

**SEWER LINE CONNECTION AGREEMENT
(CROSSROADS VILLAGE SUBDIVISION PHASE 2)**

THIS SEWER LINE CONNECTION AGREEMENT ("Agreement") is made and entered into to be effective the 18th day of January, 2022, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("Salida"), RMBC PROPERTIES, LLC, a Colorado nonprofit corporation (the "Developer") and CROSSROADS VILLAGE ASSOCIATION, INC., a Colorado nonprofit corporation (the "Association") (each a "Party" and together the "Parties").

Section 1 - Recitals

1.1 On the Effective Date set forth above, the Developer was the fee title owner of certain lands known as the "**Crossroads Village Subdivision**" more particularly described on attached **Exhibit A** (the "Property"). Since the Effective Date, the Developer has sold multiple lots in Phase 2 of the Property.

1.2 The Developer and Salida intended to enter into this Agreement on or before the Effective Date, which was the date that Phase 2 of the Property connected to the sewer line extension and began receiving sewer services from Salida. However, due to inadvertence or oversight, the Agreement was not executed. The Developer, the Association, and Salida understand and acknowledge that the purpose of this Agreement is to memorialize the terms of the Agreement.

1.3 The Association is entering into this Agreement on behalf of the owners of all lots within Phase 2 of the Property, as the Developer no longer owns all of the lots within Phase 2 of the Property. The Association represents that all requisite actions have been taken for the Association to enter into this Agreement on behalf of said lot owners.

1.4 The Property is located within the current corporate boundaries of the Town of Poncha Springs ("Poncha Springs" or "Town") and within Salida's Wastewater Service Plan Area as defined in Section 13-2-20 of the Salida Municipal Code. This Agreement pertains to the Property, as described on attached **Exhibit A**.

1.5 Salida provides sewer service in Poncha Springs pursuant to and in accordance with the terms and conditions of two intergovernmental agreements between Salida and Poncha Springs: the Intergovernmental Agreement for Transfer of Sewer System dated April 6, 2010 ("System IGA"), and the Intergovernmental Agreement for Provision of Sewer Services dated April 6, 2010 ("Service IGA").

1.6 In accordance with the Poncha Springs Land Use Code, the Developer submitted a plat to the Town of Poncha Springs for the Crossroads Village Subdivision and obtained final plat approval of the subdivision by the Town Board on October 23, 2017. The plat of Crossroads Village Subdivision was recorded in the Chaffee County Clerk and Recorder's Office on July, 16, 2018 at Reception No. 444276.

1.7 Under the System IGA, Salida operates, maintains, and expands its sewer system to accommodate and not inhibit planned growth and development within Poncha Springs's planning and zoning jurisdiction.

1.8 Under the Service IGA, Poncha Springs shall not record any final plat for any development within Poncha Springs until the Town has received written confirmation from Salida that the developer has executed a line extension agreement or line connection agreement with Salida or has otherwise applied for and been granted service per the Salida Municipal Code.

1.9 The Property is currently serviced by a Salida sewer line, and the Developer has performed all work necessary to connect to a Salida sewer main ("Sewer Line Connection"), as shown on the Sewer Plans attached as **Exhibit B**.

1.10 The Developer, the Association, and Salida wish to enter into this Agreement in satisfaction of the requirement for a line connection agreement under the Service IGA, and to provide for Salida's continuing provision of sewer service to Phase 2 of Crossroads Village Subdivision.

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

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

Section 2 – Definitions

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

2.1 "Agreement" means this Sewer Line Connection Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.

2.2 "Appurtenant Sewer Service Lines" means all service lines and laterals necessary to deliver wastewater from the Property into the Sewer Main(s).

2.3 "City" means the City of Salida, a Colorado statutory city.

2.4 "City Administrator" means the City Administrator of the City of Salida, Colorado, and the City Administrator's designee.

2.5 "City Council" means the City Council of the City of Salida, Colorado.

2.6 "Developer" means RMBC Properties, LLC, and its successor(s).

2.7 "Development" means all work on the Property required to accomplish construction and installation of the Sewer Line Connection. When the context so dictates, the verb "Develop" may be used in place of the noun "Development."

- 2.8 “Effective Date” means the Effective Date set forth above, subject to City Council approval of the execution of this Agreement. Upon approval by the City Council, this Agreement will become binding upon and enforceable by Salida, the Developer, and the Association.
- 2.9 “Phase 2” means that portion of Crossroads Village Subdivision that is the subject of this Agreement, and includes Lots 14-36 as shown by the red phase line on the final plat page 2 included as Exhibit A.
- 2.10 “Property” means the land that is known as the “**Crossroads Village Subdivision**” and described in attached **Exhibit A**.
- 2.11 “Reimbursable Costs and Fees” means all fees and costs incurred by Salida in connection with Salida’s processing and review of the Public Improvements, and Salida’s drafting, review, and execution of this Agreement.
- 2.12 “Required Improvements” means the improvements that the Developer is required to make to the Property to connect the existing sewer main line to a private service line to be located on the Property and to provide service to Property, including all Appurtenant Sewer Service Lines, consistent with and in compliance with the final plat approval and with the construction plans and drawings submitted to Salida and Poncha Springs for review and approval.
- 2.13 “Salida Municipal Code” means the City of Salida Municipal Code, as amended.
- 2.14 “Service IGA” means the Intergovernmental Agreement for Provision of Sewer Services made by and between the City of Salida and the Town of Poncha Springs on April 6, 2010.
- 2.15 “Sewer Line Connection” means the connection to be constructed by the Developer on the Property as shown on **Exhibit B**, to allow the Developer to connect a private service line located on the Property to an existing sewer main line with sufficient capacity to enable Salida to provide sewer service to the Property.
- 2.16 “System IGA” means the Intergovernmental Agreement for Transfer of Sewer System made by and between the City of Salida and the Town of Poncha Springs on April 6, 2010.
- 2.17 “Town” means the Town of Poncha Springs.

Section 3 – Purpose of Agreement and Binding Effect

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

3.2 Binding Agreement and Covenant Running with the Land. This Agreement benefits and is binding upon Salida, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property commencing on the Effective Date. The Association, on behalf of the owners of lots within Crossroads Village

Subdivision Phase 2, agrees that this Agreement was intended to be entered into on or before the Effective Date, and agrees on behalf of such owners that this Agreement shall run with the Property and shall be construed to have commenced on the Effective Date.

3.3. **Reservation.** Notwithstanding anything to the contrary herein, and to the extent that Salida becomes aware of new information with respect to the Property or the Sewer Line Connection following execution of this Agreement, Salida reserves the right to require new terms or conditions for the Required Improvements or new obligations for the Developer with respect to such improvements.

Section 4 – Connection to Sewer Line and Provision of Sewer Service

4.1 **Provision of Sewer Service.** Salida approval of individual sewer taps and sewer service to lots within the Property will be dependent on the capacity of downstream infrastructures at the time of an Application for Service within the Service Plan Areas (Salida Municipal Code, Section 13-2-30), as set forth in the Salida Sewer Collection System Build-Out Infrastructure Plan completed by Providence Infrastructure Consultants dated November 13, 2019 (“Plan”), or subsequent updated plans or data that may supersede it, as accepted and approved by the Salida City Council serving in its capacity as the governing body of the wastewater enterprise. The Developer has constructed and installed the Required Improvements, including, without limitation, all Appurtenant Sewer Services Lines, only in accordance with the terms of this Agreement, the System IGA and the Service IGA.

4.2 Salida agrees to provide sewer service to the Property, and the Developer has constructed and installed the Required Improvements, only in accordance with the terms and conditions of this Agreement, the System IGA, and the Service IGA, and with the following:

4.2.1 All requirements of the Town Code and the Town’s Subdivision Approval Ordinance;

4.2.2 All requirements of the Salida Municipal Code;

4.2.3 The City of Salida’s Standard Specifications for Construction, as amended;

4.2.4 The City of Salida Department of Public Works’ Design Criteria Manual for Water, Sewer, and Streets, as amended;

4.2.5 The Town’s applicable engineering standards for construction and installation of the Required Improvements, including without limitation standards for compaction in trenches, under pavement, under sidewalks, at valve boxes, and around manholes; and

4.2.6 All other applicable laws and regulations, including without limitation all Town Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.

4.3 The Developer acknowledges and agrees that in accordance with paragraph 1.c of the Service IGA and in accordance with the Salida Municipal Code, Salida is and will be under no obligation to provide sewer service to the Property until the Required Improvements required hereunder have been completed and accepted by Salida; and that in accordance with paragraph 1.d

of the Service IGA, Salida will have no obligation to provide sewer service to the Property until Salida has formally approved and accepted the Required Improvements and has confirmed in writing to Poncha Springs that all terms and conditions of the System IGA and the Service IGA have been complied with to Salida's satisfaction.

4.4 The Developer acknowledges and agrees that in accordance with paragraphs 5.c and 5.d of the System IGA, Salida may impose special assessments within its sewer service area to fund specific improvements and upgrades as may be necessary from time to time, and that such special assessments may be imposed following the Effective Date.

Section 5 – Terms and Conditions for Sewer Line Connection and Provision of Sewer Service

5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the System IGA, the Service IGA, the Salida Municipal Code, and all other applicable laws and regulations, including without limitation all Town Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.

