



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 18, 2021:

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

Improvements Agreement for Angelview Condominiums, Lots 3A & 3B (Resolution 2021-16)

BACKGROUND:

The five lot minor subdivision for Angel View was approved by the Planning Commission on July 15, 2016 and replatted via Planning Commission approval on January 22, 2018. The applicant, Harder-Diesslin Holdings, LLC, has proceeded with development of Lots 1 & 2 in conformance with the R-3 zoning that is on the site and is in the process of developing Lots 3A and 3B.

The agreement sets forth the requirements for the developer to complete the public improvements along Lots 3A and 3B and within parts of Shepherd Road, which includes water and wastewater mains, and their subsequent dedication to the City.

FISCAL NOTE:

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

STAFF RECOMMENDATION:

Staff recommends approval of the Improvements Agreement for Angelview Condominiums, Lots 3A and 3B (Resolution 2021-16).

SUGGESTED MOTIONS:

A Council person should move to “approve Resolution 2021-16 approving the Improvements Agreement for Angelview Condominiums, Lots 3A and 3B.”

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 16
(Series 2021)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE DEVELOPMENT IMPROVEMENT AGREEMENT FOR
ANGELVIEW CONDOMINIUMS (LOTS 3A AND 3B).**

WHEREAS, the property owner, Harder-Diesslin Holdings, LLC (“Developer”) received minor subdivision approval for the Angel View Minor Subdivision on July 15, 2016 as recorded at Reception No. 428085 of the Chaffee County Recorder’s Office, Chaffee County, Colorado; and

WHEREAS, a replat of the Angel View Minor Subdivision was approved on January 22, 2018 to create Lots 3A and 3B as recorded at Reception No. 443234 of the Chaffee County Recorder’s Office, Chaffee County, Colorado; and

WHEREAS, Lots 3A and 3B of said minor subdivision replat (“Property”) is being developed in accordance with the Salida Municipal Code; and

WHEREAS, a condition of Section 16-2-60 of the Land Use Code is the Developer will enter into an agreement to construct certain public improvements that after acceptance will be owned and maintained by the City of Salida; and

WHEREAS, the public improvements within Lots 3A and 3B of the Angel View Minor Subdivision replat are limited to water and wastewater mains extended by the Developer; and

WHEREAS, pursuant to Sections 16-2-60 of the Land Use Code, the Developer wishes to enter into this Agreement to set forth their understanding concerning the terms and conditions for the construction of the public improvements for the Property (“Agreement”); and

WHEREAS, staff shall be permitted to correct immaterial errors, typos and inconsistencies in the Agreement as approved by the Mayor.

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

The Improvements Agreement for the Angelview Condominiums is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 18TH day of May, 2021.

CITY OF SALIDA, COLORADO

Mayor P.T. Wood

(SEAL)

ATTEST:

City Clerk

CITY OF SALIDA, COLORADO
Angel View Condominiums

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____ 2021, by and between the City of Salida, a Colorado municipal corporation (the "City"), and HARDER-DIESSLIN HOLDINGS, LLC ("Owner").

Recitals

WHEREAS, the City provides potable water service and wastewater service within the boundaries of the City of Salida, Colorado; and

WHEREAS, Owner is the owner of certain real property located in the City of Salida known and described as Lots 3A and 3B of the Angel View Minor Subdivision recorded as Reception No. 443234 as shown in **Exhibit A** (the "Property"); and

WHEREAS, the Property currently is not serviced by a City potable water or wastewater service lines, and Owner wishes to obtain water and wastewater service from the City and is willing to do all excavations, constructions, installations, connections, and other work necessary to extend a water main and wastewater lines to and through the Property as shown in the Approved Plans and Specifications **Exhibit B**; and

WHEREAS, the water main and wastewater service lines and all other necessary components of the water distribution and wastewater collection systems are to be constructed by Owner to extend City water/wastewater service to the Property (“Facilities”) and also will make water and wastewater service available to certain neighboring properties; and

WHEREAS, the City is willing to provide water and wastewater services to the Property upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Pre-Conditions to Service to Property. No water and wastewater services to the Property will be provided by the City except upon (i) City’s final approval and acceptance of the Facilities as described in paragraph 11 below; (ii) Owner’s conveyance to City of the Facilities and associated easements and documentation as described in paragraph 8 below; (iii) Owner's payment in full of all water and wastewater system development fees, in the amounts then in effect, to the City; and (iv) Owner’s compliance with its continuing Performance Guarantee obligation under paragraph 8.iv below.

1. **Construction of Facilities.** Owner shall be solely responsible for the construction of the Facilities and the connection and extension of the Facilities to and through the Property from the City's water and wastewater systems, and for payment of all costs incurred in such construction, connection, and extension. The parties acknowledge

that Owner's construction and installation of the Facilities may include one or more stub-outs to serve future development on the Property and/or one or more adjacent parcels.

2. Compliance with Municipal Code. Owner shall comply in full with the requirements of the Salida Municipal Code, including without limitation Title 16 thereof, in constructing and connecting the Facilities. The parties acknowledge that the City's execution of this Agreement does not constitute approval of any existing land use application or approval of any future land use application for the Property.
3. City Approval of Plans and Specifications. All construction, installation, and connection of the Facilities must be in conformance with the plans and specifications submitted by the Owner and approved in writing by the City Public Works Director or his designee before commencement of construction ("Approved Plans and Specifications"), and must comply with the Annexation Agreement between the parties, the Salida Municipal Code, the City's Public Works Manual, and any applicable federal, state, county, or local laws. Any changes in or deviations from the Approved Plans and Specifications must be separately approved in writing by the Public Works Director or his designee before commencement of any construction based on such changes or deviations. All contracts for construction, installation, and connection of the Facilities must be approved in writing by the City, must allow assignment to the City with no further action by the contractor, and must require compliance with Article 26 of Title 38, Colorado Revised Statutes, including the posting of performance and completion bonds, each bond to be in the full amount of the contract.
4. Schedule of Costs and Performance Guarantee. In accordance with the Approved Plans and Specifications (**Exhibit B**), Owner shall construct and install the Facilities as shown in the itemized list of materials, tasks, and estimated costs as shown in **Exhibit C**. Before commencement of construction, Owner shall deliver to City a performance guarantee in the form of cash, a letter of credit, a cash bond, a performance bond, or another security instrument acceptable to and approved in writing by the City Attorney to secure the performance and completion of the Facilities ("Performance Guarantee"). The Performance Guarantee must be in an amount equal to at least 125% of the estimated cost of construction, installation, and connection of the Facilities, including all materials, as shown in **Exhibit B**.

