



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6, 2020:

ORIGINATING DEPARTMENT: Public Works		PRESENTED BY: David Lady
--	--	------------------------------------

ITEM:

Council Action Approving a Sanitary Sewer Extension Agreement for Quarry Station Filing No. 2 & 3 Subdivision in Poncha Springs

BACKGROUND:

The developer for Quarry Station Filing No. 2 & 3 Subdivision has requested to complete a sewer extension agreement as required for the construction of a public sanitary sewer main that will serve the residential development. This development is located northwest of the US-50/285 intersection (across from LaGrees) within the current corporate boundaries of the Town of Poncha Springs and within Salida’s Wastewater Service Area. Filings No. 2 and 3 complete the build-out of the Quarry Station development. The City reviewed construction plans and build-out of Phases 1 through 3 in 2018 and included requirements for the developer to construct offsite improvements as part of the Phase 1 Sewer Extension Agreement. These offsite improvements were identified as necessary in order to accommodate the additional flows created by the development. These improvements were completed in 2019.

The proposed main for Phases 2 and 3 consists of 1,351 linear feet of 8-inch sewer line, manholes, and associated facilities. The sewer main extension for this property has been sized to accommodate anticipated future development.

This project along with the other recently approved extension agreements (shown in yellow on the attached exhibit) were considered during the Salida Sewer Collection System Build Out Infrastructure Plan. The trunk main serving Poncha Springs was modeled by the City’s utility engineering consultant for anticipated built-out conditions of the proposed development. The preliminary modeling indicated that no offsite improvements would be necessary for capacity demands created by the proposed development.

City of Salida legal counsel has drafted the template for the Sewer Line Extension and Connection Agreement in accordance with the Salida City Code and requirements set forth in the Salida-Poncha IGA’s as defined below.

In accordance with the Salida and Poncha Springs Intergovernmental Agreement for Transfer of Sewer System dated April 6, 2010 (“System IGA”), Salida operates, maintains, and expands its sewer system to accommodate planned growth and development within Poncha Springs planning and zoning jurisdiction.

In accordance with the Salida and Poncha Springs Intergovernmental Agreement for Provision of Sewer Services dated April 6, 2010 (“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.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6, 2020:

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

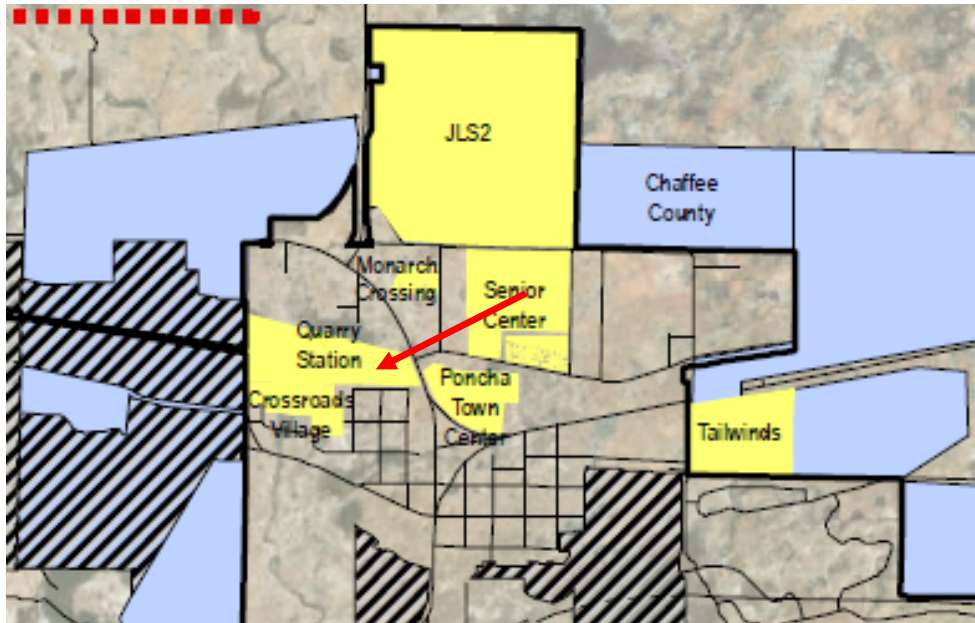


Figure 1

FISCAL NOTE:

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

STAFF RECOMMENDATION:

Legal counsel has provided language for inclusion into the Extension Agreement. Furthermore, the Draft Salida Sewer Collection System Build Out Infrastructure Plan has identified that the trunk line has adequate capacity, based on engineering calculations, for the proposed development.

SUGGESTED MOTIONS:

A Council person should make a motion to “combine and approve the items on the consent agenda”.

Followed by a second and then a voice vote.