5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to Salida in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.

5.3 Limitations on Wastewater Delivered Through Sewer Line Connection. The Developer acknowledges and agrees that Salida's obligation to provide sewer service to the Property is contingent upon the Developer's construction and installation, and Salida's written approval pursuant to paragraph 5.11 below, of the Required Improvements.

5.4 Salida approval of individual sewer taps and sewer service to lots on the Property will be dependent on the capacity of downstream infrastructures at the time of application, as determined by and in the context of the Salida Sewer Collection System Build-Out Infrastructure Plan completed by Providence Infrastructure Consultants dated November 13, 2019 ("Plan"), or subsequent updated plans that may supersede it, as accepted and approved by the Salida City Council serving in its capacity as the governing body of the wastewater enterprise. The depth of flow to diameter of pipe ratio ("d/D") capacity threshold of .8 (the maximum Colorado Department of Public Health ("CDPHE") allowable d/D ratio at peak flow) is currently identified in the Plan as a Flow Rate (GPM) of 615 (Plan, Table 4, Technical Memo 7).

5.5 Final Acceptance Not a Warranty that Sewer Service Will be Available. Regardless of final written acceptance of the Public Improvements by Salida, such acceptance shall not constitute a warranty or promise by Salida to provide sewer services, if the capacity of the sewer system does not allow for the provision of such service. Salida approval of individual sewer taps and sewer service to lots on the Property will be dependent on the capacity of downstream infrastructures at the time of application, as determined by and in the context of the Plan, or subsequent updated plans or data that may supersede it, as accepted and approved by the Salida City Council serving in its capacity as the governing body of the wastewater enterprise.

5.6 Required Improvements. The Developer was responsible for a detailed list of Required Improvements under the Town's final plat approval of the Property. In accordance with paragraph 1.d of the Service IGA, Salida performed all necessary inspections and, when appropriate, provided required written confirmations in a timely fashion and within the time limitations, if any, imposed on Poncha Springs for inspecting the Required Improvements. **Exhibit C** demonstrates the release of the Lot Sales Restriction that acknowledges that all Required Improvements pursuant to the applicable Subdivision Improvements Agreement were satisfied.

5.7 Prior Approval of Plans for Sewer Line Connection. Before the Developer commenced construction or installation of the Required Improvements, the Salida Public Works Director or City Engineer reviewed and approved the drawings and plans for such improvements, which drawings and plans must be stamped by the engineer retained by the Developer.

5.8 Construction Standards. The Developer ensured that all construction is performed in accordance with this Agreement, industry standards, and Salida's rules, regulations, requirements, and criteria governing such construction.

5.9 Observation of Development and Inspection of Required Improvements. Salida may observe all Development on the Property, and may inspect and test and/or require the Developer's qualified professional consultant(s) to inspect and test each component of the Required Improvements.

5.9.1 The Developer hired a qualified geotechnical consultant to provide quality assurance testing during the construction and installation of the Public Improvements, and shall deliver to Salida copies of all test reports.

5.9.2 The Developer hired a professional engineering consultant to provide construction management and inspections during the construction and installation of the Required Improvements, and to stamp the drawings and plans for the Required Improvements before such drawings and plans are reviewed and approved by the Salida Public Works Director or City Engineer pursuant to paragraph 5.5 above.

5.9.3 The Developer has reimbursed Salida for any and all costs associated with Salida's observation of Development on the Property and inspection and testing of the Required Improvements, and Salida will not give its written approval of the Public Improvements, as described in paragraph 5.11 below, until such costs, if any, have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction and installation.

5.10 Salida's Written Approval of Required Improvements. Prior to the Effective Date, the Salida Public Works Director or City Engineer inspected the Required Improvements to ascertain whether they were completed in conformity with the approved plans and specifications. After execution of this Agreement, the Salida Public Works Director or City Engineer shall confirm in writing the date on which all Required Improvements were completed in conformity with the approved plans and specifications. The Developer has made any corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.

5.11 Final Acceptance of Required Improvements. Developer has completed the Required Improvements. Upon execution of this Agreement, Salida shall issue its final written acceptance of the Required Improvements.

5.12 Inspection Distinguished from Approval. A Salida official's inspection and/or verbal approval of the Development, at any particular time, will not constitute Salida's final approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.11 above.

5.13 Compliance with Environmental Laws. During Development, the Developer complied with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act), the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response Compensation and Liability Act.

5.14 Reimbursable Costs and Fees. The Developer has paid to Salida the fees described below at the time set forth below:

5.14.1 The Developer shall reimburse Salida for all fees and actual costs incurred by Salida in connection with Salida's processing and review of the proposed Required Improvements, including without limitation Salida's review of the Developer's Subdivision Improvements Agreement with Poncha Springs and supporting documentation; and Salida's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to Salida's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by Salida in connection with processing and review of the proposed Public Improvements.

5.14.2 Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, were determined based on the fee schedule attached to Salida's then-effective Open Records Policy.

5.14.3 Reimbursable Costs and Fees attributable to work completed by the City Attorney or by Salida's outside consultants and/or counsel were equal to the actual costs and fees billed to and paid by Salida for that work.

Section 6 – Default by Developer and Salida's Remedies

6.1 Salida's Remedies on Developer's Default. In the event of the Developer's default with respect to any term or condition of this Agreement, Salida may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:

6.1.1 Suspension of all further activities and approvals related to the Required Improvements.

6.1.2 Any other remedy available in equity or at law.

6.2 Notice of Default. Consistent with Section 16-2-60 (o) of the Salida Municipal Code, before taking remedial action hereunder, Salida shall give written notice to the Developer of the

nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, Salida will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.

6.3 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.

6.4 Waiver. Any waiver by Salida of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will not constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

6.5 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 7 – Indemnification and Release

7.1 Release of Liability. The Developer and the Association acknowledge that Salida cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Salida Municipal Code, City Ordinances, and the laws of the State of Colorado. The Developer and the Association further acknowledges that they act at their own risk with respect to relying or acting upon any representation or undertaking by Salida or its officers or agents or their designees. Accordingly, the Developer and the Association expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by Salida or its officers or agents or their designees.

7.2 Indemnification.

7.2.1 The Developer and the Association shall indemnify and hold harmless Salida, and Salida's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) acts or omissions by the Developer or its officers, employees, agents, consultants, contractors, or subcontractors in connection with this Agreement; (b) Salida's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Property or the construction and installation of the Public Improvements; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by Salida upon the Property or the Public Improvements; or (c) any other item contained in this Agreement.

7.2.2 The Developer shall reimburse Salida for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought by a third party against Salida as a result of Salida's approval of the Public Improvements; and shall reimburse Salida for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge Salida's approval of the Public

Improvements. Nothing in this Agreement obligates or compels Salida to proceed with any action or referendum position.

7.2.3 Fees, expenses, and costs attributable to work completed by Salida staff, not including the City Attorney, will be determined based on the fee schedule attached to Salida's then-effective Open Records Policy.

7.2.4 Fees, expenses, and costs attributable to work completed by the City Attorney or by Salida's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by Salida for that work.

Section 8 – Representations

8.1 Developer's and Association's Representations. The Developer and the Association represent to Salida that the following are true and correct as of the date of the Developer's and the Association's execution of this Agreement, and were true and correct on the Effective Date:

8.1.1 Authority. This Agreement has been duly authorized and executed by the Developer and the Association as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.

8.1.2 Authorized signatory. The person executing this Agreement on behalf of the Developer and on behalf of the Association is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.

8.1.3 No litigation or adverse condition. To the best of the Developer's knowledge, as of the Effective Date, there was no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to Develop the Property as contemplated under the approved final plat.

8.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, as of the Effective Date, the Public Improvements and associated easements to be conveyed to Salida hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation the Clean Water Act, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response Compensation and Liability Act.

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

8.2 Salida's Representations and Warranties. Salida represents and warrants to the Developer that the following are true and correct as of the date of Salida's execution of this Agreement and will be true and correct as of the Effective Date:

8.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of Salida, and is enforceable as to Salida in accordance with its terms.

8.2.2 Authorized signatory. The person executing this Agreement on behalf of Salida is duly authorized and empowered to execute this Agreement on behalf of Salida.

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

Section 9 – General Provisions

9.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of Salida to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of any Ordinances or resolutions authorizing or adopting this Agreement.

9.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to the subject hereof, and is the total integrated agreement between the Parties with respect to that subject.

9.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.

9.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.

9.5 Survival. Salida's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.

9.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

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

Copy to: Salida City Attorney Nina P. Williams
c/o Wilson Williams Fellman Dittman
1314 Main Street, Suite 101
Louisville, CO 80027

Notice to the Developer: RMBC Properties, LLC
PO Box 115
Poncha Springs, CO 81242

Notice to the Association: Crossroads Village Association, Inc.
PO Box 115
Poncha Springs, CO 81242

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

9.8 Recording. Salida shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense. Alternatively, Salida may direct the Developer's legal counsel to cause the Agreement to be recorded, and provide the City with a copy of the recorded document.

9.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than Salida, the Developer, and the Association.

9.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive Salida's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.

