL ENERGY AND IN GENERAL, ANY AND ALL MINERALS ACTUALLY PRODUCED OR REMOVED FROM THE SUBJECT PROPERTY; PROVIDED, HOWEVER, THAT THE REMOVAL OF THE ABOVE DESCRIBED MINERALS AND MINERAL RIGHTS SHALL BE DONE IN A MANNER THAT WILL NOT INTERFERE WITH THE FULL AND ABSOLUTE USE AND ENJOYMENT OF THE SURFACE OF THE SUBJECT PROPERTY, AS RESERVED IN GENERAL WARRANTY DEED RECORDED SEPTEMBER 14, 1990 IN BOOK 682 AT PAGE [340](#) AND CONVEYED IN QUIT CLAIM DEED RECORDED JUNE 30, 2014 UNDER RECEPTION NO [627498](#).
19. ACCESS TO THE SUBJECT PROPERTY IS OVER THOSE ROADS AS SHOWN ON THE PLAT OF TRAPPER'S CROSSING AT CRESTED BUTTE RECORDED APRIL 26, 1990 UNDER RECEPTION NO. [419857](#) DEDICATED TO TRAPPER'S CROSSING AT CRESTED BUTTE ASSOCIATION, A COLORADO NON-PROFIT CORPORATION, FOR THE NON-EXCLUSIVE USE AND BENEFIT OF THE OWNERS OF ALL LOTS WITHIN TRAPPER'S CROSSING AT CRESTED BUTTE, THEIR GUESTS, SUCCESSORS AND ASSIGNS, AND IS SUBJECT TO THE CONTROL OF THE TRAPPER'S CROSSING AT CRESTED BUTTE ASSOCIATION, A COLORADO NON-PROFIT CORPORATION.
20. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN JOINT ACCESS AGREEMENT RECORDED AUGUST 01, 1990, IN BOOK 680 AT PAGE [727](#).
21. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF UTILITIES EASEMENT RECORDED AUGUST 17, 1990 IN BOOK 681 AT PAGE [397](#).
22. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN AGREEMENT RECORDED AUGUST 10, 1993, IN BOOK 728 AT PAGE [591](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEED OF CONSERVATION EASEMENT RECORDED DECEMBER 29, 2005 UNDER RECEPTION NO. [561839](#); ASSUMPTION RECORDED MARCH 16, 2006 UNDER RECEPTION NO. [563652](#) AND ASSIGNMENT RECORDED MARCH 16, 2006 UNDER RECEPTION NO. [563653](#).
24. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED DECEMBER 02, 2016 AT RECEPTION NO. [643608](#).



## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note: Pursuant to CRS 10-11-122, notice is hereby given that:**

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The 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:** Effective September 1, 1997, CRS 30-10-406 requires that 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 may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** 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 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 CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-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 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 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 a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



## Commitment For Title Insurance

### Issued by Old Republic National Title Insurance Corporation

#### 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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### 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, 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; and
- (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.
- (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>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880

*CB Rantz*

Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By *C Monroe* President

Attest *David Wold* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**To:** Mayor Michel and Town Council  
**From:** Michael Yerman, Community Development Director  
**Thru:** Dara MacDonald, Town Manager  
**Subject:** **Slate River Annexation Public Input Process.**  
**Date:** April 6, 2020

---

**Background:**

Brian and Maria Fenerty have requested to purchase their lot at 504 Red Lady Estates. The Council received their request and directed the staff to prepare the necessary documents to sell the lot. The Town is required to pass an ordinance to sell Town owned property. The purchase price is \$20,000 plus closing costs.

**Council Action:**

Council member make a motion followed by a second to set Ordinance 12, Series 2020 to a public hearing on April 20, 2020.