The total estimated cost of construction, installation, and connection of the Facilities, including materials, as shown in **Exhibit C** is \$173,360; therefore, the Performance Guarantee must be in an amount equal to at least \$216,700. The purpose of the cost estimates itemized in this paragraph is solely to determine the amount of the Performance Guarantee and may be revised from time to time to reflect actual costs. If a substantial amount of time elapses between the time of posting of the Performance Guarantee and actual construction, installation, and connection of the Facilities, the City reserves the right to require a reasonable increase in the amount of the Performance Guarantee based on estimated or actual increases in costs of materials and

construction. The Performance Guarantee may be partially released by the City in accordance with the terms and conditions of Section 16-2-60(m) of the Salida Municipal Code and the additional terms and conditions of this Agreement, including without limitation paragraph 8(iv) below.

5. Construction Schedule. Attached **Exhibit D**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Facilities (“Construction Schedule”). The Developer shall complete construction of each phase described in **Exhibit D** in compliance with the timetable included in the Construction Schedule.
6. Observation of Construction and Inspection of Facilities. The City Public Works Director or his designee may observe all construction, installation, and other work on the Facilities, and may inspect and test each component of the Facilities. Owner shall reimburse City for all costs associated with the City’s observation of construction on the Property and inspection of the Facilities, and the City shall not give its final approval and acceptance of the Facilities, as described in paragraph 11 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction, and also may occur at any time after the Facilities are operational at reasonable intervals as the City may request. The Public Works Director shall direct Owner to correct any deficiencies in the construction and installation of Facilities that are not in conformance with the Approved Plans and Specifications. Inspection, acquiescence, and/or verbal approval by any Public Works official of the construction of the Facilities, at any particular time, will not constitute the City’s final approval or acceptance of the Facilities as required hereunder. Such final approval and acceptance will be given by the City only in accordance with paragraph 11 below.
7. Conveyance of Facilities. Within twenty-eight days of the City’s final approval and acceptance of the Facilities in accordance with paragraph 10 below, Owner shall, at no cost to the City, do the following:
 - i. Execute and deliver to the City a good and sufficient bill of sale describing all of the Facilities constructed, connected, and installed by Owner pursuant to this Agreement, together with all personal property relating to the Facilities (“Bill of Sale”). In the Bill of Sale, Owner shall warrant the conveyance of the Facilities as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Acceptance of the Bill of Sale must be authorized by City Council.
 - ii. Execute and deliver to the City a good and sufficient general warranty deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Facilities to the extent the Facilities are not constructed within dedicated easements or rights-of-way as shown on the Plat recorded as Reception No. 443234 All such easements conveyed to the City will be general utility easements and must have a total

width of at least twenty feet, lying ten feet on either side of the centerline of the Facilities. Owner further agrees to promptly convey to City, free and clear of lien and encumbrances, any and all other easements necessary for future expansion of City services on the Property.

- iii. Deliver to the City as-built drawings, surveys, and operation manuals for the Facilities or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at Owner's sole expense.
 - iv. Maintain that portion of the Performance Guarantee deemed necessary by the City to insure warranty work for the warranty period described in paragraph 12 below and to insure maintenance of the Facilities for a period of one year from the date of their acceptance by the City as described in paragraph 10 below.
8. Payment of Consultant Fees and Costs. Owner shall reimburse the City for the reasonable costs paid by the City to its professional consultants, including without limitation legal and engineering consultants, for their work related to the drafting and performance of this Agreement. Owner shall reimburse such costs within 30 days of receiving the City's invoice for same, and the City shall not give its final approval and acceptance of the Facilities as described in paragraph 11 below until all such costs have been reimbursed; provided, however, that Owner shall reimburse City within 30 days of invoicing for any additional such costs incurred following the City's final approval and acceptance of the Facilities.
 9. Water and Wastewater System Fees and Charges. Owner shall be responsible for the payment of water and wastewater system development fees, in the amounts then in effect, prior to connection of any structure on the Property to the Facilities. Owner acknowledges that nothing herein constitutes a guarantee by the City of adequate capacity in its water system to serve the Property until such time as the applicable fees and charges are paid in full.
 10. Acceptance of Facilities by City. Upon Owner's completion of the construction, installation, and connection of the Facilities, the City's Public Works Director or his designee shall inspect the Facilities and certify with specificity the Facilities' conformity or lack of conformity to the Approved Plans and Specifications and to all applicable City, state, and federal standards. At the direction of the Public Works Director, Owner shall make all corrections necessary to bring the Facilities into conformity with the Approved Plans and Specifications and all applicable government standards. The City's final approval and acceptance of the Facilities must comply with the City of Salida Construction Standards and Specifications, must be memorialized in writing, and may not be given until Owner has met the requirements of paragraph 7 above and reimbursed City for all reimbursable costs described in paragraphs 8 above. Before the sale of any lot on the Property is closed, the Facilities must have been certified, in a signed writing of the City's Public Works Director or his

designee, to be substantially completed in accordance with the Approved Plans and Specifications.