9.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.

9.12 Subject to Annual Appropriation. Any financial obligation of Salida arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion.

9.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.

9.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

CITY OF SALIDA, COLORADO

By: _____
Dan Shore, Mayor

ATTEST:

City Clerk Kristi Jefferson

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this ___ day of _____ 2024,
by Dan Shore, as Mayor, and by Kristi Jefferson as City Clerk, on behalf of the City of Salida,
Colorado.

WITNESS my hand and official seal.

My Commission expires:_____.

Notary Public

THIS SPACE INTENTIONALLY LEFT BLANK
ADDITIONAL SIGNATURE PAGES FOLLOW

RMBC PROPERTIES, LLC, a Colorado limited liability company

By:

Name: Cinda Riley
Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2024
by Cinda Riley, as Manager of RMBC Properties, LLC, a Colorado limited liability company.

WITNESS my hand and official seal. My Commission expires: _____.

Notary Public

CROSSROADS VILLAGE ASSOCIATION, INC., a Colorado nonprofit corporation

By:

Name: Cinda Riley
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2024
by Cinda Riley, as President of Crossroads Village Association, Inc., a Colorado nonprofit
corporation.

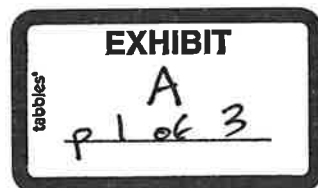
WITNESS my hand and official seal. My Commission expires: _____.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Crossroads Village Subdivision Phase 2
Lots 14-36, Crossroads Village Subdivision
As shown on the plat recorded at Reception No. 444276
Town of Poncha Springs, Chaffee County, Colorado

(See attached copy of Plat for Crossroads Village Subdivision.)



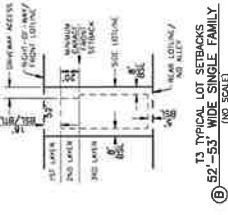
CROSSROADS VILLAGE

CIVIL ENGINEERING PLANS LOCATED IN THE SE 1/4, NE 1/4 OF SECTION 9, T 49 N, R 8 E, NMPH PONCHA SPRINGS, COLORADO AUGUST 2017



DEVELOPER/APPLICANT
RMC PROPERTIES, LLC
800 S. 10TH STREET
PONCHA SPRINGS, CO 81242
CONTACT: CHRYL TILLY

SURVEYOR
HENDERSON SURVEYING CO, INC
3020 G STREET
SALIDA, CO 81069
CONTACT: MIKE HENDERSON



GENERAL NOTES:

- THE EXISTING AND LOCATED UTILITIES AND VAS STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS APPROVED BY THE TOWN OF PONCHA SPRINGS. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS AT THE LOCATION OR THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES AT THE LOCATION. THE ENGINEER HAS ADVISED THE CONTRACTOR AS TO THE LOCATION AND DEPTH OF ANY UTILITIES DISCOVERED AT THE LOCATION. IT IS RECOMMENDED THAT THE CONTRACTOR BE RESPONSIBLE FOR OBTAINING PERMITS AND VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES OF RECORD OR NOT OF RECORD OR ANY NOT SHOWN ON THESE PLANS.
- RELOCATION OR REMOVAL OF ANY EXISTING UTILITIES SHALL BE PERFORMED BY THE RESPECTIVE UTILITY OWNERS, AT THE EXPENSE OF THE OWNER.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST ADOPTED EDITION OF:
 - ALIGNEDMENTS AND GRIDS SHALL BE STATED BY A REGISTERED LAND SURVEYOR
 - UNLESS SPECIFICALLY NOTED OTHERWISE, CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ALL PERMITS NECESSARY FOR COMPLETION OF THE WORK
 - CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS, ORDINANCES, AND STANDARDS, INCLUDING BUT NOT LIMITED TO:
 - LOCAL, STATE AND FEDERAL, ZONING REQUIREMENTS
 - CLEAN WATER ACT
 - UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARED THESE PLANS WILL BE APPROVED AS SHOWN. ANY CHANGES TO THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARED OF THESE PLANS.

WEED MANAGEMENT AND EROSION CONTROL NOTES:

- CONTRACTOR SHALL CLEAN ALL EQUIPMENT PRIOR TO ENTERING THE SITE.
- IMPORTED FILL SHALL BE OBTAINED FROM A WEED-FREE SOURCE.
- ALL DISTURBED AREAS SHALL BE RESEEDING WITH NATIVE GRASSES AND FORBS WITHIN 72 HOURS OF COMPLETION OF THE GRADING OPERATION. RESEEDING SHALL BE PERFORMED USING SEED-BED PREPARATION, SEEDING AND WATERING.
- USE A HARROW TO LOOSEN THE SOIL AND WORK THE FERTILIZER INTO THE SOIL.
- BROADCAST THE SPECIFIED SEED MIX ONTO THE PREPARED AREA.
- AREAS NOT ADDRESSABLE TO EQUIPMENT SHOULD BE HAND-APPLIED USING SEED MIX:

BASES OF BEARINGS:

BEARINGS ARE BASED ON THE INTERSECTION OF THE PROPOSED MAINWAY AND EVANS AVENUE. THE CORNER SPACES AND AT THE INTERSECTION OF PROPOSED MAINWAY AND EVANS AVENUE. THE CORNER SPACES AND AT THE INTERSECTION OF PROPOSED MAINWAY AND EVANS AVENUE, EXTENDED, AS SHOWN AND DESCRIBED HEREON.

NOTE:
SEE PROJECT SPECIFICATIONS AND OTHER SHEETS FOR STREET, SEWER AND WATER GENERAL NOTES

CONTRACTOR SHALL COMPLY WITH:

- ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS, ORDINANCES, AND STANDARDS, INCLUDING BUT NOT LIMITED TO:
 - LOCAL, STATE AND FEDERAL, ZONING REQUIREMENTS
 - CLEAN WATER ACT
- UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARED THESE PLANS WILL BE APPROVED AS SHOWN. ANY CHANGES TO THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARED OF THESE PLANS.

LEGEND

- SOLID LINE: PROJECT BOUNDARY
- DASH-dot-dot LINE: NEW RIGHT-OF-WAY
- DASH-dot LINE: NEW CENTRALLINE
- DASH-dot LINE: NEW LOT LINE
- DASH-dot-dot-dot LINE: DRAINAGE (AS NOTED)
- SOLID LINE: EXISTING CONTIGUOUS
- DASH-dot-dot LINE: EXISTING LOT LINE
- SOLID LINE: EXISTING WATER MAIN
- DASH-dot-dot-dot-dot LINE: EXISTING OVERHEAD ELECTRIC TELEVISION
- SOLID LINE: NEW SEWER MAIN (SIZE PER PLAN)
- DASH-dot-dot-dot-dot LINE: NEW WATER MAIN (SIZE PER PLAN)
- DASH-dot-dot-dot-dot LINE: EXISTING MAJOR CONDUIT
- DASH-dot-dot-dot-dot LINE: EXISTING WORK CONDUIT
- DASH-dot-dot-dot-dot LINE: PROPOSED MAJOR CONDUIT
- DASH-dot-dot-dot-dot LINE: PROPOSED WORK CONDUIT
- DASH-dot-dot-dot-dot LINE: FINISH LINE
- DASH-dot-dot-dot-dot LINE: EXISTING IRREGULAR DITCH
- DASH-dot-dot-dot-dot LINE: NEW ASPHALT STREET
- DASH-dot-dot-dot-dot LINE: NEW GRAVEL ALLEY
- DASH-dot-dot-dot-dot LINE: NEW MAKE GRASS COUPOUNDRS
- DASH-dot-dot-dot-dot LINE: NEW CONCRETE PLANKWORK
- DASH-dot-dot-dot-dot LINE: NEW ROCK SURFACE PLANTER
- DASH-dot-dot-dot-dot LINE: NEW MULTI-FAMILY BUILDING
- DASH-dot-dot-dot-dot LINE: NEW ONE-WAY ARROW
- DASH-dot-dot-dot-dot LINE: EXISTING POWER POLE
- DASH-dot-dot-dot-dot LINE: NEW STREET LIGHT
- DASH-dot-dot-dot-dot LINE: NEW TRAFFIC SIGN
- DASH-dot-dot-dot-dot LINE: NEW FIRE HYDRANT
- DASH-dot-dot-dot-dot LINE: NEW ONE-WAY ARROW
- DASH-dot-dot-dot-dot LINE: NEW WATER SERVICE LINE (W/CAP)
- DASH-dot-dot-dot-dot LINE: NEW WATER TEE (SIZE PER PLAN)
- DASH-dot-dot-dot-dot LINE: NEW WATER GATE VALVE
- DASH-dot-dot-dot-dot LINE: NEW WATER REDUCER
- DASH-dot-dot-dot-dot LINE: NEW/EXISTING SEWER MANHOLE
- DASH-dot-dot-dot-dot LINE: NEW SEWER SERVICE (W/PAUD)
- DASH-dot-dot-dot-dot LINE: NEW ELECTRICAL TRANSFORMER (EWT)
- DASH-dot-dot-dot-dot LINE: NEW ON-SITE TREE
- DASH-dot-dot-dot-dot LINE: LOT TYPE
- DASH-dot-dot-dot-dot LINE: CONSTRUCTION NOTE CALL-OUT
- DASH-dot-dot-dot-dot LINE: CENTERLINE
- DASH-dot-dot-dot-dot LINE: RIGHT-OF-WAY
- DASH-dot-dot-dot-dot LINE: PROPERTY LINE
- DASH-dot-dot-dot-dot LINE: SQUARE FEET
- DASH-dot-dot-dot-dot LINE: BUILDING SETBACK LINE
- DASH-dot-dot-dot-dot LINE: EDGE OF PAVEMENT
- DASH-dot-dot-dot-dot LINE: FINISHED FLOOR
- DASH-dot-dot-dot-dot LINE: FINISHED SURFACE
- DASH-dot-dot-dot-dot LINE: FINISHED GROUND
- DASH-dot-dot-dot-dot LINE: TOP OF CURB
- DASH-dot-dot-dot-dot LINE: FLOUINE
- DASH-dot-dot-dot-dot LINE: CURB FACE
- DASH-dot-dot-dot-dot LINE: GRAD BREAK
- DASH-dot-dot-dot-dot LINE: HIGH POINT
- DASH-dot-dot-dot-dot LINE: LOW POINT
- DASH-dot-dot-dot-dot LINE: EXISTING GROUND
- DASH-dot-dot-dot-dot LINE: POINT OF INTERSECTION
- DASH-dot-dot-dot-dot LINE: BEGIN CURVE
- DASH-dot-dot-dot-dot LINE: END CURVE
- DASH-dot-dot-dot-dot LINE: TOP OF PIPE
- DASH-dot-dot-dot-dot LINE: INSERT