**ORDINANCE NO. 12**

**SERIES 2020**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE SALE OF TOWN-OWNED PROPERTY LEGALLY DESCRIBED AS UNIT 1, RED LADY ESTATES CONDOMINIUMS, TOWN OF CRESTED BUTTE, COUNTY OF GUNNISON, STATE OF COLORADO TO BRIAN AND MARIA FENERTY FOR THE SALE PRICE OF \$20,000.00**

**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 the laws of the State of Colorado;

**WHEREAS**, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property;

**WHEREAS**, the Town has been leasing the real property described as Unit 1, Red Lady Estates Condominiums in the Town of Crested Butte (“Property”) to Brian and Maria Fenerty pursuant to a Mobile Home Space Lease dated November 1, 2013;

**WHEREAS**, the Fenertys have submitted a written offer to purchase the Property from the Town for the price of \$20,000;

**WHEREAS**, the Town Council has authorized and directed the Town staff to sell the above-described property to Brian and Maria Fenerty for \$20,000.00; and

**WHEREAS**, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the above-described property be sold as set forth hereinbelow.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, THAT,**

**Section 1. Authorization to Sell Town-owned Property.** The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the sale and transfer by the Town, for the sum of \$20,000.00 plus customary closing costs and fees, of the real property legally described as Unit 1, Red Lady Estates Condominiums, Town of Crested Butte, County of Gunnison, State of Colorado to Brain and Maria Fenerty, for use for affordable housing subject to the Town of Crested Butte Affordable Housing Guidelines, 2003 Edition, Part VI, Red Lady Estates Condominiums, recorded at Reception No. 534707, and other encumbrances of record, and authorizes and directs the Town Manager and Town Clerk to appropriately execute any and all documents necessary and appropriate to consummate said sale following approval thereof by the Town Attorney.

**Section 2. Appropriation of Funds.** The Town Council hereby appropriates all customary closing costs and fees for the sale and transfer of the above-described real property

out of the Town’s affordable housing fund, and authorizes the expenditure of said sum for such purpose.

**Section 3. Severability.** If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

**Section 4. Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

**INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2020.**

**ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2020.**

**TOWN OF CRESTED BUTTE, COLORADO**

**By: \_\_\_\_\_  
James A. Schmidt, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lynelle Stanford, Town Clerk**

**[SEAL]**

## Town of Crested Butte COVID-19 Response and Recovery Committees

### I. Emergency Operations Center (EOC) Morning Briefing

Purpose: Brief attendees on the current status and today's tasks

Currently attending: Jim Schmidt, Chris Haver & Will Dujardin (no more than 2 elected officials at each meeting), Dara MacDonald, Mike Reily, Rob Zillioux, Lynelle Stanford

Zoom meeting, Mon – Sat, 8:30 – 9:00

### II. Agency Administrator Meeting

Purpose: EOC to provide a Situation Update for elected officials

Currently attending: Jim Schmidt, Chris Haver & Will Dujardin (no more than 2 elected officials at each meeting), Dara MacDonald, Lynelle Stanford

Zoom meeting, Mon – Fri, 2:30 – 3:00

### III. Gunnison County Economic Task Force

Purpose: Help direct the overall efforts to support our local economy in our county.

Currently attending: Chris Haver

Zoom meeting, Thursdays, 11:00

### IV. Private Utilities / Private Subcommittee of the Economic Task Force

Purpose: Specifically work with answering questions of/ giving directions to our private small businesses and Utility companies. And to ask questions on behalf of them to municipality, county, state and federal subcommittees of the Economic Task Force. Chris is Chair of this subcommittee which pairs with his position on the Economic Task Force

Currently attending: Chris Haver

Zoom meeting, Wednesdays at 10:30

### V. Federal Subgroup of Economic Task Force

Purpose: Researching Fed packages and trying figure out how they will trickle down to CO

Currently attending: Will Dujardin

Zoom meeting,

### VI. Lodging Subcommittee of the Economic Task Force

Purpose: Sharing information and asking questions of / requesting support of the Economic Task Force

Currently attending: Chris Haver

Zoom meeting, Mondays at 9:00

### VII. Also falling under Economic Task Force Committees not mentioned here are – Outfitter & Guides, Retail & Service, Early Childhood, Restaurants, Manufacturing, Real State, Contractors, and Nonprofits

### VIII. Local Government Coordination Call

Hosted by DOLA, includes brief updates from a number of State entities (Gov's Office, DOLA, CDHS, HCPF, DPS/DHSEM, CDPHE, CDLE) and opportunity for questions submitted in advance

Currently attending: Dara MacDonald & Lynelle Stanford

Zoom meeting, Wed & Friday 11:00 – 11:30

## Town of Crested Butte COVID-19 Response and Recovery Committees

### IX. Gunnison County Recovery Plan

Representatives from various governmental and community organizations

Purpose: To create a social and economic recovery plan with steps to be taken after restrictions are eased.