**SEWER LINE EXTENSION AND CONNECTION AGREEMENT
(Quarry Station Filings No. 2 & 3 Subdivision)**

THIS SEWER LINE EXTENSION AND CONNECTION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2020, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“Salida”), and **QUARRY STATION, LLC** (“Developer”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as the “**Quarry Station Filings No. 2 & 3**” subdivision and more particularly described on attached **Exhibit A** (the “Property”).
- 1.2 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.
- 1.3 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”).
- 1.4 In accordance with the Poncha Springs Land Use Code, the Developer has submitted a plat for the **Quarry Station Filings No. 2 & 3 Subdivision** and has obtained preliminary plat approval of the subdivision by the Town Board.
- 1.5 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.
- 1.6 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.
- 1.7 The Property currently is not serviced by a Salida sewer line, and the Developer wishes to perform all excavations, construction, installations, connections, and other work necessary to establish a connection to a Salida sewer main (“Sewer Line Extension”), as shown on the Sewer Plans attached as **Exhibit B**.
- 1.8 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 in the sole discretion of Salida.
- 1.9 The Developer and Salida wish to enter into this Agreement in satisfaction of the requirement for an executed extension or line connection agreement under the Service IGA,

and to provide for Salida's provision of sewer service to the **Quarry Station Filings No. 2 & 3 Subdivision**.

- 1.10 The Developer 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 Extension and 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 **QUARRY STATION, LLC**, and its successor(s).
- 2.7 “Development” means all work on the Property required to accomplish construction and installation of the Public Improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”
- 2.8 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by Salida and the Developer.
- 2.9 “Extension Taps” means sewer taps for which Salida will provide service through the Sewer Line Extension.
- 2.10 “Performance Guarantee” means the bond or letter of credit of **\$521,455.00 (125%)** posted by the Developer in accordance with the terms of its Subdivision Improvements Agreement with Poncha Springs dated **September 8, 2020**.
- 2.11 “Property” means the land that is known as the “**Quarry Station Filings No. 2 & 3**” subdivision and described in attached **Exhibit A**.

- 2.12 “Public Improvements” means those Required Improvements constructed and installed by the Developer and dedicated to Salida in accordance with this Agreement, including without limitation wastewater collection mains and laterals and sewer manholes. The Required Improvements that are also Public Improvements are identified on the Bid Tab attached as **Exhibit C**.
- 2.13 “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.
- 2.14 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property, consistent 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.
- 2.15 “Salida Municipal Code” means the City of Salida Municipal Code, updated through Supplement No. 5, Update 4 (May 23, 2018), as it may be amended.
- 2.16 “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.
- 2.17 “Sewer Line Extension” means **1,351 linear feet of 8-inch sewer main** to be constructed and installed by the Developer as shown on **Exhibit B**, to allow the Developer to connect to a sewer main with sufficient capacity to enable Salida to provide sewer service to the Extension Taps.
- 2.18 “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.
- 2.19 “Town” means the Town of Poncha Springs.
- 2.20 “Warranty Period” means a period of one year from the date that the Salida Public Works Director or City Engineer, in accordance with the terms and conditions of paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications.

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 extension 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.

- 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 Public Improvements following execution of this Agreement, Salida reserves the right to require new terms or conditions for the Public Improvements or new obligations for the Developer with respect to such improvements.

**Section 4 – Connection to Sewer Line, Extension of Sewer Line,
and Provision of Sewer Service**

- 4.1 Provision of Sewer 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 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, and the Developer agrees that it will construct and install the Required Improvements, including without limitation all Appurtenant Sewer Service Lines, only in accordance with the terms and conditions of this Agreement, the System IGA, and the Service IGA, and with the following:
- 4.1.1 All requirements of the Town Code and the Town’s Subdivision Approval Ordinance;
 - 4.1.2 All requirements of the Salida Municipal Code;
 - 4.1.3 The City of Salida’s Standard Specifications for Construction, effective January 1, 2017, as they may be amended;
 - 4.1.4 The City of Salida Department of Public Works’ Design Criteria Manual for Water, Sewer, and Streets, effective January 1, 2017, as it may be amended;
 - 4.1.5 The Town’s applicable engineering standards for construction and installation of the Sewer Line Extension and Appurtenant Sewer Service Lines, including without limitation standards for compaction in trenches, under pavement, under sidewalks, at valve boxes, and around manholes; and
 - 4.1.6 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.
- 4.2 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 all Public 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 Public 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.

