



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	December 19, 2023

ITEM

Resolution 2023-56 – Approving a Pre-Annexation Agreement with Just off the River Inc, represented by Maggie Gallen Barnard, for the property located at 1030 Illinois Avenue.

REQUEST/BACKGROUND

The subject parcel is in Chaffee County and consists of approximately ½ an acre which includes a single-family residence. Currently, this property is not contiguous with the municipal boundary and not eligible for annexation. The site is zoned RES (Residential Zone District) in Chaffee County and is not connected to the City’s utility systems.

The owner will be removing the dilapidated house and building a new single-family residence in its place.





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DISCUSSION

This property is located in the Municipal Services Area. The City of Salida and Chaffee County entered into an intergovernmental agreement (IGA) in 2010 which puts in place the process for development within the Municipal Services Area (MSA). The MSA are unincorporated areas adjacent to our municipal border that could be served by our utilities. Currently, the only development plans the owner has is to remove the dilapidated house and build a single-family residence on the property.

Section 4.4 of the City and County IGA states that when a project in the Municipal Services Area and will not be immediately annexed, any development will receive joint review, and approval by Chaffee County, subject to some or all of the city development standards as agreed upon in a pre-annexation agreement.

The property owner made a request to Chaffee County to relocate the current septic system and was denied because the property is within 400 feet of the City's sewer main. Colorado State Statute requires properties to connect to municipal services if they are within 400 feet of municipal services. The sewer main is located in Treat Lane and is approximately 140 feet from the 1030 Illinois Avenue property.

The owner will be connecting to the City's wastewater system and is required to extend the sewer main the full length of the property pursuant to Salida Municipal Code Sec. 16-8-50. Additionally, a development improvement agreement (DIA) between the Owner and the City for the sewer main extension will be required. City agrees to provide Owner with municipal sewer services to the Property for residential uses at in-City rates.

The owner has requested a variance from connection to the City's water main to build a single-family residence. The water main is approximately 185 feet from the property, is cost prohibitive for a single-family residence, and is not recommended by the City Public Works Director until looping of mains can be completed with future development.

Terms of the annexation agreement are such that if this property becomes eligible for annexation, the owner agrees to file an annexation petition within 60 days.



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FISCAL NOTE

The property will not require services while in the County, other than sewer services and the applicant will pay the appropriate system development fees for the connection to municipal sewer.

STAFF RECOMMENDATION

Staff recommends the City Council approve the pre-annexation agreement with Just off the River Inc.

SUGGESTED MOTION

A council person should make the motion to "Approve Resolution No. 2023-56 approving the pre-annexation agreement with Just off the River, Inc. for 1030 Illinois Avenue."

Attachments:

Resolution 2023-56

1030 Illinois Avenue Pre-Annexation agreement

CITY OF SALIDA, COLORADO
RESOLUTION NO. 56
(Series of 2023)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
AUTHORIZING THE MAYOR TO SIGN A PRE-ANNEXATION AGREEMENT WITH
JUST OFF THE RIVER INC (MAGGIE GALLEN BARNARD) FOR 1030 ILLINOIS
AVENUE.**

WHEREAS, Just off the River Inc, represented by Maggie Gallen Barnard, are the owners of certain real property in unincorporated Chaffee County, which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Property is not currently eligible for annexation but lies within the City of Salida Municipal Services Area; and

WHEREAS, the City is capable of providing municipal services to the Property, and the parties desire to enter into a Pre-Annexation Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the future extension of services by the City.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.

2. The Pre-Annexation Agreement by and between the City and Just off the River Inc, attached as Exhibit B, is hereby approved, and the Mayor is authorized to sign the Agreement on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 19th day of December, 2023.

CITY OF SALIDA, COLOADO

By _____
Dan Shore, Mayor

[SEAL]
ATTEST:

City Clerk/Deputy Clerk

EXHIBIT A

A tract of land in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian N.M.P.M., being described as follows:

Commencing in the NW Corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 4; thence South 579 feet, thence East 189 feet to the point of beginning of the tract herein described;

thence East 90 feet; thence North 84 feet; thence East 243.7 feet; thence South 153 feet; thence West 333.7 feet; thence North 69 feet to the point of beginning.

EXCEPTING

A tract of land in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 4, Township 49 North, Range 9 East of the N.M.P.M., being described as follows, Commencing at the Northwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 4; thence South 579 feet; thence East 279 feet; thence North 84 feet and thence East 106.0 feet to the point of beginning of the tract herein described; thence continuing East 137.7 feet; thence South 153 feet; thence West 137.7 feet; thence North 153 feet to the point of beginning.