Currently attending: Dara MacDonald & Mel Yemma

Zoom meeting, Mondays at 10:00

### X. Municipalities Working Group – COVID-19

Gunnison County municipalities Mayors and managers

Purpose: Communication and coordination among local municipalities

Currently attending: Jim Schmidt & Dara MacDonald

Zoom meeting, Mondays at 1:00

### XI. Law Enforcement Planning and Operations Group

Representatives from law enforcement agencies in Gunnison County

Purpose is to coordinate law enforcement support efforts including enforcement of Public Health Orders

Currently attending: Mike Reily

Zoom meeting, Mon – Sat, 10:00

### XII. Finance Group

Local government finance directors and support staff

Purpose:

- Provide financial and cost analysis information as requested
- Ensure compensation and claims functions are being addressed relative to the incident
- Manage all financial aspects of an incident Action Plan
- Putting a system in place for proper purchasing
- Still updating 214 form
- New tool coming from Rubicon to calculate costs for FEMA
- Reaching out for assistance/depth from volunteers and partners
- Working with partners on process of registering with the State for potential reimbursement

Currently attending: Rob Zillioux

Zoom meeting, Mon – Sat, 11:00

### XIII. EOC Command and General Staff Meeting

**ONLY** Incident Commanders, PIO, Safety, Planning Section Chief, Finance Section Chief, Logistics Section Chief and Operations Section Chief

Purpose: EOC updates & discussion of gaps. Objectives validated and updated

Currently attending: Rob Zillioux

Zoom meeting, Mon – Sat, 1:00

### XIV. 2<sup>nd</sup> Homeowner & Visitor Committee

Not yet formed

Purpose: To work on messaging and communication discouraging 2<sup>nd</sup> homeowners or other visitor from coming to Gunnison County during the stay-in-place orders.



## AGENDA

### Regular Town Council Meeting

6:00 PM - Tuesday, April 7, 2020

Council Chambers

#### 1. VIDEO CONFERENCE INSTRUCTIONS

To attend this meeting please connect either by your computer or phone.

**Please join my meeting from your computer, tablet or smartphone.**

<https://www.gotomeet.me/TownofMtCrestedButte>

**You can also dial in using your phone.**

United States: [+1 \(224\) 501-3412](tel:+12245013412)

**Access Code:** 413-330-189

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/413330189>

#### 2. WORK SESSION - 5:30 P.M.

2.1. Discuss COVID-19's Economic Impacts

#### 3. CALL TO ORDER

#### 4. ROLL CALL

#### 5. PUBLIC COMMENT

Citizens may make comments on items NOT scheduled on the agenda. Per Colorado Open Meetings Law, no Council discussion or action will take place until a later date, if necessary. You must sign in with the Town Clerk before speaking. Comments are limited to three minutes.