11. Warranty. Owner shall warrant the Facilities to be free from defect in workmanship or quality for a period of one year after written acceptance of the Facilities by the City in accordance with paragraph 10 above (“Warranty Period”). In the event of any defect in workmanship or quality during the Warranty Period, Owner shall correct the defect in workmanship or material. In the event that any corrective work is performed by Owner during the Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should Owner default in its obligation to correct any defect in workmanship or material during the Warranty Period, City will be entitled to draw on the Performance Security and/or to pursue any other remedy described in paragraph 12 below.

12. Breach by Owner; City's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by Owner, and unless the City must act immediately to protect the health, safety, and welfare of City residents or City water users, the City Administrator shall give written notice to Owner of the nature of the default and an opportunity to be heard before City Council concerning such default before pursuing a remedy hereunder. If the default has not been cured within thirty (30) days of the date of Owner’s receipt of the written notice or the date of Owner’s hearing before City Council, whichever is later (or such reasonable time period as necessary to cure the default, provided that Owner has initiated such cure), the City may pursue one or more of the following remedies, none of which is exclusive:
 - i. The City Administrator may give written notice to Owner and to the issuer or holder of the Performance Guarantee that the City is proceeding with the task of constructing, installing, or connecting the Facilities in whole or in part, and that said Performance Guarantee will be expended by the City for the construction, installation, or connection of the Facilities required by this Agreement.
 - ii. The City may refuse to provide water services to the Property.
 - iii. The City may seek to enforce this Agreement at law or in equity, by injunction, by decree of specific performance or damages, or by such other legal or equitable relief as may be available. In the event of litigation in connection with the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to its costs related to such litigation, including reasonable attorneys’ fees.

13. City Under No Obligation to Complete Facilities. Owner agrees that in the event that it fails to perform its obligations as set forth herein, the City shall be under no obligation to complete the Facilities or to perform any of Owner’s obligations hereunder. Other than the parties to this Agreement, no one, individually or

otherwise, shall acquire as a result of this Agreement any rights, claims, or obligations from or against the City, including without limitation its agents, employees, or officers. Actions by the City against the Owner to enforce any provision of this Agreement will be at the sole discretion of the City. No third party shall have any right to require action by the City pursuant to this Agreement; and this Agreement creates and will create no liability on the part of or any cause of action against the City for any personal or property damage that may result to third parties from the failure of Owner to complete the Facilities herein described.

14. Assignment. This Agreement may not be assigned by Owner without the prior written consent of the City, which consent will not be unreasonably withheld. In the event Owner desires to assign its rights and obligations herein, it shall so notify the City in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.
15. Indemnification. The City, including without limitation any officer, agent, or employee thereof, shall not be liable or responsible for any accident, loss, or damage related to the work described in this Agreement, nor shall the City, including without limitation any officer, agent, or employee thereof, be liable for any persons or property injured by reason of the performance or nature of said work. Owner agrees to indemnify and hold harmless the City, and any of its officers, agents, or employees, from any and all claims or losses of any nature whatsoever incurred by the City, or any of its officers, agents, or employees, resulting from or arising out of construction, installation, or connection of the Facilities on the Property, or from any other obligation of Owner as stated in this Agreement. This indemnification includes actual attorneys' fees incurred in the event that any party brings an action against the City in connection with any term or condition of this Agreement or in connection with the construction, installation, or connection of the Facilities. The parties intend not to duplicate any legal services or other costs associated with the defense of any claims against either party as described in this section. Therefore, the parties agree to cooperate in full to prevent any duplicative expenses incurred as a result of the indemnification herein described.
16. Authority Liability. Each person signing this Agreement represents and warrants that he or she is fully authorized to enter into and execute this Agreement, and to bind the party he or she represents to the terms and conditions hereof.
17. Complete Agreement. This Agreement constitutes the entire and complete agreement of the parties on the subject matter herein. No promise or undertaking has been made by any party, and no understanding exists with respect to the transaction herein contemplated, except as expressly set forth herein. All prior and contemporaneous negotiations and understandings between the parties are embodied and merged into this Agreement. Any modification or amendment must be in a written form and executed in the same manner as this Agreement.

18. Severability. If a court of competent jurisdiction finds any provision of this Agreement void, all remaining provisions will remain in full force and effect.
19. Waiver of Defects. In executing this Agreement, Owner waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on Owner as set forth herein, and concerning the procedure, substance, and form of City Council's resolution approving this Agreement.
20. Governing Law. The Laws of the State of Colorado govern the validity, performance, and enforcement of this agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action will be in Chaffee County.
21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
22. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which constitutes an original, but all of which together constitute one and the same document.
23. Survival of Obligations. The provisions of this Agreement will survive any transfer of the Water Facilities to the City and are to be deemed to be covenants running with the Property.
24. Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by facsimile transmission, email, or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery will be effective upon receipt. All facsimile transmissions and transmissions by email will be effective upon transmission receipt. All notices by mail will be considered effective seventy-two (72) 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 must be sent.

Notice to City:	City of Salida
	448 E. First Street, Suite 112
	Salida, CO 81201

Notice to Owner	Harder-Diesslin Holdings, LLC
	112 F Street
	Salida, CO 81201

IN WITNESS WHEREOF, the City and Owner have caused this Agreement to be executed on the day and year adjacent to their respective signatures.

Signature page follows.
Remainder of this page intentionally left blank.

CITY OF SALIDA, COLORADO

By _____
Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2021
by _____, as Mayor, and by _____, as City
Clerk/Deputy City Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

HARDER-DIESSLIN, Inc.