GRADING NOTES:

- THE GRADING CONTRACTOR SHALL VERIFY HIMSELF AS TO THE GROUND QUANTITY AS PART OF HIS BID.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF WORK.
- WHERE AUTHORIZED, FILL MATERIALS ARE TO BE OBTAINED FROM BULKING PADS. THE SURFACE SHALL FIRST BE SCARIFIED OF ALL VEGETATION. THE DENSITY OF EXISTING SOILS SHALL BE OBTAINED BY A REGISTERED GEOTECHNICAL ENGINEER. THE DENSITY OF SOIL STANDARD PROCTOR DENSITY WITHIN 3% OF AVERAGE OF 9 LOTS.
- RESEEDING SHALL BE PERFORMED AS REQUIRED BY THE CONTRACTOR AND APPROVED BY A REGISTERED LAND SURVEYOR.
- ALL FILL TO BE COMPLETED TO A MINIMUM DENSITY OF 93% STANDARD PROCTOR DENSITY WITHIN 3% OF OPTIMUM MOISTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF WORK.
- ALL FILL TO BE COMPLETED TO A MINIMUM DENSITY OF 93% STANDARD PROCTOR DENSITY WITHIN 3% OF OPTIMUM MOISTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF WORK.

CIVIL ENGINEERING PLANS SHEET INDEX:

- CIVIL ENGINEERING PLANS COVER SHEET
- STREET DETAIL SHEET
- STREET DETAIL SHEET
- ALABAMA STREET - PLAN & PROFILE - 1+00 TO 3+15
- ALABAMA STREET - PLAN & PROFILE - 3+15 TO 11+00
- ALABAMA STREET - PLAN & PROFILE - 11+00 TO 14+59.44
- HOOKER CIRCLE - PLAN & PROFILE - 1+00 TO 5+81.30
- NORTH ALLEY - PLAN & PROFILE - 1+00 TO 6+25
- NORTH ALLEY - PLAN & PROFILE - 6+25 TO 10+62.90
- SOUTH ALLEY - PLAN & PROFILE - 1+00 TO 8+00
- PAVED APT ALLEY - PLAN & PROFILE - 6+00 TO 7+12.48
- SEWER DETAIL SHEET
- SEWER DETAIL SHEET
- SEWER LINE A - PLAN & PROFILE - 1+00 TO 5+25
- SEWER LINE A - PLAN & PROFILE - 5+25 TO 11+00
- SEWER LINE A - PLAN & PROFILE - 11+00 TO 14+59.39
- SEWER LINE B - PLAN & PROFILE - 1+00 TO 2+00
- SEWER LINE C - PLAN & PROFILE - 1+00 TO 1+70.53
- WATER COVER SHEET
- WATER DETAIL SHEET
- WATER LINE A - PLAN & PROFILE - 1+00 TO 5+50
- WATER LINE A - PLAN & PROFILE - 5+50 TO 11+00
- WATER LINE A - PLAN & PROFILE - 11+00 TO 14+66.40
- WATER LINE B - PLAN & PROFILE - 1+00 TO 4+72.99

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	08/15/17	JL	ISSUED FOR PERMITS
2	08/15/17	JL	ISSUED FOR PERMITS
3	08/15/17	JL	ISSUED FOR PERMITS
4	08/15/17	JL	ISSUED FOR PERMITS
5	08/15/17	JL	ISSUED FOR PERMITS
6	08/15/17	JL	ISSUED FOR PERMITS
7	08/15/17	JL	ISSUED FOR PERMITS
8	08/15/17	JL	ISSUED FOR PERMITS
9	08/15/17	JL	ISSUED FOR PERMITS
10	08/15/17	JL	ISSUED FOR PERMITS
11	08/15/17	JL	ISSUED FOR PERMITS
12	08/15/17	JL	ISSUED FOR PERMITS
13	08/15/17	JL	ISSUED FOR PERMITS
14	08/15/17	JL	ISSUED FOR PERMITS
15	08/15/17	JL	ISSUED FOR PERMITS
16	08/15/17	JL	ISSUED FOR PERMITS
17	08/15/17	JL	ISSUED FOR PERMITS
18	08/15/17	JL	ISSUED FOR PERMITS
19	08/15/17	JL	ISSUED FOR PERMITS
20	08/15/17	JL	ISSUED FOR PERMITS
21	08/15/17	JL	ISSUED FOR PERMITS
22	08/15/17	JL	ISSUED FOR PERMITS
23	08/15/17	JL	ISSUED FOR PERMITS
24	08/15/17	JL	ISSUED FOR PERMITS
25	08/15/17	JL	ISSUED FOR PERMITS

TOWN OF PONCHA SPRINGS

DESIGNED BY: JLD/PPP APPROVED BY: [Signature]

DRAWN BY: [Signature]

CHECKED BY: JLD/PPP AGENCY HEAD [Signature]

DATE: AUG. 2017

SCALE: 1" = 20' (HORIZONTAL) 1" = 4' (VERTICAL)

BENCHMARK: 541' ASHA WITH A 1.17" ANGLE OF SLOPE 15' N 81° W OF 100 NMP

PROJECT NO. 16024

CRABTREE GROUP INC.

312 S. 3RD STREET
PONCHA SPRINGS, CO 81242
PH: 719-539-1551

80 COPPER ROAD
PONCHA SPRINGS, CO 81242
PH: 719-539-1056

BEFORE YOU GO, CALL 811

CALL AT LEAST TWO BUSINESS DAYS BEFORE YOUR DIGGING OPERATION

UTILITY NOTIFICATION CENTER
OF COLORADO

PONCHA SPRINGS PUBLIC WORKS - (719) 539-8882

PERMIT ENGINEER'S NOTES TO CONTRACTOR:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF WORK.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF WORK.

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17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF WORK.

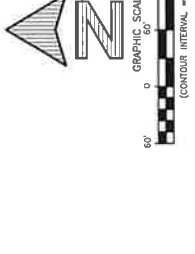
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF WORK.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF WORK.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF WORK.