BEING MORE CORRECTLY DESCRIBED AS FOLLOWS,

A tract of land in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 49 North, Range 9 East of the N.M.P.M., being more particularly described as follows,

Commencing at the Northwest corner (2 1/2" aluminum capped monument) of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 4; thence South 00°04'03" East along the west boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 579.0 feet; thence South 89°47' East parallel with the south boundary of Tract 4 of the Lowry-Cooper Boundary Line Adjustment (Reception No. 335781) a distance of 189.0 feet to the point of beginning; thence proceeding around said tract, South 89°47' East 90.0 feet; thence North 00°04'03" West parallel with the said west boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 84.0 feet to the south boundary of said Tract 4 of the Lowry-Cooper Boundary Line Adjustment; thence South 89°47' East along said south tract boundary 106.0 feet to the northwest corner of the Cooper Tract as shown on the filed plat of the said Lowry-Cooper Boundary Line Adjustment (Reception No. 335781); thence South 00°23' West along the westerly most boundary of said Cooper Tract, 162.99 feet to an axle on the north boundary of a lane conveyed to Chaffee County in Book 286 at page 185; thence North 89°35'21" West along the north boundary of said lane, 195.59 feet; thence North 00°04'03" West parallel with the said west boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 78.33 feet to the point of beginning.

Also known by street address as: 1030 Illinois Avenue, Salida, CO 81201

And assessor's schedule or parcel number: 380704300009

EXHIBIT A
PRE-ANNEXATION AGREEMENT
1030 ILLINOIS AVENUE

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and Just off the River Inc, represented by Maggie Gallen Barnard, as the owner of the real property described hereafter (hereinafter "Owner");

W I T N E S S E T H:

WHEREAS, Owner is the owner of certain real property located in unincorporated Chaffee County, which property is more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is currently not eligible for annexation and lies within the City of Salida Municipal Services Area; and

WHEREAS, Owner desires to obtain the municipal sewer services hereinafter described from the City at such time, and the City is capable of providing such service;

WHEREAS, the parties desire to enter into this Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the extension of services and annexation of the Property by the City; and

WHEREAS, "Owner" shall be defined in this Agreement to include Maggie Gallen Barnard, as well as their successors and assigns, and any subsequent owners of the Property, who shall be obligated under the covenants of this Pre-Annexation Agreement, until terminated upon Annexation of the Property.

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

1. Services to be Provided. The Owner is not connected to the City's municipal water or sewer systems. The owner desires to connect to the City's wastewater system and is required to provide engineered drawings and extend the sewer main the full length of the property pursuant to Salida Municipal Code Sec. 16-8-50. Additionally, a development improvement agreement (DIA) between the Owner and the City for the sewer main extension will be required. City agrees to provide Owner with municipal sewer services to the Property for residential uses at in-City rates.

The owner has requested a variance for connection to the City's water main to build a single-family residence. The water main is approximately 185 feet from the Property, is cost prohibitive for a single-family residence, and is not recommended by the City Public Works Department until looping of mains can be completed with future development.

2. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. All costs of extending services to the Property shall be borne by the Owner including, but not limited to, sewer main and service line extensions within the right-of-way of Illinois Avenue for the length of the Property, approximately 330 feet, and termination of the sewer at a manhole per City standards. At or prior to the first delivery of municipal service pursuant to this Agreement, the Owner agrees to pay all system improvement fees at the then applicable in-City rate as provided in the Salida Municipal Code.

3. No Precedential Value. Nothing herein shall obligate the City to extend additional service to the Owner or to the Property, other than that service described in Paragraph 1, above. There shall be no expansion of such service without the express written consent of the City. The Owner and its agents, employees, and tenants shall be bound by all of the ordinances of the City of Salida insofar as they may pertain to the conditions of pre-annexation herein described.

4. Annexation. To the maximum extent permitted by law, the parties agree that this Agreement, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon the Owner, its successors, and assigns to file a petition for annexation prior to or contemporaneous with any additional development of the Property to the extent permitted by law. The Owner further agrees that at such time as the Property is eligible for annexation, Owner shall within sixty (60) days of becoming eligible for annexation file a petition for annexation of the Property.