By _____
John Diesslin

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2021
by Walt G. Harder as member of Harder-Diesslin, Inc.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

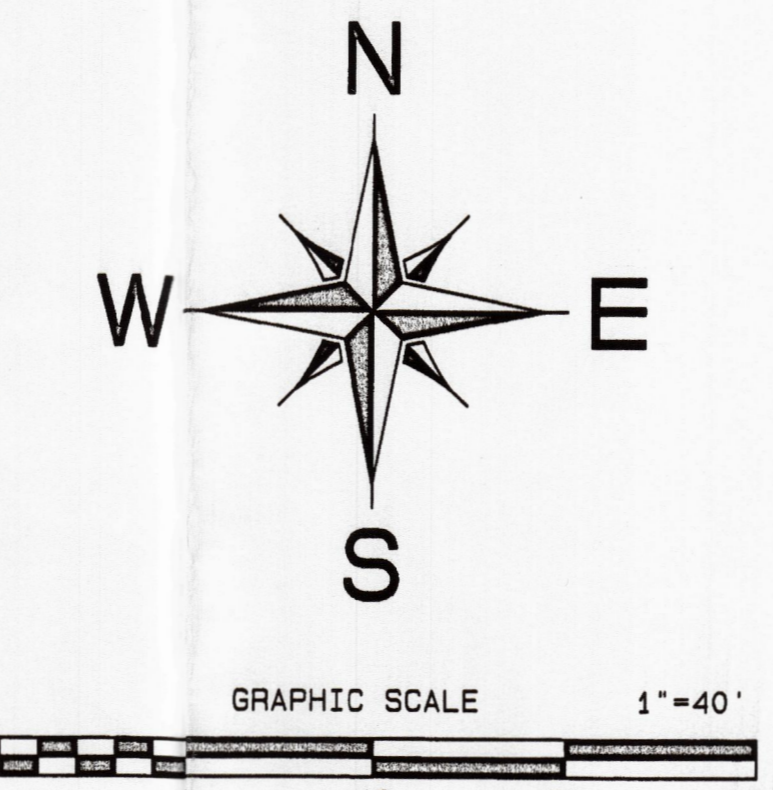
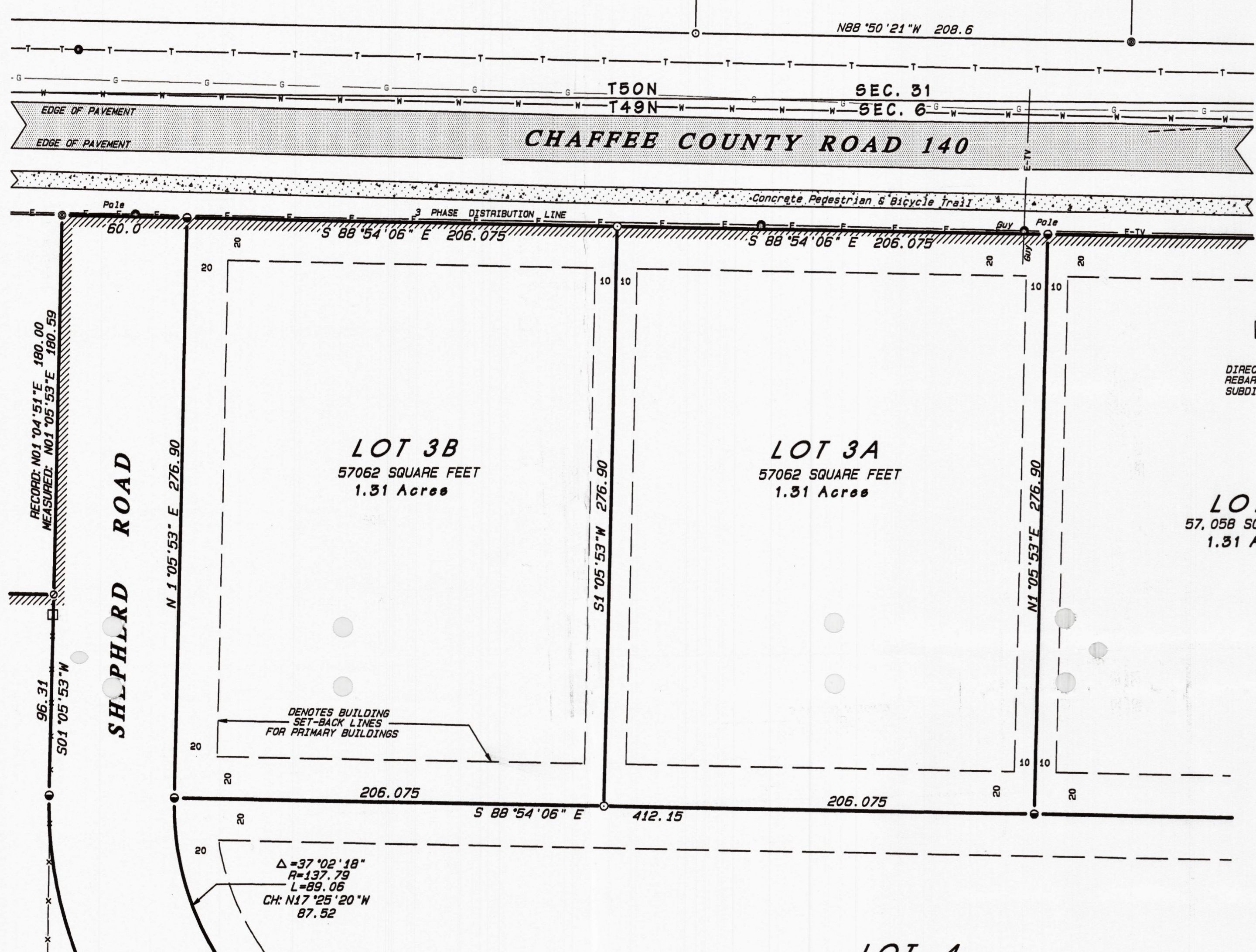
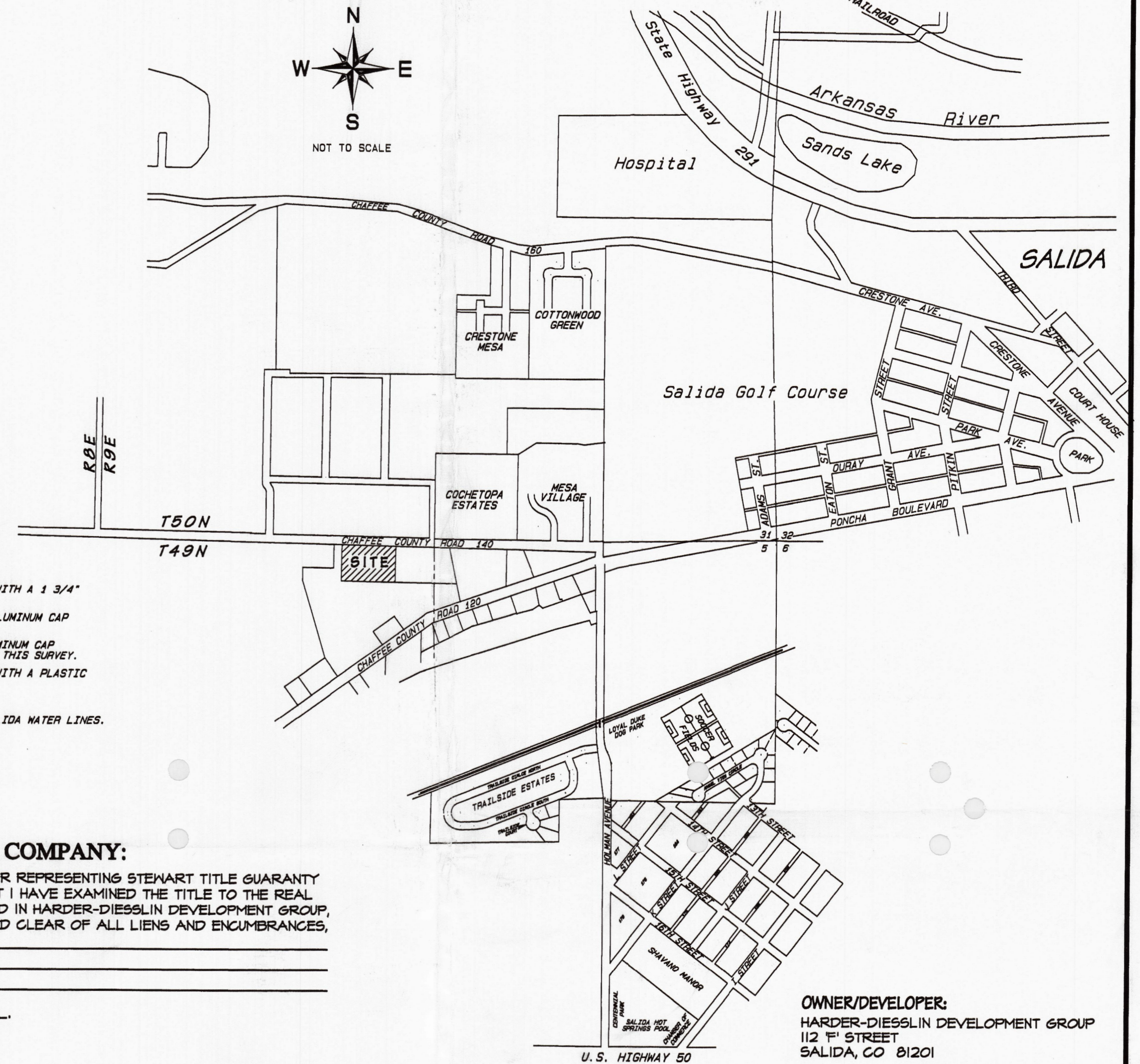
Exhibit A