EXHIBIT

P 1 B of 8

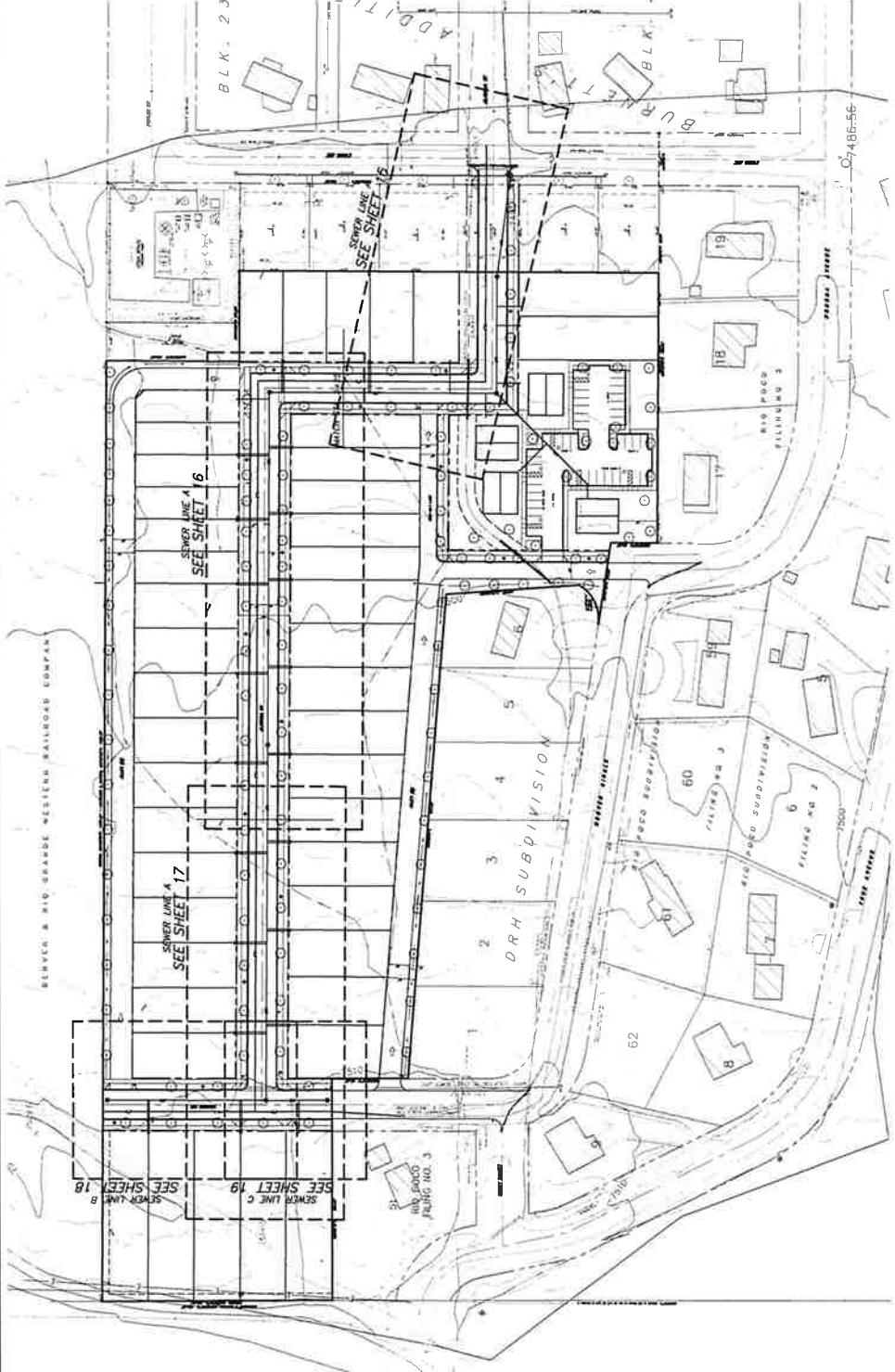


SEWER NOTES:

1. THE FOLLOWING SUBMITTALS ARE REQUIRED AND MUST BE RECEIVED AND APPROVED BY THE CITY OF SALUDA PRIOR TO CONSTRUCTION:
 - A. MANUFACTURER'S DOCUMENTATION FOR ALL FITTINGS, VALVES, PIPE MATERIAL AND OTHER APPURTENANCES.
 - B. CHAINMAN AND PROCTORS FOR BEDDING AND STRUCTURAL FILL MATERIAL.
2. PIPE MATERIAL SHALL BE 30% POLYVINYL CHLORIDE (PVC) SCHEDULE 40, 24" DIA. UNLESS OTHERWISE SPECIFIED.
3. ALL MATERIALS STORED ON-SITE SHALL BE PROTECTED FROM CONTAMINATION AND STORED PER THE MANUFACTURER'S RECOMMENDATIONS.
4. ALL SEWER MAINS SHALL BE CONSTRUCTED WITH A MINIMUM SLOPE OF 1% UNLESS OTHERWISE SPECIFIED. THE SLOPE SHALL BE INDICATED ON THE TRENCH SECTION, SHALL MEET CDDOT CLASS 1 SPECIFICATIONS.
5. STRUCTURAL FILL AS SHOWN IN THE TYPICAL TRENCH SECTION, SHALL MEET CDDOT CLASS 1 SPECIFICATIONS.
6. PIPE BEDDING, AS DEFINED IN THE TYPICAL TRENCH SECTION, SHALL MEET CDDOT CLASS 1 SPECIFICATIONS.
7. ALL SERVICE LOCATIONS SHALL BE FIELD APPROVED BY THE CITY OF SALUDA AND THE PROJECT ENGINEER PRIOR TO INSTALLATION.
8. ALL SERVICE TAPS SHALL BE INSTALLED UTILIZING PROTECTED PIPE SADDLES UNLESS OTHERWISE SPECIFIED. THE CITY OF SALUDA SHALL BE NOTIFIED PRIOR TO ANY SERVICE TAP INSTALLATION.
9. CONTRACTOR SHALL CONTACT THE CITY OF SALUDA FOR INSPECTION PRIOR TO ANY SERVICE TAP INSTALLATION.
10. NOTED OTHERWISE.
11. PIPE DEFLECTIONS SHALL NOT EXCEED ONE-HALF OF THE PIPE MANUFACTURER'S SPECIFICATIONS.
12. SEWER LINES SHALL MAINTAIN A MINIMUM CLEARANCE FROM WATER LINES OF 10 FEET IN THE HORIZONTAL DIRECTION AND 1.5 FEET VERTICALLY. IF MINIMUM CLEARANCES ARE NOT MAINTAINED, THE CONTRACTOR SHALL PROVIDE PROTECTIVE MEASURES TO MAINTAIN THE REQUIRED CLEARANCES WITH CONCRETE ENCASEMENT PER CITY OF SALUDA STANDARD SPECIFICATIONS.
13. CONTRACTOR SHALL PROVIDE A MINIMUM OF 48 HOURS NOTICE PRIOR TO ANY DISRUPTION OF SERVICE.
14. CONTRACTOR SHALL PROVIDE A MINIMUM OF 48 HOURS NOTICE PRIOR TO ANY CONSTRUCTION.
15. CONTRACTOR SHALL CONSIDER MANDATORY INSPECTION POINTS FOR SEWER MAIN CONSTRUCTION:
 - A. TRENCH CONSTRUCTION PRIOR TO LAYING PIPE
 - B. PIPE BEDDING PRIOR TO LAYING PIPE
 - C. TAP LOCATIONS PRIOR TO TAPPING PIPE
 - D. COMPLETION OF STRUCTURAL FILL PRIOR TO POURING CONCRETE ENCASEMENT
 - E. CONCRETE ENCASEMENT PRIOR TO BACKFILL
16. AREAS DISTURBED BY SERVICE LINE INSTALLATIONS SHALL BE RESTORED TO ORIGINAL CONDITION. CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND FOR RESTORING EXISTING CONDITIONS.
17. NO OTHER UTILITIES TO BE PLACED IN SEWER LATERAL TRENCH.
18. CITY OF SALUDA WILL PROVIDE INDEPENDENT TESTING SERVICES BY GESAB, INC FOR UTILITIES TO BE ACCEPTED BY THE CITY. CONTRACTOR SHALL COORDINATE WITH CITY FOR TESTING.

SEWER CONSTRUCTION NOTES:

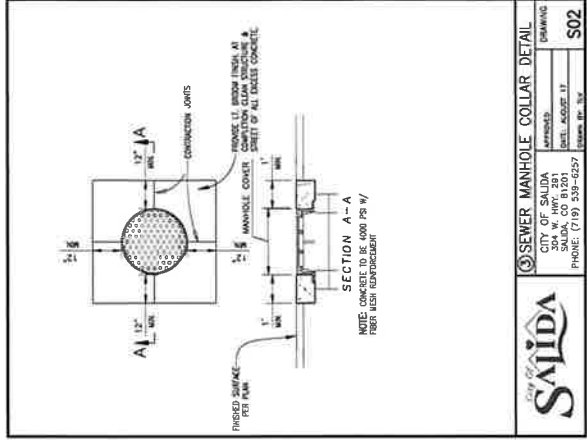
1. CONC/PAZ EXISTING AVAILABLE TO ACCOMMODATE NEW 8" SEWER MAIN (WEST) PER DETAIL ON SHEET 14.
2. FINISH & INSTALL NEW 8" DIA. 15' PVC SCHED 40 S/W 1.5% SLOPE. PROVIDE TRENCHING AND BEDDING PER DETAIL ON SHEET 14.
3. FINISH & INSTALL NEW 8" DIA. 15' PVC SCHED 40 S/W 1.5% SLOPE. PROVIDE TRENCHING AND BEDDING PER DETAIL ON SHEET 14.
4. FINISH & INSTALL NEW 8" SEWER SERVICE TAP AT 17' MIN. DEPTH. PROVIDE TRENCHING AND BEDDING PER DETAIL ON SHEET 14. INSTALL CLEAN-OUT AS SHOWN IN DETAIL.
5. FINISH & INSTALL NEW 8" SEWER SERVICE WHERE AT 17' MIN. DEPTH. PROVIDE TRENCHING AND BEDDING PER DETAIL ON SHEET 14.
6. FINISH & INSTALL SEWER CLEAN-OUT PER DETAIL ON SHEET 14.
7. FINISH & INSTALL SEWER CLEAN-OUT (IN DIRT) PER DETAIL ON SHEET 14.