#### 6. APPROVAL OF MINUTES

6.1. Approval of the March 17, 2020 Regular Town Council Meeting Minutes

6.2. Approval of the March 24, 2020 Special Town Council Meeting Minutes

#### 7. REPORTS

7.1. **Town Manager's Report**

7.2. **Town Council Reports**

7.3. **Other Reports**

7.3.1. Downtown Development Authority Annual Report, Gary Keiser, Chairman

7.3.2. North Village Planning Update – Nicholas Kempin and Roman Kolodziej

#### 8. CORRESPONDENCE

**9. OLD BUSINESS**

- 9.1. Discussion and Possible Consideration of COVID-19's Economic Impact

**10. NEW BUSINESS**

- 10.1. Discussion and Possible Consideration of Appointing Four (4) Members to the Planning Commission – Terms Expire April 2024 – Tiffany O'Connell
- 10.2. Discussion and Possible Consideration of A Planning Commission Recommendation on an Application for a Conditional Use Permit Submitted by the Mt. Crested Butte Water and Sanitation District for the Use and Expansion of the Water Treatment Plant on the Mt. Crested Butte Water and Sanitation District Parcel, A 1.364 Acre Tract Situated Within the SW ¼ SW ¼ of Section 14, Township 13, South, Range 86 West of the 6th Principal Meridian Gunnison County, Colorado – Leah Desposato
- 10.3. Discussion and Possible Consideration of Awarding a Bid for the Gothic Road 2020 Project – Joe Fitzpatrick
- 10.4. Discussion Quasi Judicial Situations and Executive Sessions – Kathy Fogo and Joe Fitzpatrick

**11. OTHER BUSINESS****12. ADJOURNMENT**

If you require any special accommodations in order to attend this meeting, please call the Town Hall at 970-349-6632 at least 48 hours in advance of the meeting.

**GUNNISON COUNCIL AGENDA**  
**MEETING IS HELD AT CITY HALL, 201 W. VIRGINIA AVENUE**  
**GUNNISON, CO, IN THE 2<sup>ND</sup> FLOOR COUNCIL CHAMBERS**

Approximate meeting time: 1 hour

**MARCH 16, 2020**

**SPECIAL SESSION**

**12:00 P.M.**

Per Section 5.2 of the Gunnison Municipal Home Rule Charter, this Special Session was called Jim Gelwicks, City of Gunnison Mayor.

- I. Presiding Officer Call Special Session to Order: (silent roll call by City Clerk):
- II. Items for consideration at this Special Session Meeting are:
  - A. Local Disaster Emergency Declaration Regarding COVID-19
  - B. Discussion on City Facility Operations with Possible Action

**III. Meeting Adjournment**

The City Council Meeting agenda is subject to change. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded and action can be taken. Minutes are posted at City Hall and on the City website at [www.gunnisonco.gov](http://www.gunnisonco.gov).

Discussion Sessions are recorded; however, minutes are not produced. For further information, contact the City Clerk's office at 970.641.8140. **TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 24 HOURS BEFORE ALL MEETINGS AT 970.641.8140.**

**GUNNISON COUNCIL AGENDA**  
**MEETING IS HELD AT CITY HALL, 201 W. VIRGINIA AVENUE**  
**GUNNISON, CO, IN THE 2<sup>ND</sup> FLOOR COUNCIL CHAMBERS**

Approximate meeting time: 1.5 hours

**MARCH 20, 2020**

**SPECIAL SESSION**

**3:00 P.M.**

**Per Section 5.2 of the Gunnison Municipal Home Rule Charter, this Special Session was called Jim Gelwicks, City of Gunnison Mayor.**

**I Presiding Officer Call Special Session to Order (silent roll call by City Clerk):**

**II Items for consideration at this Special Session Meeting are:**

- A. Directing the Mayor to sign Resolution No. 5, Series 2020, *A Resolution of the City Council of the City of Gunnison, Colorado, establishing a policy for electronic participation during City Council meetings*, and
- B. Directing the Mayor to sign Resolution No. 6, Series 2020, *A Resolution of the City Council of the City of Gunnison, Colorado, extending the Local Disaster Emergency Declaration*
- C. Discussion and Direction on City Sales Tax Deferral
- D. Discussion and Update on the Coronavirus and 2020 Census Impacts

**III Meeting Adjournment**

The City Council Meeting agenda is subject to change. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded and action can be taken. Minutes are posted at City Hall and on the City website at [www.gunnisonco.gov](http://www.gunnisonco.gov).