5. New Development. Owner agrees that during the term of this Agreement all new development or construction on the Property shall be in accordance with the requirements of the Salida Municipal Code. When eligible, the Owner also agrees to annex into the City, should there be any further or future development, construction or subdivision of the Property, other than replacing the single-family residence within its current footprint, and the Owner further agrees to all applicable required Inclusionary Housing, Open Space and Fair Contributions for Public School Sites.

6. Existing Uses. The Property is currently zoned residential within unincorporated Chaffee County and the Owner intends to continue to use it for that purpose.

7. Payment of Impact Fees. Owner agrees to pay at the time of annexation all applicable fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, and any other fees prescribed by Resolution or Ordinance as may apply to annexations.

8. Termination Upon Annexation. This Agreement shall terminate automatically on the effective date of the annexation to the City of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement.

9. Failure or Refusal to Annex. In the event the Owner fails to annex their Property to the City as required by this Agreement, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement or treat this Agreement as a petition for annexation and annex the Property without consent after thirty (30) days' written notice to Owner.

The rights and remedies under this paragraph shall be cumulative. To the extent permitted by law, the Owner hereby appoints the City Clerk as their attorney-in-fact to execute and deliver all documents necessary to annex Owner's Property to the City, should the Owner fail or refuse to annex as required under this Agreement. If the City proceeds to annex the Owner's Property as permitted under this paragraph, it may advance all fees and costs related to the annexation, and shall be entitled to recover the same as a personal obligation of the Owner. Such fees and costs shall also constitute a lien against the Owner's Property, which may be foreclosed as provided by law.

10. Lien Rights. The City shall be entitled to prepare and record a lien against the Owner's Property for the amount of any costs, fees, and other expenses which it has advanced or which the Owner is required to be pay pursuant to this Agreement and/or the Salida Municipal Code.

11. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the real Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

12. Recording; Benefit; Fees. The City shall record this Agreement upon execution with the Chaffee County Clerk and Recorder. The Owner shall simultaneously with the execution of this Agreement tender to the City the actual amount of recording fees (Checks shall be payable to the Chaffee County Clerk and Recorder). This Pre-Annexation Agreement shall run with the land, and shall obligate, be binding upon and shall inure to the benefit of the Parties and up and to their respective successors, grantees and assigns, until terminated upon Annexation of the Property.

WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

By _____
Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk

Just off the River Inc.
Maggie Gallen Barnard

STATE OF)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 202__, by
Maggie Gallen Barnard, as _____ of Just off the River Inc.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

EXHIBIT B

A tract of land in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian N.M.P.M., being described as follows:

Commencing in the NW Corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 4; thence South 579 feet, thence East 189 feet to the point of beginning of the tract herein described;

thence East 90 feet; thence North 84 feet; thence East 243.7 feet; thence South 153 feet; thence West 333.7 feet; thence North 69 feet to the point of beginning.

EXCEPTING

A tract of land in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 4, Township 49 North, Range 9 East of the N.M.P.M., being described as follows, Commencing at the Northwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 4; thence South 579 feet; thence East 279 feet; thence North 84 feet and thence East 106.0 feet to the point of beginning of the tract herein described; thence continuing East 137.7 feet; thence South 153 feet; thence West 137.7 feet; thence North 153 feet to the point of beginning.

BEING MORE CORRECTLY DESCRIBED AS FOLLOWS,

A tract of land in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 49 North, Range 9 East of the N.M.P.M., being more particularly described as follows,

Commencing at the Northwest corner (2 1/2" aluminum capped monument) of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 4; thence South 00°04'03" East along the west boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 579.0 feet; thence South 89°47' East parallel with the south boundary of Tract 4 of the Lowry-Cooper Boundary Line Adjustment (Reception No. 335781) a distance of 189.0 feet to the point of beginning; thence proceeding around said tract, South 89°47' East 90.0 feet; thence North 00°04'03" West parallel with the said west boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 84.0 feet to the south boundary of said Tract 4 of the Lowry-Cooper Boundary Line Adjustment; thence South 89°47' East along said south tract boundary 106.0 feet to the northwest corner of the Cooper Tract as shown on the filed plat of the said Lowry-Cooper Boundary Line Adjustment (Reception No. 335781); thence South 00°23' West along the westerly most boundary of said Cooper Tract, 162.99 feet to an axle on the north boundary of a lane conveyed to Chaffee County in Book 286 at page 185; thence North 89°35'21" West along the north boundary of said lane, 195.59 feet; thence North 00°04'03" West parallel with the said west boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 78.33 feet to the point of beginning.