INDEX MAP

<p>PREPARED FOR: CRABTREE GROUP INC. 800 CRYSTAL ROAD SUITE 200 CHARLOTTE, NC 28226 PH: 704.551.1155 FAX: 704.551.1178</p>	<p>PREPARED BY: CRABTREE GROUP, INC. 800 CRYSTAL ROAD SUITE 200 CHARLOTTE, NC 28226 PH: 704.551.1155 FAX: 704.551.1178</p>	<p>PROJECT NO.: 13 DATE: 08/24/17 SCALE: 1" = 60' DATE: AUG. 2017</p>	<p>REVISIONS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	BY	DESCRIPTION																					<p>TOWN OF PONCHA SPRINGS APPROVED BY: _____ DRAWN BY: _____ CHECKED BY: _____ SCALE: 1" = 60' DATE: AUG. 2017</p>	<p>CROSSROADS VILLAGE CIVIL ENGINEERING PLANS SEWER COVER SHEET NOTES & INDEX MAP</p>	<p>SHEET NO.: 13 OF 25 SHEETS PROJECT NO.: 16024</p>
NO.	DATE	BY	DESCRIPTION																											

- SEWER CONSTRUCTION NOTES:**
1. CORE/TAP EXISTING MANHOLE TO ACCOMMODATE NEW 8" SEWER MAIN (WEST) PER DETAIL ON SHEET 14.
 2. FURNISH & INSTALL NEW 8" DIA. 12' PVC SEWER MAIN PER DETAIL ON SHEET 14. PROVIDE TRONCHING AND BEDDING PER DETAIL ON SHEET 14.
 3. FURNISH & INSTALL NEW 4" DIA. STANDARD SEWER MAIN PER DETAIL ON SHEET 14 AND PER ELEVATIONS SHOWN IN PROFILE.
 4. FURNISH & INSTALL NEW 4" SEWER SERVICE TAP AT 14' FROM EXISTING MANHOLE PER DETAIL ON SHEET 14. INSTALL CLEAN-OUT AS SHOWN IN DETAIL.
 5. FURNISH & INSTALL NEW 6" SEWER SERVICE WHERE SHOWN IN PLAN. EXISTING SERVICE TO REMAIN AS SHOWN. GENERAL ELEVATIONS & GRAYOUTS SHOWN.
 6. FURNISH & INSTALL SEWER CLEAN-OUT PER DETAIL ON SHEET 14.
 7. FURNISH & INSTALL SEWER CLEAN-OUT (IN DIRT) PER DETAIL ON SHEET 14.

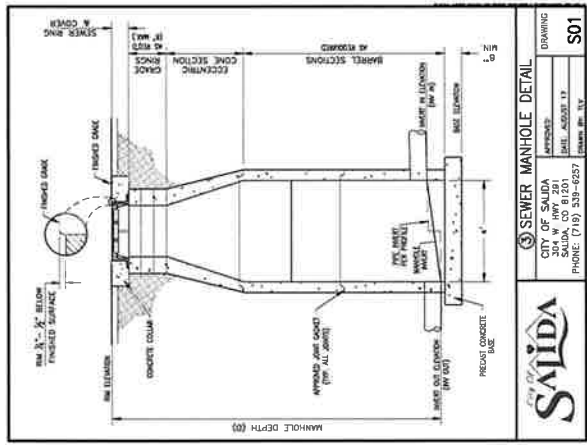


SAIDA

3 SEWER MANHOLE COLLAR DETAIL

CITY OF SALUDA
 ADDRESS: 304 W. HWY 291
 SALUDA, CO 81201
 PHONE: (719) 539-4257

DATE: AUGUST 17, 2017
 DRAWING: S02
 SCALE: PER PLAN

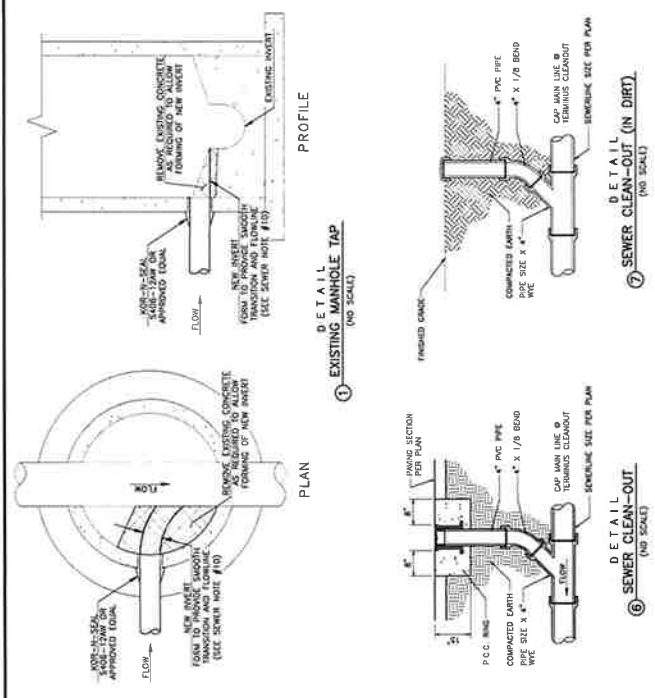


SAIDA

3 SEWER MANHOLE DETAIL

CITY OF SALUDA
 ADDRESS: 304 W. HWY 291
 SALUDA, CO 81201
 PHONE: (719) 539-4257

DATE: AUGUST 17, 2017
 DRAWING: S01
 SCALE: PER PLAN

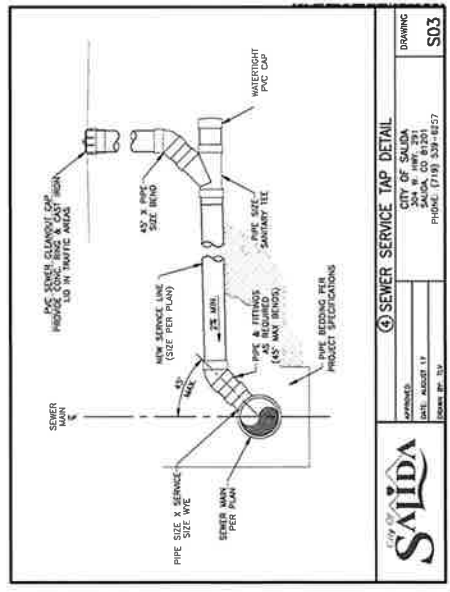


SAIDA

2 UTILITY TRENCH

CITY OF SALUDA
 ADDRESS: 304 W. HWY 291
 SALUDA, CO 81201
 PHONE: (719) 539-4257

DATE: AUGUST 17, 2017
 DRAWING: UT01
 SCALE: PER PLAN

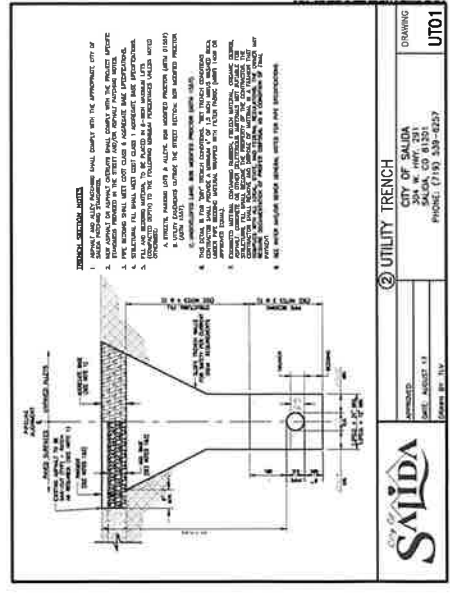


SAIDA

4 SEWER SERVICE TAP DETAIL

CITY OF SALUDA
 ADDRESS: 304 W. HWY 291
 SALUDA, CO 81201
 PHONE: (719) 539-4257

DATE: AUGUST 17, 2017
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 SCALE: PER PLAN