Discussion Sessions are recorded; however, minutes are not produced. For further information, contact the City Clerk's office at 970.641.8140. **TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 24 HOURS BEFORE ALL MEETINGS AT 970.641.8140.**

**GUNNISON COUNCIL AGENDA**  
**MEETING IS HELD AT CITY HALL, 201 WEST VIRGINIA AVENUE**  
**GUNNISON, COLORADO; IN THE 2<sup>ND</sup> FLOOR**  
**COUNCIL CHAMBERS**

Approximate meeting time: 3.5 hours

**TUESDAY**

**MARCH 24, 2020**

**REGULAR SESSION**

**5:30 P.M.**

*Due to the international outbreak novel coronavirus (COVID-19), the City of Gunnison is offering the public the option to attend the Public Hearings and Regular Session meeting remotely. This is the preferred method of attendance as the City of Gunnison encourages social distancing. You can call into the meeting or access the meeting online through Zoom.US*

Mar 24, 2020 05:30 PM Mountain Time (US and Canada)

Topic: Gunnison City Council Regular Session

Please click the link below to join the webinar:

<https://zoom.us/j/476203784?pwd=SnY4anY2dXlucZsbUEvYWYyUmNYQT09>

Password: 667900

Or iPhone one-tap :

US: +13462487799,,476203784# or +16699009128,,476203784#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or  
+1 646 558 8656

Webinar ID: 476 203 784

International numbers available: <https://zoom.us/u/ad2Yi0fMbS>

**I Presiding Officer Call Regular Session to Order: (silent roll call by City Clerk):**

**II Public Hearing-5:30 P.M.**

*Please see the e-packet for the public hearing format. The City of Gunnison is encouraging concerned citizens to submit their comments in writing for the scheduled Public Hearing by 4:00 pm on Tuesday, March 24, 2020. They will be read into the record during the hearings.*

**A. Public Hearing to receive input on the Transfer of Ownership Application for the Retail Marijuana Store from White Porch LLC dba Hashish Hut to San Juan Strains Inc., dba San Juan Strains**

Background: The purpose of this public hearing is to receive public input on the transfer of ownership application for the Retail Marijuana Store White Porch LLC dba Hashish Hut to San Juan Strains Inc., dba San Juan Strains, Inc.

Staff Contact: City Clerk Erica Boucher

Estimated time: 10 minutes

**B. Public Hearing for Gunnison Rising PUD Development Standards**

Background: The purpose of this public hearing is to receive on the merits of a Major Change to a PUD application, ZA 20-1, to revise zoning designations and amend the

Gunnison Rising PUD Development Standards. Gunnison Rising comprises a total of 633 acres and was annexed within the City of Gunnison in 2009. Due to the large size of the Gunnison Rising PUD file, it is available online: [ZA 20-Gunnison Rising-Major Change to a PUD](#)

Staff Contact: Community Development Director Anton Sinkewich  
Estimated Time: 45 minutes

*Public Hearings are the formal opportunity for the City Council to listen to the public regarding the issue at hand. Citizens giving input must identify themselves. Anonymous testimony will not be considered. In a quasi-judicial public hearing, the Council is acting in much the same capacity as a judge. Most land use applications including marijuana/liquor license applications are type of quasi-judicial actions. The Council must limit its decision consideration to matters which are placed into evidence and are part of the public record at the hearings. Legislative and administrative public hearing include those that are a formal opportunity for Council to listen to the public regarding the issue at hand, i.e. increases in utility rates or the annual city budget.*

*The public will need to be patient during the remote public hearing process. Online attendees will be automatically muted. Wait for the City Clerk to unmute you and acknowledge you prior to speaker. The City Clerk will read comments and questions submitted through Zoom's chat feature into the record*

### **III. Citizen Input: (estimated time 3 minutes)**

*At this agenda time, non-agenda scheduled citizens may present issues of City concern to Council on topics on are not to be considered later in the meeting. Per Colorado Open Meetings Law, no Council discussion or action will take place until a later date; unless an emergency situation is deemed to exist by the City Attorney. Each speaker has a time limit of 3 minutes to facilitate efficiency in the conduct of the meeting and to allow an equal opportunity for everyone wishing to speak.*

### **IV. Council Action Items:**

**A. Consent Agenda:** *The consent agenda allows City Council to approve, by a single motion, second and vote, matters that have already been discussed by the entire Council or matters that are considered routine or non-controversial. The agenda items will not be separately discussed unless a councilor, City staff, or a citizen requests an item be removed and discussed separately. Items removed from the consent agenda will then be considered after consideration of the consent agenda.*