REPLAT OF LOT 3, ANGELVIEW MINOR SUBDIVISION

LOCATED IN THE
NORTH 1/2 OF SECTION 6, T49N, R9E, N.M.P.M.
IN THE
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO
SHEET 2 OF 2

VICINITY MAP

NOT TO SCALE



DIRECTIONS ARE BASED ON THE BEARING S12°05'04"E BETWEEN RECOVERED REBAR SURVEY MONUMENTS AT THE NE AND SE CORNERS OF ANGELVIEW MINOR SUBDIVISION AS SHOWN AND DESCRIBED ON THE FILED PLAT THEREOF.

- LEGEND:**
- DENOTES A PREVIOUSLY RECOVERED 5/8" REBAR WITH A 1 3/4" STEEL DISC STAMPED '6783'.
 - DENOTES A 5/8" X 24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED 'LS 16117', PREVIOUSLY SET.
 - DENOTES A 5/8" X 24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED WITH LOT NOS. & 'LS 16117', SET FOR THIS SURVEY.
 - DENOTES A PREVIOUSLY RECOVERED 1/2" REBAR WITH A PLASTIC STAMPED 'PROP CRN 34975'.
 - DENOTES CITY OF SALIDA SEWER MAIN.
 - DENOTES APPROXIMATE LOCATION OF CITY OF SALIDA WATER LINES.
 - DENOTES APPROXIMATE LOCATION OF GAS LINES.
 - DENOTES OVERHEAD ELECTRIC LINES.
 - DENOTES OVERHEAD TELEPHONE LINES.
 - DENOTES OVERHEAD TELEVISION LINES.
 - DENOTES A FENCE.
 - DENOTES CITY OF SALIDA CORPORATION LINE.

CERTIFICATE OF TITLE INSURANCE COMPANY:

I, JAMES L. TREAT, A LICENSED TITLE INSURANCE EXAMINER REPRESENTING STEWART TITLE GUARANTY COMPANY IN THE STATE OF COLORADO DO CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE REAL PROPERTY DESCRIBED HEREON AND FOUND TITLE VESTED IN HARDER-DIESSLIN DEVELOPMENT GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT: NONE

DATED THIS 29th DAY OF May, A.D., 2018.

James L. Treat
JAMES L. TREAT

LAND SURVEYOR'S STATEMENT:

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS PLAT WAS PREPARED BY ME AND IS BASED ON A LAND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY AND PLAT ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 29th DAY OF May, A.D., 2018.