Also known by street address as: 1030 Illinois Avenue, Salida, CO 81201

And assessor's schedule or parcel number: 380704300009



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-530-2626 Fax: 719-539-5271

Email: planning@cityofsalida.com

1. TYPE OF APPLICATION (Check-off as appropriate)

- | | |
|--|---|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Administrative Review:
(Type) _____ |
| <input checked="" type="checkbox"/> Pre-Annexation Agreement | <input type="checkbox"/> Limited Impact Review:
(Type) _____ |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Major Impact Review:
(Type) _____ |
| <input type="checkbox"/> Appeal Application (Interpretation) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Certificate of Approval | |
| <input type="checkbox"/> Creative Sign Permit | |
| <input type="checkbox"/> Historic Landmark/District | |
| <input type="checkbox"/> License to Encroach | |
| <input type="checkbox"/> Text Amendment to Land Use Code | |
| <input type="checkbox"/> Watershed Protection Permit | |
| <input type="checkbox"/> Conditional Use | |

2. GENERAL DATA (To be completed by the applicant)

A. Applicant Information

Name of Applicant: Maggie Gellen Barnard

Mailing Address: 305 W 13th St Salida Co

Telephone Number: 610-401-3014 FAX: _____

Email Address: salidadistillery.maggie@gmail.com

Power of Attorney/ Authorized Representative: Maggie Barnard
(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: _____

Street Address: 1030 Illinois Ave Salida Co

Legal Description: Lot X Block _____ Subdivision _____ (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 City Attorney)

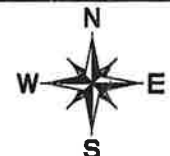
I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent: Maggie Barnard Date: 10-3-23

Signature of property owner: Connie Gellen Date: 10/3/23

GALLEN PROPERTY IMPROVEMENT SURVEY

FOR A TRACT IN THE
 NW 1/4 of the NE 1/4 of the SW 1/4, SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST,
 NEW MEXICO PRINCIPAL MERIDIAN
 CHAFFEE COUNTY, COLORADO



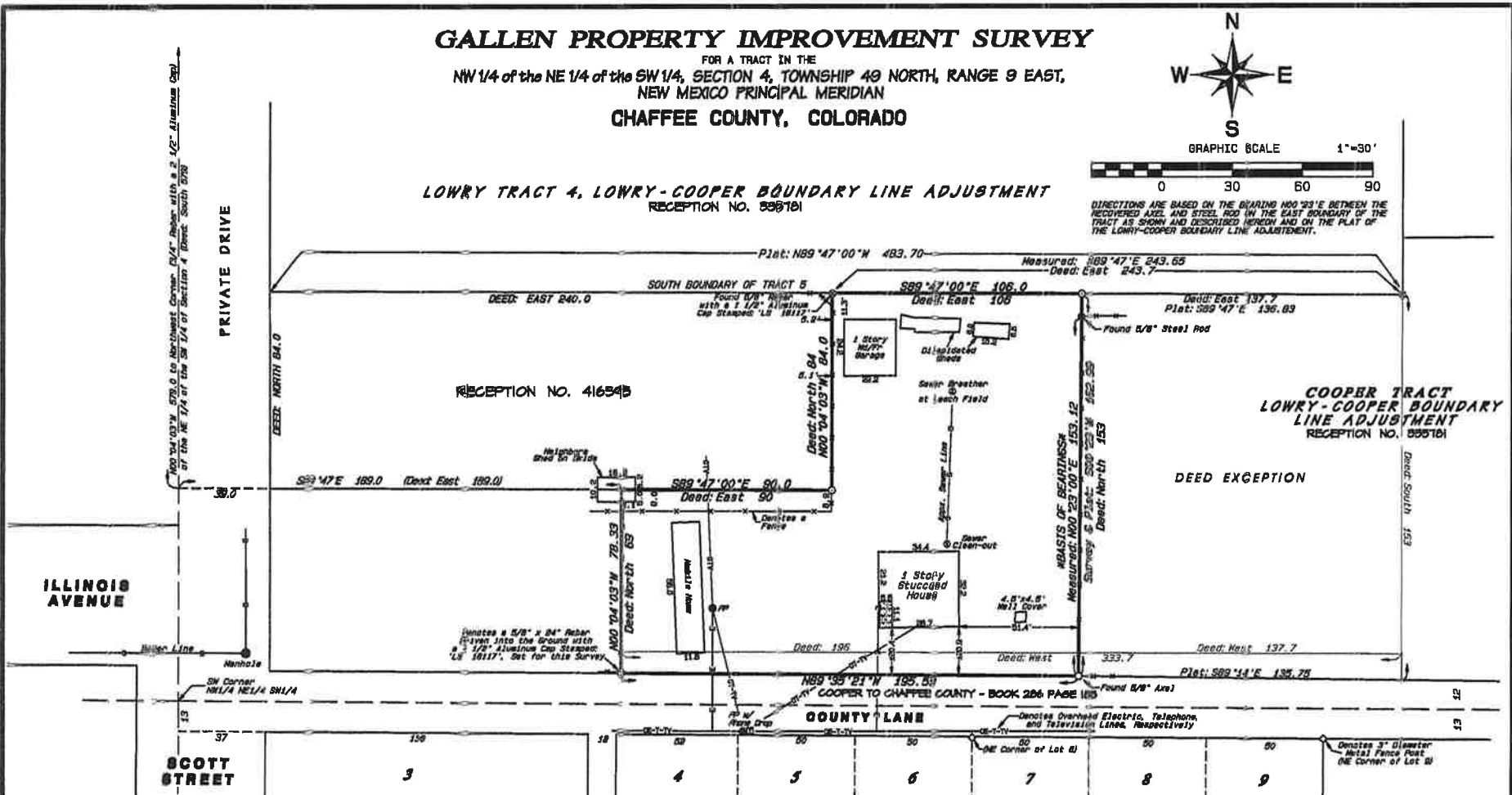
GRAPHIC SCALE 1"=30'