- **Approval of the March 10, 2020 Regular Session meeting minutes**

Background: Per City Charter, the City Clerk produces minutes of the Council actions for all regular and special session meetings. Minutes are approved or amended at the follow regular session meetings and become permanent city record. If a city councilor was not present at the meeting, they must abstain in the vote and action on approval of the minutes,

Staff contact: City Clerk Erica Boucher

- **Approval of the March 16, 2020 Special Session meeting minutes**

Background: Per City Charter, the City Clerk produces minutes of the Council actions for all regular and special session meetings. Minutes are approved or amended at the follow regular session meetings and become permanent city record. If a city councilor was not present at the meeting, they must abstain in the vote and action on approval of the minutes,

Staff contact: City Clerk Erica Boucher

**Action Required of Council:** A motion, second and vote to approve the Consent Agenda as present with the following items:

- Approve the minutes of the March 10, 2020 Regular Session meeting; and
- Approve the minutes of the March 16, 2020 Special Session meeting.

Estimated time: 5 minutes

**B. Action on the Transfer of Ownership Application for the Retail Marijuana Store from White Porch LLC dba Hashish Hut to San Juan Strains Inc. dba San Juan Strains**

Background: On June 23, 2015, City Council passed Ordinance No. 5, Series 2015, establishing the regulations and process for approving medical and retail marijuana establishments in Gunnison. The State Marijuana Enforcement Division (MED) will issue a Conditional Retail Marijuana Store License for the above-sited application if the local licensing authority approves the transfer of ownership

Staff contact: City Clerk Erica Boucher

**Action Requested of Council:** A motion to approve the Transfer of Ownership for Retail Marijuana Store License Application from White porch LLC dba Hashish Hut to San Juan Strains Inc. dba San Juan Strains, 827 North Main Street, Gunnison, Colorado 81230, based on staff findings.

Estimated time: 5 minutes

**C. Appointment Member to the Planning and Zoning Commission**

Background: Section 3.19 of the Gunnison Home Rule Charter creates a Planning and Zoning Commission, composed of seven at large members, who are appointed by council. Overlapping terms are five years in length. There is one vacancy on the Planning and Zoning Commission because a commissioner resigned on February 21, 2020. Another Planning and Zoning Commissioner informed Community Development that he will be resigning, effective April 22, 2020. That term expires in May 2024. Four qualifying letters of interest were received for the vacancy. They were from Enid Holden, Geoffrey Oros, Travis Scheefer, and Matt Schwartz.

Staff contact: City Clerk Erica Boucher

**Actions Requested of Council:** 1) To appoint a candidate to the Planning and Zoning Commission for the current term set to expire in May 2021; and 2) Appointment of a candidate to the Planning and Zoning Commission beginning April 23, until expiration in May 2024.

Estimated time: 10 minutes

**D. ICELab Update and Request for Funding**

Background: The ICELab was invited to return to City Council in Q1 2020 after visiting in Q4 2019. As the economic hub of the Gunnison Valley, the ICELab requires funding to continue the services provided to the city, including co-working, startup assistance, existing business assistance and recruiting.

Community contact: ICELab Director David Assad

**Action Requested of Council:** A motion to approve \$40,000 from the City of Gunnison in 2020 to support the economic prosperity work of the ICELab for Gunnison.

Estimated time: 15 minutes

**E. Ordinance No. 3, Series 2020; Second Reading: *An Ordinance of the City Council of***

*the City of Gunnison, Colorado amending the Rates to be charged by the City of Gunnison Electric Department for electricity consumed.*

Background: This ordinance raises electric rates charged by the City of Gunnison for electricity consumed by the customer. This increase will allow the City to cover increased maintenance/operational costs and to replace necessary components and equipment.

Staff contact: Public Works Director David Gardner and Electric Superintendent Will Dowis

**Action Requested of Council:** Introduce, read by title only by the City Attorney, motion, second and vote to pass and adopt Ordinance No. 3, Series 2020 on second reading.

Estimated time: 5 minutes

**F. Review and Direction on Large Capital Projects**

Background: Due to growing concerns regarding the spread of the novel coronavirus (COVID-19), Public Works has been requested to reassess large capital general fund expenditures going into the 2020 construction season.