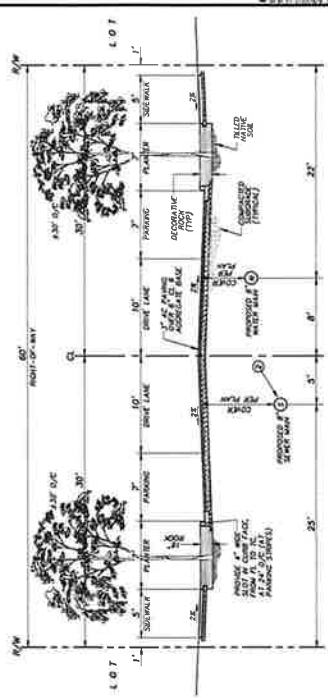


SAIDA

2 UTILITY TRENCH

CITY OF SALUDA
 ADDRESS: 304 W. HWY 291
 SALUDA, CO 81201
 PHONE: (719) 539-4257

DATE: AUGUST 17, 2017
 DRAWING: UT01
 SCALE: PER PLAN



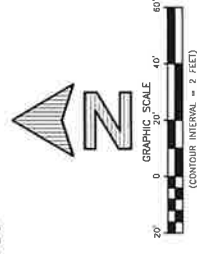
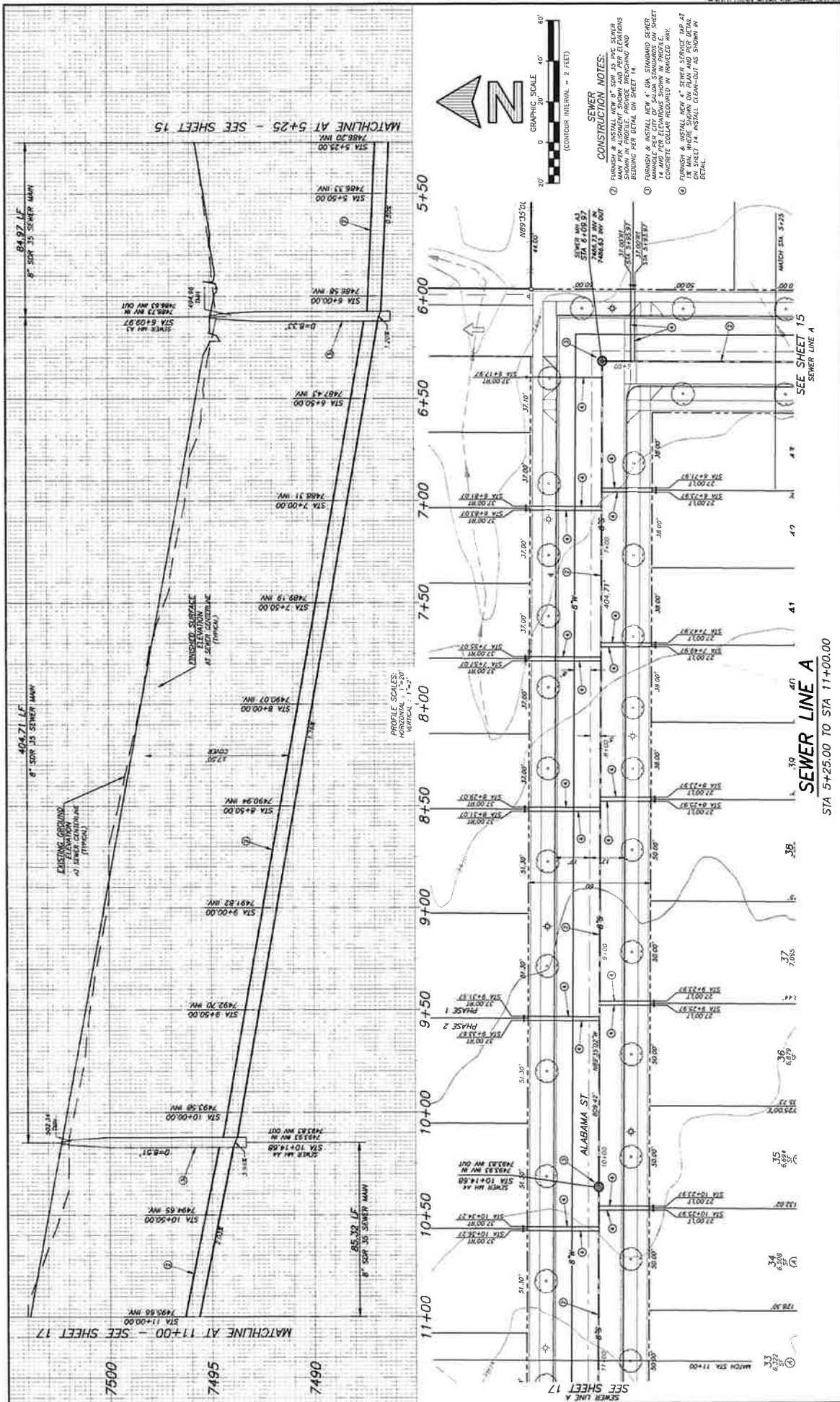
SAIDA

TYPICAL SECTION ALABAMA STREET/HOOVER CIRCLE (NO SCALE)

CITY OF SALUDA
 ADDRESS: 304 W. HWY 291
 SALUDA, CO 81201
 PHONE: (719) 539-4257

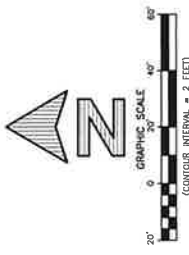
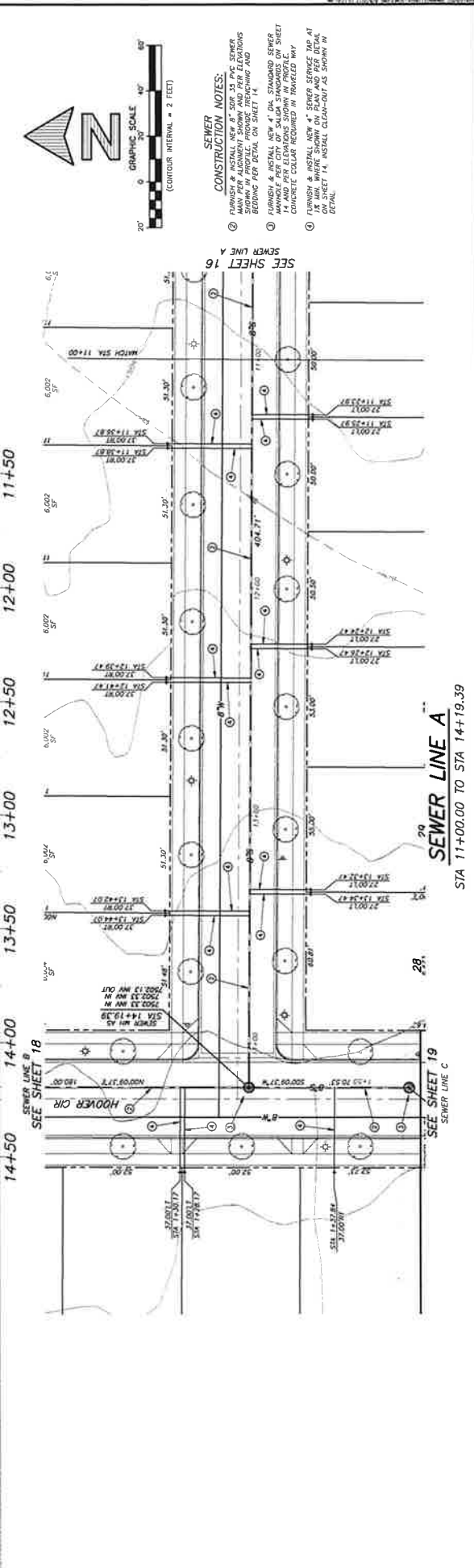
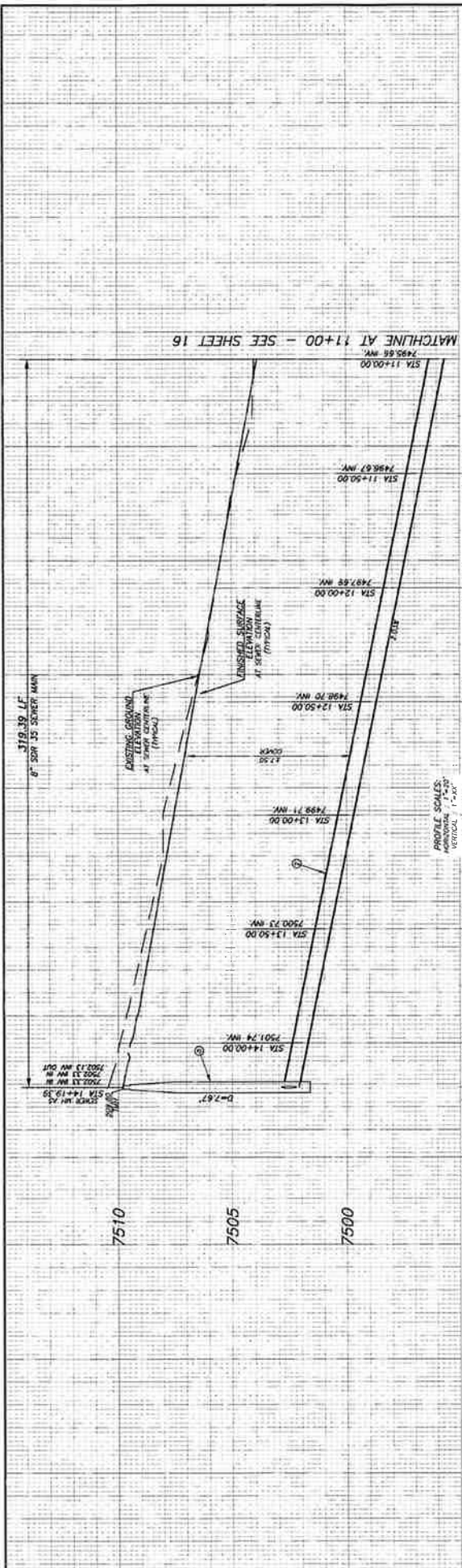
DATE: AUGUST 17, 2017
 DRAWING: S02
 SCALE: PER PLAN