DIRECTIONS ARE BASED ON THE BEARING 100°23'E BETWEEN THE RECOVERED ANGEL AND STEEL ROD IN THE EAST BOUNDARY OF THE TRACT AS SHOWN AND DESCRIBED HEREIN AND ON THE PLAT OF THE LOWRY-COOPER BOUNDARY LINE ADJUSTMENT.

LOWRY TRACT 4, LOWRY-COOPER BOUNDARY LINE ADJUSTMENT

RECEPTION NO. 599701



RECORD PROPERTY DESCRIPTION:
 A tract of land in the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 44 North, Range 9 East of the N.M.P.M., being described as follows:
 Commencing in the NW corner of the NE 1/4 of the SW 1/4 of said Section 4 thence South 574 feet, thence East 169 feet to the point of beginning of the tract herein described; thence East 40 feet; thence North 84 feet; thence East 243.7 feet; thence South 159 feet; thence West 333.7 feet; thence North 64 feet to the point of beginning.
EXCEPTING
 A tract of land in the NE 1/4 of the NE 1/4 of the SW 1/4 of Section 4, Township 44 North, Range 9 East of the N.M.P.M., being more particularly described as follows: Commencing at the Northwest corner of the NE 1/4 of the SW 1/4 of said Section 4; thence South 574 feet; thence East 274 feet; thence North 84 feet and thence East 106.0 feet to the point of beginning of the tract herein described; thence continuing East 137.7 feet; thence South 159 feet; thence West 127.1 feet; thence North 159 feet to the point of beginning.
BEING MORE CORRECTLY DESCRIBED AS FOLLOWS:
 A tract of land in the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 44 North, Range 9 East of the N.M.P.M., being more particularly described as follows: Commencing at the Northwest corner (2 1/2" aluminum capped monument) of the NE 1/4 of the SW 1/4 of Section 4; thence South 00°42'23" East along the west boundary of said NE 1/4 of the SW 1/4 a distance of 574.0 feet; thence South 84°41' East parallel with the south boundary of Tract 4 of the Lowry-Cooper Boundary Line Adjustment (Reception No. 599701) a distance of 164.0 feet to the point of beginning; thence proceeding around said tract, South 84°41' East 40.0 feet; thence North 03°10'23" West parallel with the said west boundary of the NE 1/4 of the SW 1/4 a distance of 164.0 feet to the south boundary of said Tract 4 of the Lowry-Cooper Boundary Line Adjustment; thence South 84°41' East along said south tract boundary 106.0 feet to the northwest corner of the Cooper Tract as shown on the filed plat of the said Lowry-Cooper Boundary Line Adjustment (Reception No. 599701); thence South 00°42'23" West along the westerly most boundary of said Cooper Tract, 152.99 feet to an angle on the north boundary of a lane conveyed to Chaffee County in Book 226 at page 165; thence North 84°39'21" West along the north boundary of said lane, 149.54 feet; thence North 00°42'23" West parallel with the said west boundary of the NE 1/4 of the SW 1/4 a distance of 163.33 feet to the point of beginning.