Staff contact: Public Works Director David Gardner

**Action Requested of Council:** To provide Public Works with direction on how to proceed regarding large projects for 2020.

Estimated time: 20 minutes

**G. Resolution No. 7, Series 2020: *A Resolution of the City Council of the City of Gunnison, Colorado, approved the adoption of the Gunnison 2030 Comprehensive Plan***

Background: Following over a year of work and extensive community outreach, staff is recommending adoption of the final draft of the Gunnison 2030 Comprehensive Plan.

Staff contact: Community Development Director Anton Sinkewich

**Action Requested of Council:** Introduce, read by title only, motion, second, and vote to adopt Resolution No. 7, Series 2020: *A Resolution of the City of Gunnison, Colorado, approving the adoption of the Gunnison 2030 Comprehensive Plan*

Estimated time: 10 minutes

**V. Reports:**

City Attorney Report

City Clerk Schedule Update

City Manager Strategic Projects Update and Report

City Councilors with City-related meeting reports; discussion items for future Council meetings

**VI. Meeting Adjournment:**

The City Council Meetings agenda is subject to change. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded and action can be taken. Minutes are posted at City Hall and on the City website at [www.gunnisonco.gov](http://www.gunnisonco.gov). Discussion Sessions are recorded; however, minutes are not produced. For further information, contact the City Clerk's office at 970.641.8140. **TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 24 HOURS**

**BEFORE ALL MEETINGS AT 970.641.8140.**

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

- 9:00 am
- Call to Order
  - Agenda Review
  - Minutes Approval:
    1. 2/18/20 Regular Meeting
    2. 3/3/20 Regular Meeting
  - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Ratification of BOCC Signatures; Letter of Support; Grant Application – Laura Jane Musser
    2. Acknowledgment of County Manager’s Signature; Creative Info Systems Fund; Gunsight Bridge to Oh-Be-Joyful Campground Connector Trail
    3. Intergovernmental Agreement; West Central Public Health Partnership; July 1, 2020 – June 30, 2023
    4. Memorandum of Agreement; Six Points Evaluation & Training, Inc.; 2020 Funding
    5. BOCC Letter of Support; ICELab Enterprise Zone Contribution Project Designation
    6. BOCC Letter of Support; Gunnison Arts Center Grant Application – Building Renovations
    7. Investment Grade Audit Report & Energy Performance Contracting Project Proposal Contract; Colorado Energy Office & Johnson Controls, Inc.
    8. Grant Agreement; Delta Dental of Colorado Foundation & Professional Services Agreement; Integrative Dentistry
    9. Jail Service Agreement; T.W. Vending DBA TurnKey Corrections & Facility Telephone Telecommunications Agreement; TKC TeleCom LLC
    10. Grant Application; Colorado Department of Public Health & Environment – Opioid Overdose Prevention Program
- 9:05
- Gunnison County Boards and Commissions Appointments
    - Board of Adjustments & Board of Appeals
    - Environmental Health Board
    - Historical Preservation Commission
    - Land Preservation Board
    - Sage Grouse Strategic Committee
    - Watershed Weed Commission
  - Scheduling
- 9:15
- Public Hearing; Liquor License Application; Double J Enterprises LLC dba Sapinero Village Store
- 9:25
- County Manager’s Report
    1. 2013 Certificates of Participation Refunding
    2. 2020 Project Funding
- 9:35
- Deputy County Manager’s Report
    1. Resolution; A Resolution Authorizing Temporary Weight Restriction for a Portion of County Road 734 also known as Slate River Road
    2. Resolution; A Resolution Authorizing Temporary Seasonal Closure and Weight Restriction for a Portion of County Road 38 also known as Gold Basin Road
    3. Temporary Road Use Agreement; Kebler Pass – Annual Chainless Bike Race 6/26/20
    4. Discussion; Re: Refunding Fees for Cancelled Events – Fairgrounds