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

GENERAL LAND SURVEYOR'S NOTES:

- 1) PROPERTY DESCRIPTION IS BASED ON WARRANTY DEED RECORDED AT RECEPTION NO. 428168 OF THE CHAFFEE COUNTY RECORDS.
- 2) RECORD EASEMENT RESEARCH BASED ON STEWART TITLE GUARANTY COMPANY COMMITMENT NO. 204320 ISSUED BY CHAFFEE TITLE & ESCROW EFFECTIVE OCTOBER 26, 2015.

DEVELOPMENT NOTES:

- 1) Pursuant to section 16-6-12G(8), Parks, Trails and Open Space, of the Salida Municipal Code, as may be amended, neither land dedication nor fees-in-lieu have been paid for this subdivision. At the time that residential dwelling units are constructed on any of the lots herein, either by further subdivision or building permit approval, land dedication and/or fees-in-lieu for parks, trails and open space in the amount then in effect shall be payable to the City prior to issuance of building permits.
- 2) Pursuant to section 16-6-144, Fair Contributions for Public School Sites, as may be amended, a payment in lieu of land dedication for fair contributions for public school sites shall be paid by the owner of each lot within this subdivision prior to issuance of a building permit for any new residence on such lot.
- 3) At the time of development of Lot 5 the developer shall be responsible for the cost to design and install water lines built to then current City of Salida construction standards and specifications for the purpose of a looped connection between municipal waterlines located in County Roads 120 and 140.
- 4) At the time of development of Lot 5 the developer shall be responsible for the cost to design and install arterial roadway improvements built to then current City of Salida construction standards and specifications.

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL PERSONS BY THESE PRESENTS THAT HARDER-DIESSLIN DEVELOPMENT GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF CERTAIN LAND IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

Lot 3, Angelview Minor Subdivision in the City of Salida, Chaffee County, Colorado
Per Plat filed July 15, 2016 as Reception No. 428085.

HAS LAID OUT, SUBDIVIDED AND REPLATED THE ABOVE DESCRIBED PROPERTY INTO TWO (2) NEW LOTS, AS SHOWN ON THIS PLAT, TO BE KNOWN AS:

LOTS 3A AND 3B, ANGELVIEW MINOR SUBDIVISION

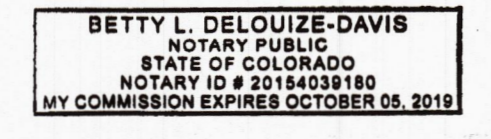
LOCATED WITHIN
LOT 3, ANGELVIEW MINOR SUBDIVISION, CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

EXECUTED THIS 30th DAY OF May, 2018.

HARDER-DIESSLIN DEVELOPMENT, LLC
A COLORADO LIMITED LIABILITY COMPANY

Walter G. Harder IV
WALTER G. HARDER IV, MANAGING MEMBER
STATE OF COLORADO
COUNTY OF CHAFFEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME ON THIS 30th DAY OF May, 2018.
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES 10/06/19



NOTARY PUBLIC: *Betty L. Davis*
ADDRESS: 112 F Street Salida

PLANNING COMMISSION APPROVAL:

THIS PLAT IS APPROVED BY THE CITY OF SALIDA PLANNING COMMISSION THIS 22nd DAY of May, 2018.

John Duran
CHAIRMAN

CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO AT 9:24 A.M. ON THIS 13th DAY OF June, A.D., 2018 UNDER RECEPTION NO. 443234.

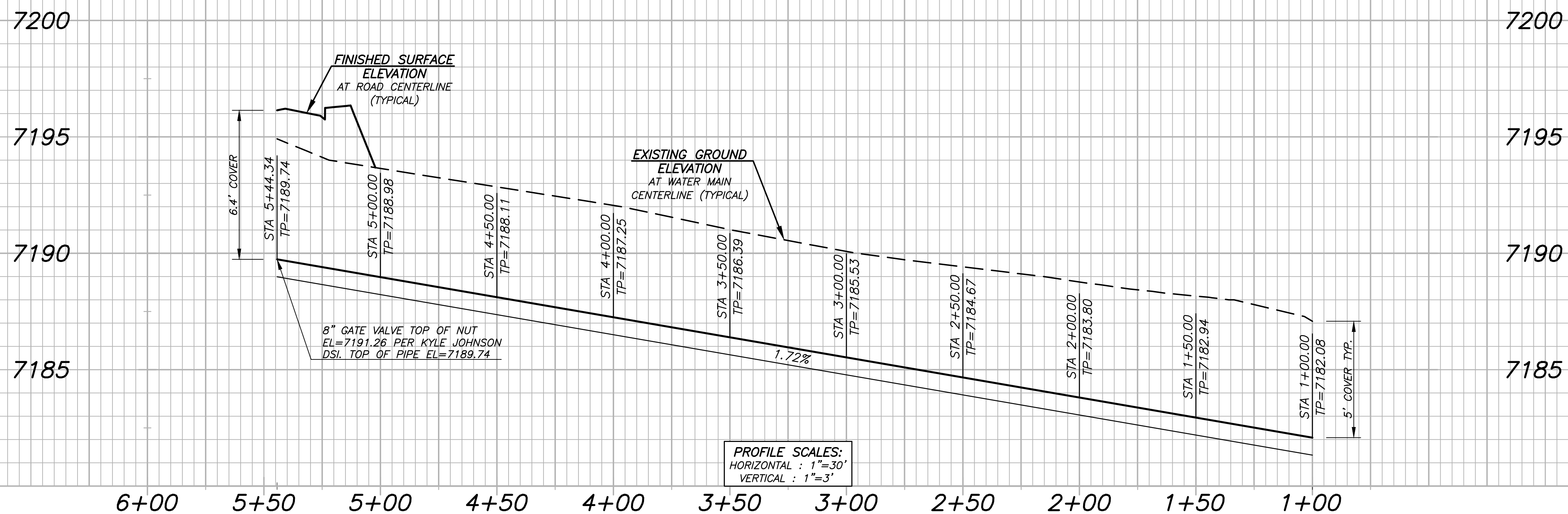
Patricia Travnicek (Deputy Recorder)
CHAFFEE COUNTY CLERK & RECORDER