- 4.3 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 Extension 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 Extension. The Developer acknowledges and agrees that Salida's obligation to provide sewer service to the Extension Taps is contingent upon the Developer's construction and installation, and Salida's written approval pursuant to paragraph 5.10 below, of the Public Improvements associated with the Sewer Line Extension.
- 5.4 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 service, 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.
- 5.5 Required Improvements and Performance Guarantee. Attached **Exhibit C** provides a detailed list of the Required Improvements for which the Developer is responsible under the Town's final plat approval of the Property, along with the reasonably estimated costs of those Required Improvements, including both labor and materials. Under the Developer's Subdivision Improvement Agreement for the Property, a copy of which agreement is attached as **Exhibit D**, the Developer has furnished a Performance Guarantee, pursuant to Salida Municipal Code section 16-2-60(l), (and attached as **Exhibit E**) in the amount of **\$521,455.00**, which represents an amount equal to one hundred twenty-five

percent (125%) of the estimated cost of said improvements to ensure timely completion of the Required Improvements.

- 5.4.1 In accordance with paragraph 1.c of the Service IGA, the Town made Salida a third-party beneficiary of the Performance Guarantee associated with sewer service installation sections of the Developer's Subdivision Improvements Agreement for the Property.
- 5.4.2 Also in accordance with paragraph 1.c of the Service IGA, the Developer agrees that Salida is a third-party beneficiary of the Developer's Subdivision Improvements Agreement for the Property, that any default by the Developer hereunder will be deemed a default under the Subdivision Improvements Agreement, and that the Performance Guarantee (or rights to and in the same), to the extent of any estimated costs of the Public Improvements, may be made available to Salida in sufficient amounts in the event of default to provide for the completion of the Public Improvements.
- 5.4.3 In accordance with paragraph 1.d of the Service IGA, Salida agrees to perform all necessary inspections and, when appropriate, to provide required written confirmations in a timely fashion and within the time limitations, if any, imposed on Poncha Springs for inspecting the Public Improvements.
- 5.5 Prior Approval of Plans for Public Improvements. Before the Developer commences construction or installation of the Public Improvements, the Salida Public Works Director or City Engineer must review and approve the drawings and plans for such improvements, which drawings and plans must be stamped by the engineer retained by the Developer.
- 5.6 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement, industry standards, and Salida's rules, regulations, requirements, and criteria governing such construction.
- 5.7 Conveyance of Public Improvements. Within twenty-eight days of Salida's final acceptance of the Public Improvements in accordance with paragraph 5.11 below, the Developer, at no cost to Salida, shall do the following:
 - 5.7.1 Execute and deliver to Salida a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements ("Bill of Sale"). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Consistent with Section 16-2-60(j) of the Salida Municipal Code, acceptance of the Bill of Sale must be authorized by City Council.
 - 5.7.2 Execute and deliver to Salida a good and sufficient General Warranty Deed conveying to Salida, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the

extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the **Quarry Station Filings No. 2 & 3** Subdivision plat recorded at Reception No. [REDACTED]. Easements for public utilities must be at least twenty feet wide, ten feet wide on either side of the relevant infrastructure.

5.7.3 Deliver to Salida all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements, or make reasonable provision for the same to be delivered to Salida. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.

5.8 Warranty. The Developer shall warrant the Public Improvements in accordance with Salida Municipal Code section 16-2-60(f) for the Warranty Period, which is one year from the date that the Salida Public Works Director or City Engineer, in accordance with paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications. The Developer shall provide a one-year Warranty Bond or furnish a letter of credit, for the Public Improvements, including without limitation the Sewer Line Extension and all Appurtenant Sewer Service Lines. In the Warranty Bond or letter of credit, the Developer shall list Salida as the benefitted owner of the Public Improvements.

5.8.1 Specifically, but not by way of limitation, the Developer shall warrant the following:

- (1) That the title conveyed shall be good and its transfer rightful; and
- (2) Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- (3) Any and all facilities so conveyed shall be free of any and all defects in materials or workmanship.

5.8.2 In the event of any defect in workmanship or quality during the Warranty Period, the Developer shall correct the defect in workmanship or material.

5.8.3 In the event that any corrective work is performed by the Developer during the Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed.

5.8.4 Should the Developer default in its obligation to correct any defect in workmanship or material during the Warranty Period, the City will be entitled to draw on the Warranty Bond or letter of credit and/or to pursue any other remedy described in Section 7 below.

5.8.5 In addition to warranting the Public Improvements as described herein, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Warranty Period.

- 5.8.6 Pursuant to Salida Municipal Code section 16-2-60(n), the performance guarantee issued pursuant to this Agreement shall be fully released and discharged upon expiration of the one (1) warranty period, and the correction of any defects discovered during such warranty period.
- 5.9 Observation of Development and Inspection of Public 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 Public Improvements.
- 5.9.1 The Developer shall hire 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 shall hire a professional engineering consultant to provide construction management and inspections during the construction and installation of the Public Improvements, and to stamp the drawings and plans for the Public 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 shall reimburse Salida for any and all costs associated with Salida's observation of Development on the Property and inspection and testing of the Public Improvements, and Salida will not give its written approval of the Public Improvements, as described in paragraph 5.10 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 Public Improvements. Upon the Developer's request, the Salida Public Works Director or City Engineer shall inspect the Public Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The Salida Public Works Director or City Engineer shall confirm in writing the date on which all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the approved plans and specifications.
- 5.11 Final Acceptance of Public Improvements. Upon expiration of the Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, Salida shall issue its final written acceptance of the Public Improvements. Thereafter, Salida shall maintain such Public Improvements.
- 5.12 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 service, if the capacity of the sewer system does not allow for the provision of such service, as determined in the sole discretion of Salida.