SAIDA				3 SEWER MANHOLE COLLAR DETAIL			
CITY OF SALUDA ADDRESS: 304 W. HWY 291 SALUDA, CO 81201 PHONE: (719) 539-4257				CITY OF SALUDA ADDRESS: 304 W. HWY 291 SALUDA, CO 81201 PHONE: (719) 539-4257			
DATE: AUGUST 17, 2017 DRAWING: S02 SCALE: PER PLAN				DATE: AUGUST 17, 2017 DRAWING: S01 SCALE: PER PLAN			
SHEET NO. 14 OF 25 SHEETS PROJECT NO. 16024				SHEET NO. 14 OF 25 SHEETS PROJECT NO. 16024			
CROSSROADS VILLAGE PONCHA SPRINGS, COLORADO				CROSSROADS VILLAGE PONCHA SPRINGS, COLORADO			
CIVIL ENGINEERING PLANS SEWER DETAIL SHEET NOTES AND DETAILS				CIVIL ENGINEERING PLANS SEWER DETAIL SHEET NOTES AND DETAILS			
TOWN OF PONCHA SPRINGS APPROVED BY: _____ DIMAN BY: _____ CHECKED BY: _____ SCALE (NO SCALE) AGENCY HEAD: _____ DATE: _____ BENCHMARK: NAD 83 WITH A 2 LIT ANTIUM OF BENCH: 15 1611 OF 100 MFC 1 1100000.0 E 3911100.0 N 100.00000				TOWN OF PONCHA SPRINGS APPROVED BY: _____ DIMAN BY: _____ CHECKED BY: _____ SCALE (NO SCALE) AGENCY HEAD: _____ DATE: _____ BENCHMARK: NAD 83 WITH A 2 LIT ANTIUM OF BENCH: 15 1611 OF 100 MFC 1 1100000.0 E 3911100.0 N 100.00000			
PREPARED BY: CRABTREE GROUP INC. 314 S. HENDERSON SALUDA, CO 81201 PH: 719-539-1058				PREPARED BY: CRABTREE GROUP INC. 314 S. HENDERSON SALUDA, CO 81201 PH: 719-539-1058			
REVISED BY: _____ DATE: _____ ENGINEER: _____				REVISED BY: _____ DATE: _____ ENGINEER: _____			



- CONSTRUCTION NOTES:**
- ① FURNISH & INSTALL NEW 8" SDR 35 PVC SEWER MANHOLE WITH 18" DIA. RINGS AND 18" DIA. COVERS. PROVIDE TRENCHING AND BEDDING PER DETAIL ON SHEET 14.
 - ② FURNISH & INSTALL NEW 4" DIA. STAMMARD SEWER MANHOLE WITH 18" DIA. RINGS AND 18" DIA. COVERS. PROVIDE TRENCHING AND BEDDING PER DETAIL ON SHEET 14.
 - ③ FURNISH & INSTALL NEW 4" SDR 35 PVC SEWER SERVICE TAP AT 11+00.00. PROVIDE TRENCHING AND BEDDING PER DETAIL ON SHEET 14. INSTALL CLEAN-OUT AS SHOWN IN DETAIL.

<p>PREPARED FOR: PROPERTIES, LLC 100 BOX 115 PHOENIX, AZ 85024 PHONE: (602) 207-0167</p> <p>PREPARED BY: CRABTREE GROUP INC. 2120 S. GILBERT PHOENIX, AZ 85034 PHONE: (602) 954-1011</p> <p>DATE: 10/15/17</p>	<p>DESIGNED BY: [] DRAWN BY: [] CHECKED BY: [] SCALE: 1" = 20' DATE: AUG. 2017</p>	<p>APPROVED BY: [] DATE: []</p>	<p>PROJECT NO.: 16024 SHEET NO.: 16 OF 25 SHEETS CROSSROADS VILLAGE CIVIL ENGINEERING PLANS SEWER LINE A STA 5+25.00 TO STA 11+00.00</p>												
<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION										<p>TOWN OF PONCHA SPRINGS APPROVED BY: [] DATE: []</p>	
NO.	DATE	DESCRIPTION													



- SEWER CONSTRUCTION NOTES:**
- 1) FURNISH & INSTALL NEW 8" SDP 35 PVC SEWER MANHOLES AND STRUCTURES. PROVIDE TRAPPING AND BEDDING PER DETAIL ON SHEET 14.
 - 2) FURNISH & INSTALL NEW 4" DIA. STANDARD SEWER MANHOLES AND STRUCTURES. PROVIDE TRAPPING AND BEDDING PER DETAIL ON SHEET 14.
 - 3) FURNISH & INSTALL NEW 4" SEWER SERVICE TAP AT MANHOLE. PROVIDE TRAPPING AND BEDDING PER DETAIL ON SHEET 14.
 - 4) FURNISH & INSTALL NEW 4" SEWER SERVICE TAP AT MANHOLE. PROVIDE TRAPPING AND BEDDING PER DETAIL ON SHEET 14.

SHEET NO. 17 OF 25 SHEETS PROJECT NO. 16024	
CROSSROADS VILLAGE PONCHA SPRINGS, COLORADO CIVIL ENGINEERING PLANS SEWER LINE A STA 11+00.00 TO STA 14+19.39	
DESIGNED BY: AD/RP DRAWN BY: RP CHECKED BY: JD/PC SCALE: 1"=20' DATE: AUG. 2017	APPROVED BY: [Signature] DATE: AUG. 2017
TOWN OF PONCHA SPRINGS APPROVED BY: [Signature] DATE: AUG. 2017	
BENCHMARK: 54" BEAM WITH 1.2 1/2" ALUMINUM CAP (SHRIMP) IS 1617 OF 100 MARK IN 125663.53; E 881195.51; GEAR-06-102-17	
PREPARED FOR: CRABTREE GROUP INC. 810 OFFIDA ROAD SUITE 100 PONCHA SPRINGS, CO 80864 PH: 719-231-1773	
PREPARED BY: PAUL L. GAMMINE DATE: 08/17/17	
PREPARED FOR PROPERTIES, LLC P.O. BOX 115 161542 PHONE: (719) 207-0151 PREPARED UNDER THE DIRECTION OF:	
PRIVATE ENGINEER'S NOTICE TO CONTRACTORS: THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF CRABTREE GROUP INC. AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF CRABTREE GROUP INC. IS STRICTLY PROHIBITED. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON AND FOR THE RESULTS OF ANY CONSTRUCTION BASED THEREON. CRABTREE GROUP INC. SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION BASED ON THESE PLANS. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON AND FOR THE RESULTS OF ANY CONSTRUCTION BASED THEREON. CRABTREE GROUP INC. SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION BASED ON THESE PLANS.	

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RESC R\$18.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

RESOLUTION NO. 2022-7

(Series of 2022)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PONCHA SPRINGS, COLORADO RELEASING THE LOT SALES RESTRICTION IMPOSED UPON PHASE 2 OF THE CROSSROADS VILLAGE SUBDIVISION

WHEREAS, the Town of Poncha Springs is a Colorado statutory municipality governed by its elected Board of Trustees; and

WHEREAS, the Board of Trustees has authority to adopt and enforce ordinances governing land use, zoning and the development of land pursuant to, among other authority CRS 31-23-101 et seq. and 29-20-101, et seq.; and

WHEREAS, in the exercise of this authority, the Board of Trustees has previously adopted article 9 of the Poncha Springs land use code, regarding subdivision control; and

WHEREAS, by Ordinance No. 2017-14, the Board of Trustees approved the final plat for the Crossroads Village Major Subdivision, and in connection therewith a Subdivision Improvements Agreement for Crossroads Village Phase 2 (“SIA”); and

WHEREAS, in compliance with paragraph 21.k of the SIA, a lot sales restriction was imposed upon Phase Two, Lots 14 through Lots 36 of the Crossroads Village Final Plat, and recorded on July 16, 2018 in the records of the Chaffee County Clerk & Recorder at Reception No. 444281; and

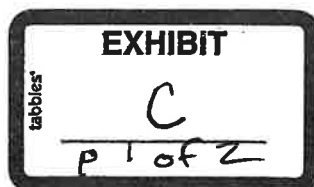
WHEREAS, the Board of Trustees finds that the requirements imposed by the by paragraph 21.k of the SIA with respect to release of the lot sales restriction for Phase Two, Lots 14 through 36 of the Crossroads Village Subdivision have been satisfied and therefore the lot sales restriction may be released.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR PONCHA SPRINGS, COLORADO:

Section 1. Lot sales restriction released. The lot sales restriction imposed upon Phase Two, Lots 14 through 36 as shown on the Crossroads Village Final Plat, Town of Poncha Springs, Chaffee County, Colorado which lot sales restriction was recorded at reception number 444281 on July 16, 2018 shall be, and hereby is, released.

Section 2. Recording. This resolution releasing the lot sales restriction for Phase Two, Lots 14 through 36 of the Crossroads Village Final Plat shall be filed for record with the Chaffee County Clerk & Recorder.

Section 3. Effective date. This Resolution shall be effective upon adoption and execution by the Mayor and Town Clerk



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RESC R\$18.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

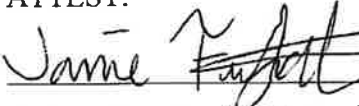
RESOLVED, APPROVED and ADOPTED this 7th day of September, 2022.

TOWN OF PONCHA SPRINGS

By: 

Ralph B. Scanga, Mayor

ATTEST:


Janine Fitzwater, Town Clerk