- 9:45 • Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2017 & 2018; R000037, Lot 1 Meadows Subdivision B738 P290 #517931; Walmart Real Estate Business Trust
- 10:00 • Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2017 & 2018; R002078, Lots 14-24 & E/W Alley Adj Blk 146 West Gunnison #654235
- 10:15 • Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2017 & 2018; R002079, Lots 17-23, 13'x200' Tract Adj, E/W Alley Adj Blk 145 West Gunnison #654235
- 10:30 • Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2017 & 2018; R003448, Lots 9-24 Blk 47 Crested Butte #583170
- 10:45 • Resolution; A Resolution and Declaration Establishing the First Extension of the Gunnison County COVID-19 Local Disaster Emergency
- 10:55 • Amended Plat Approval; Remainder Lot 22, The Meadows Phase 2-R
- 11:00 • Amended Plat Approval; LUC-20-00004 – Elcho IV Townhomes
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> no later than 6:00 pm on the Friday prior to the meeting.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:**

- 4:00 pm
- Call to Order
  - Resolution; A Resolution Amending Gunnison County Emergency and Disaster Management and Procedures
  - Adjourn

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:**

- 4:15 pm
- COVID-19 Response
  - Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> no later than 24 hours prior to the meeting.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:**

- 8:30 am • Discussion; Gunnison County Electrical Association; Mike McBride
- 9:00 • Gunnison Valley Hospital Board of Trustees Quarterly Update
- Adjourn

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:**

- 10:30 am • Call to Order
- Vouchers & Transfers
- Sales Tax & Local Marketing District Reports
- Treasurer's Report
- Adjourn

**Zoom Meeting:****Time: Mar 24, 2020 08:30 AM Mountain Time (US and Canada)****Join Zoom Meeting****<https://zoom.us/j/810804494?pwd=MGV4UVphS2ExNi9WNkdaUEs3Q3BnQT09>****Meeting ID: 810 804 494****Password: 158006****One tap mobile****+14086380968,,810804494# US (San Jose)****+16699006833,,810804494# US (San Jose)**

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> no later than 6:00 pm on the Friday prior to the meeting.

**GUNNISON COUNTY BOARD OF COMMISSIONERS  
WORK SESSION AGENDA**

245

**DATE:** Thursday, March 26, 2020

**Page 1 of 1**

**PLACE:** Board of County Commissioners' Meeting Room at the Gunnison County Courthouse  
(REMOTE)

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:**

- 4:00 pm
- COVID-19 Response
  - Adjourn

**Zoom Meeting:**

**Time: Mar 26, 2020 04:00 PM Mountain Time (US and Canada)**

**Join Zoom Meeting**

<https://zoom.us/j/176147003?pwd=TUh6YUJkMjdlQ0RZeW11NDVjS28rQT09>

**Meeting ID: 176 147 003**

**Password: 472795**

**One tap mobile**

**+14086380968,,176147003# US (San Jose)**

**+16699006833,,176147003# US (San Jose)**

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:**

- 4:00 pm
- COVID-19 Response
  - Adjourn

**Zoom Meeting:****Time: Apr 2, 2020 04:00 PM Mountain Time (US and Canada)****Join Zoom Meeting****<https://zoom.us/j/191159883?pwd=MUMrL3hyWWZ2TG92ZEXxQjBZaFFhQT09>****Meeting ID: 191 159 883****Password: 402212****One tap mobile****+13462487799,,191159883# US (Houston)****+14086380968,,191159883# US (San Jose)**

**April 20, 2020****New Business**

CBFPD IGA

Ordinance - Station 1 Lease

Resolution - Designating CBFPD as the Town's emergency response authority for hazardous incidents.

Ordinance - Subdivision Improvements Agreement for Tracts 1-6

Ordinance - Approving Annexation Agreement

Ordinance - Annexing Major Subdivision

Ordinance - Verizon Tower Lease

**May 4, 2020****Future Items**

- Quarterly Financial Reports
- Ordinance - CO Model Traffic Code 2018
- Briefing of the Legal Implications of Vested Rights
- Appointment of Municipal Judge - July 2020
- Cemetery Committee Presentation
- BOZAR Appointment
- Big Mine Hockey Changing Rooms Bid Award