443234

443234 6/11/2018 9:24 AM PLAT Lori A Mitchell
1 of 1 RS10 DS0 NS0 SS3 MS0 ES0 Chaffee County Clerk

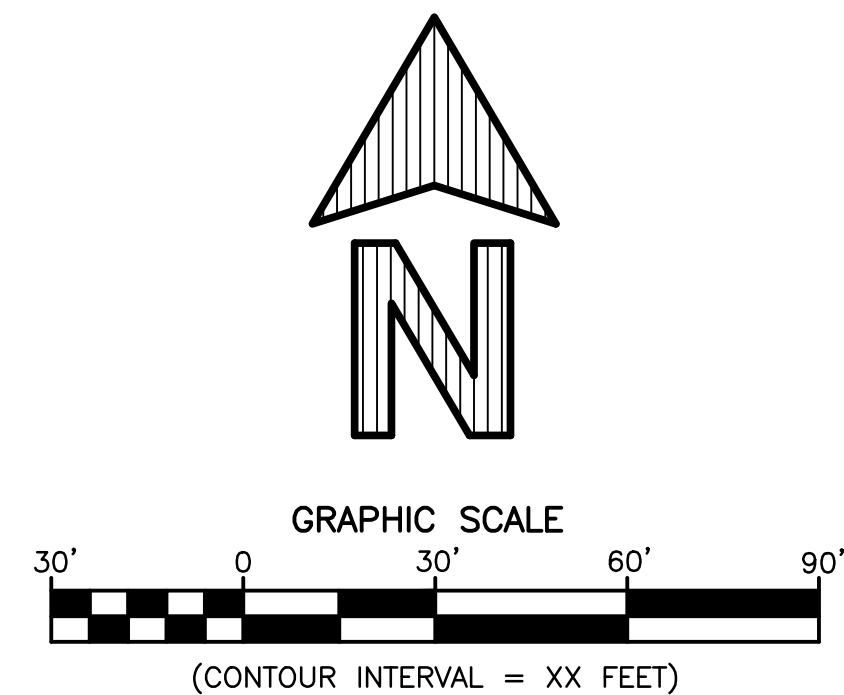
SUB 421	REPLAT OF LOT 3, ANGELVIEW MINOR SUBDIVISION IN THE CITY OF SALIDA	
	CHAFFEE COUNTY Job Number: J-17-201 DESIGNED: M.K.H. DRAWN BY: THOD CAD CHECKED: Ptd. book:	HENDERSON LAND SURVEYING CO., INC. 203 G STREET SALIDA, COLORADO DATE: 12/19/17 DRAWING NO. L-17-80

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



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

6+00 5+50 5+00 4+50 4+00 3+50 3+00 2+50 2+00 1+50 1+00



CONSTRUCTION NOTES:

WATER
19032-WATER - LAYOUT1

REVIEW SET 5/12/21

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

PREPARED FOR:
PHONE: -
PREPARED UNDER THE DIRECTION OF: _____ DATE _____
WILLIAM B HUSSEY CRABTREE GROUP, INC.
L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:
CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™
325 D STREET SALIDA, CO 81201 PH: 719-539-1675
918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799



8/14/2018	NA	ISSUED FOR REVIEW SET
DATE	BY	MARK
ENGINEER		

REVISIONS

APPR. DATE REVISION AGENCY

CITY OF SALIDA
DESIGNED BY - APPROVED BY:
DRAWN BY -
CHECKED BY - AGENCY HEAD DATE
SCALE 1"=30'
BENCHMARK: -
DATE MAY, 2021

ANGELVIEW
SALIDA, CO
EMMA LANE WATER
WATER
19032-WATER - LAYOUT1

SHEET NO. 3
OF 3 SHTS.
PROJECT NO. 19032

Exhibit C

Engineer's Opinion of Probable Cost					
Angelview Phase 3					
Prepared Using Unit costs from: Crabtree Group, Inc.					
Owner: Harder Diesslin Development Group LLC.					
Item	Qty	Unit	Description	Unit Cost	Total Cost
Road					
1	34	LF	Sawcut Asphalt To Provide Clean Edge For Paving	\$ 4.00	(Owned by HOA)
2	4	SY	Remove & Dispose of Existing (Sawcut) Asphalt	\$ 4.00	
3	392	LF	Furnish & Install 30" "Catch" Curb & Gutter	\$ 33.00	
4	0	EA	Construct Curb Opening	\$ 300.00	
5	0	LF	Furnish & Install 4' Wide Concrete Ribbon Gutter	\$ 35.00	
6	0	SY	Furnish & Install 6" Thick Patterned Concrete Crosswalk	\$ 125.00	
7	740	SY	Furnish & Install 3" Thick AC Paving Over 6" Class 6 Agg Base	\$ 32.00	
8	217	SY	Furnish & Install 4" Thick Concrete Sidewalk Over 4" Class 6 Agg Base	\$ 70.00	
			Subtotal	\$	-
Sewer					
9	0	EA	Furnish & Install 48" Diameter Manhole in existing 24" trunk main	\$ 6,000.00	\$ -
10	0	EA	Furnish & Install 48" Diameter Manhole	\$ 4,500.00	\$ -
11	196	LF	Furnish & Install 8" Diameter PVC Sewer Main	\$ 65.00	\$ 12,740.00
				\$	-
12	16	EA	Furnish & Install 4" Diameter PVC Sewer Service At 2%	\$ 1,200.00	\$ 19,200.00
			Subtotal	\$	31,940.00
Water					
13	1	EA	Connect To Existing Water Main With Appurtenances	\$ 500.00	\$ 500.00
14	2	EA	Furnish & Install 12" X 8" Tee	\$ 1,200.00	\$ 2,400.00
15	196	LF	Furnish & Install 8" Diameter PVC Water Main	\$ 60.00	\$ 11,760.00
65	0	EA	Furnish & Install 8" Gate Valve with box and concrete collar	\$ 1,200.00	\$ -
66	0	EA	Furnish & Install 8" X 8" Tee	\$ 1,000.00	\$ -
67	0	EA	Furnish & Install 6" Fire Hydrant Assembly	\$ 6,500.00	\$ -
68	0	EA	Furnish & Install 8" Plug	\$ 800.00	\$ -
70	8	EA	Furnish & Install 3/4" edge lot duplex water service tap assembly	\$ 2,500.00	\$ 20,000.00
70A	0	EA	Furnish & Install 3/4" single water service tap assembly	\$ 1,500.00	\$ -
71	0	EA	Furnish & Install Duplex Water Service Tap Assembly	\$ 2,500.00	\$ -
			Subtotal	\$	34,660.00
					Phase 1
			Civil Construction Total	\$	66,600.00
			Contingency (25%)	\$	16,650.00
			Total with Contingency	\$	83,250.00