SURVEYOR'S STATEMENT:
 I, MICHAEL K. HENDERSON, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PROPERTY IMPROVEMENT PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION AND CHECKING, AND IS BASED ON A LAND SURVEY OF THE PROPERTY AS SHOWN, ALL OF WHICH IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. I FURTHER STATE THAT THE LOCATION AND DIMENSIONS OF ALL BUILDINGS, IMPROVEMENTS, ENCUMBRANCES AND RIGHTS-OF-WAY IN EVIDENCE OR KNOWN TO ME, AND ENCROACHMENTS BY OR ON THE PROPERTY ARE ACCURATELY SHOWN.

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

GENERAL LAND SURVEYOR'S NOTES:
 1) RECORD PROPERTY DESCRIPTION AND RECORD EASEMENT RESEARCH BASED ON STEWART TITLE GUARANTEE COMPANY COMMITMENT NO. 210448 ISSUED BY CHAFFEE TITLE & ESCROW, EFFECTIVE DECEMBER 4, 2020.
 2) WORK CORRECTLY DESCRIBED AS PROPERTY DESCRIPTION PREPARED BY MICHAEL K. HENDERSON, 209 S. STREET, SALIDA, CO, AND IS BASED ON THE RESULTS OF THIS SURVEY.
 3) DEED LINES ARE BASED ON AN UNRECORDED PROPERTY DESCRIPTION ON THE FILED PLAT OF THE LOWRY-COOPER BOUNDARY LINE ADJUSTMENT AND ON THE LOCATIONS OF THE RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON.
 4) THERE IS EVIDENCE OF A CONFLICT IN POSSESSORY BOUNDARIES AS RELATED TO DEED LINES IN THAT FENCE LINES DO NOT FOLLOW RECORD DEED LINES AND THE LAPS OF ADVERSE POSSESSION MAY HAVE REFUSED.
 5) PLAT REFERS TO LOWRY-COOPER BOUNDARY LINE ADJUSTMENT (RECEPTION NO. 599701)

LAND SURVEY PLAT DEPOSIT:
 CLERK'S NOTE: ON _____ THIS LAND SURVEY PLAT (LSP) WAS ASSIGNED THE FOLLOWING RECORDING/DEPOSIT NUMBER _____ BY THE CHAFFEE COUNTY CLERK AND RECORDER'S OFFICE. THIS SURVEY HAS NOT BEEN REVIEWED OR ACCEPTED BY THE CHAFFEE COUNTY SURVEYOR. THIS LSP WAS ORIGINALLY RECEIVED IN THE OFFICE OF THE CLERK AND RECORDER ON _____ AND IS CONSIDERED TO BE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY.

CHAFFEE COUNTY CLERK & RECORDER

HINT: ACCORDING TO COLORADO LAW, YOU MUST CONSIDER ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER THE FIRST RECORDING OF THIS SURVEY. YOU MAY FILE AN ACTION TO SET ASIDE THIS SURVEY WITHIN THE FIRST YEAR AFTER THE DATE OF THE SURVEYOR'S STATEMENT COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.

GALLEN PROPERTY IMPROVEMENT SURVEY NW 1/4 of the NE 1/4 of the SW 1/4, SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST, CHAFFEE COUNTY, NEW MEXICO PRINCIPAL MERIDIAN, COLORADO.	
JOB NUMBER: J-20-205 DESIGNED BY: B.S.H. DRAWN BY: TEO DADO CHECKED BY: M.K.H. FIELD BOOK: 3325, Pages 68 & 82, 83, 7523	HENDERSON LAND SURVEYING CO., INC. 259 S STREET SALIDA, COLORADO
DATE: 12/15/20	DRAWING NO.: S-20-61



Just Off The River

*334 Reading Ave
Shillington Pa 19607*

To whom it may concern

I, Connie Gallen, owner and operator of ***Just Off the River*** hereby authorize:

Maggie Barnard	305 W 13th St Salida Co 81201	610-401-3014
Gabe Barnard	305 W 13th St Salida Co 81201	607-239-8782

to act on my behalf in any means necessary in regards to the pre-annexation process of 1030 Illinois Ave. I also authorize any future decisions made by the tenants in regards to this process, and future requirements or adjustments that may arise.

If the City of Salida has any concerns please contact me at
northeastfamilydentistry@hotmail.com

Sincerely,

Connie Gallen