Engineer's Opinion of Probable Cost					
Angelview Phase 4					
Prepared Using Unit costs from: Crabtree Group, Inc.					
Owner: Harder Diesslin Development Group LLC.					
Item	Qty	Unit	Description	Unit Cost	Total Cost
Road					
1	34	LF	Sawcut Asphalt To Provide Clean Edge For Paving	\$ 4.00	Owned by HOA
2	4	SY	Remove & Dispose of Existing (Sawcut) Asphalt	\$ 4.00	
3	984	LF	Furnish & Install 30" "Catch" Curb & Gutter	\$ 33.00	
4	0	EA	Construct Curb Opening	\$ 300.00	
5	34	LF	Furnish & Install 4' Wide Concrete Ribbon Gutter	\$ 35.00	
6	19	SY	Furnish & Install 6" Thick Patterned Concrete Crosswalk	\$ 125.00	
7	1858	SY	Furnish & Install 3" Thick AC Paving Over 6" Class 6 Agg Base	\$ 32.00	
8	393	SY	Furnish & Install 4" Thick Concrete Sidewalk Over 4" Class 6 Agg Base	\$ 70.00	
			Subtotal	\$	-
Sewer					
9	1	EA	Furnish & Install 48" Diameter Manhole in CR 120 ROW	\$ 6,000.00	\$ 6,000.00
10	1	EA	Furnish & Install 48" Diameter Manhole	\$ 4,500.00	\$ 4,500.00
11	196	LF	Furnish & Install 8" Diameter PVC Sewer Main	\$ 65.00	\$ 12,740.00
				\$	-
12	16	EA	Furnish & Install 4" Diameter PVC Sewer Service At 2%	\$ 1,200.00	\$ 19,200.00
			Subtotal	\$	42,440.00
Water					
13	1	EA	Connect To Existing Water Main With Appurtenances	\$ 500.00	\$ 500.00
14	1	EA	Furnish & Install 12" X 8" Tee	\$ 1,200.00	\$ 1,200.00
15	492	LF	Furnish & Install 8" Diameter PVC Water Main	\$ 60.00	\$ 29,520.00
65	4	EA	Furnish & Install 8" Gate Valve with box and concrete collar	\$ 1,200.00	\$ 4,800.00
66	1	EA	Furnish & Install 8" X 6" Tee	\$ 1,000.00	\$ 1,000.00
67	1	EA	Furnish & Install 6" Fire Hydrant Assembly	\$ 6,500.00	\$ 6,500.00
68	1	EA	Furnish & Install 8" Plug	\$ 800.00	\$ 800.00
70	8	EA	Furnish & Install 3/4" edge lot duplex water service tap assembly	\$ 2,500.00	\$ 20,000.00
70A	0	EA	Furnish & Install 3/4" single water service tap assembly	\$ 1,500.00	\$ -
71	0	EA	Furnish & Install Duplex Water Service Tap Assembly	\$ 2,500.00	\$ -
			Subtotal	\$	64,320.00
					Phase 1
			Civil Construction Total	\$	106,760.00
			Contingency (25%)		26690
			Total with Contingency	\$	133,450.00

Exhibit D



PROPOSED 3 WEEK CONSTRUCTION SCHEDULE - May 2021

DESCRIPTION	WEEK 1					WEEK 2					WEEK 3					COMMENTS
DATE	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
	19	20	21	22	23	26	27	28	1	2	5	6	7	8	9	
Angel View Phase 3 W&S																Complete Prior
Mobilize																"
Expose Sewer Main																"
Tie-in to Sewer Main																"
Run Sewer Main Emma																"
Install Sewer Taps Emma																"
Install Water Main Emma Ln																"
Install Water Taps Emma Ln																"
Final Acceptance																Testing complete Awaiting final sign off

PROPOSED 3 WEEK CONSTRUCTION SCHEDULE - June 2021

DESCRIPTION	WEEK 1					WEEK 2					WEEK 3					COMMENTS
DATE	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	
Angel View Phase 4																
Install Sewer Main Emma Lane						Complete										
Install Sewer Main Sheperd	x	x	x	x	x											
Install Taps Emma Lane						Complete										
Install Taps Sheperd Rd						x	x	x	x	x						
Set & Connect MH CR 140				x	x											
Install Sewer South on Shepard																Wait for Final AV X Design
Install Water Main Emma Ln						Complete										
Install Water South on Sheperd																Wait for final AV X Design
Install Remaining Water Taps																Wait until foundations are complete phase 4
Final Acceptance Water/Sewer															x	Phase 4 Mains Complete