- 5.13 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 approval of the Public Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.10 above.
- 5.14 Compliance with Environmental Laws. During Development, the Developer shall comply 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.
- 5.15 Reimbursable Costs and Fees. The Developer shall pay to Salida the fees described below at the time set forth below:
- 5.15.1 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 Public 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.
- 5.15.2 Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to Salida's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit F**.
- 5.15.3 Reimbursable Costs and Fees 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.
- 5.15.4 Interest will be imposed at rate of 1.5% per month on all balances not paid to Salida within 30 days of the effective date of Salida's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 10.6 below. In addition to any and all remedies available to Salida and in the event Salida is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, Salida shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

Section 6 – Development Schedule

- 6.1 **Development Schedule.** Attached **Exhibit G** provides the schedule according to which Development will occur, including construction and installation of the Public Improvements.
- 6.2 **Development Phases.** Each phase of Development must be planned so that the Developer's failure to proceed to a subsequent stage will not have an adverse impact on Salida's wastewater treatment system, process, or facilities.
- 6.3 **Deadline for Completion and Approval of Sewer Line Extension.** The Developer shall construct and install the Sewer Line Extension, and shall obtain Salida's written approval of the Sewer Line Extension in accordance with paragraph 5.10 above, no later than **November 31, 2021**. The Developer acknowledges and agrees that this deadline is applicable regardless of the number of units constructed within the Property as of **November 31, 2021**.

Section 7 – Default by Developer and Salida's Remedies

- 7.1 **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:
 - 7.1.1 Suspension of all further activities and approvals related to the Public Improvements.
 - 7.1.2 A demand that the Performance Guarantee be paid or honored.
 - 7.1.3 Any other remedy available in equity or at law.
- 7.2 **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.
- 7.3 **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.
- 7.4 **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.

- 7.5 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 8 – Indemnification and Release

- 8.1 Release of Liability. The Developer acknowledges 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 further acknowledges that it acts at its 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 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.
- 8.2 Indemnification.
- 8.2.1 The Developer 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.
- 8.2.2 The Developer shall reimburse Salida for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought 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.
- 8.2.3 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. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit F**.

- 8.2.4 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 9 – Representations and Warranties

- 9.1 **Developer's Representations and Warranties.** The Developer represents and warrants to Salida that the following are true and correct as of the date of the Developer's execution of this Agreement and will be true and correct as of the Effective Date:
- 9.1.1 **Authority.** This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.
- 9.1.2 **Authorized signatory.** The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.
- 9.1.3 **No litigation or adverse condition.** To the best of the Developer's knowledge, there is 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.
- 9.1.4 **Compliance with environmental laws and regulations.** To the best of the Developer's knowledge, 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.
- 9.1.5 **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.
- 9.2 **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:
- 9.2.1 **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.

- 10.7 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.
- 10.8 Recording. Salida shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense.
- 10.9 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 and the Developer.
- 10.10 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.
- 10.11 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.
- 10.12 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.
- 10.13 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.
- 10.14 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

Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
)
 s
 s.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2019,
by _____, as Mayor, and by _____, as Clerk,
on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

QUARRY STATION, LLC

By

[[Name and title]]

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2019 by
_____.

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

Notary Public

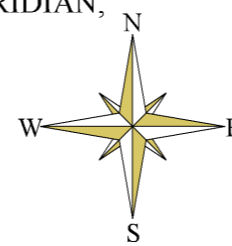
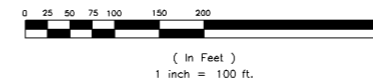
QUARRY STATION FILING No. 2

LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER (E½NE¼) OF SECTION 9 AND THE WEST HALF OF THE NORTHWEST QUARTER (W½NW¼) OF SECTION 10, TOWNSHIP 49 NORTH, RANGE 8 EAST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF PONCHA SPRINGS, CHAFFEE COUNTY, COLORADO

BEARING BASIS

Bearings shown hereon are based on South line of Quarry Station Filing No. 1 Plat, as filed in the records of the Chaffee County Clerk and Recorder at Reception No. 447063, which bears N 89°55'53" W, monumented as shown hereon.

GRAPHIC SCALE



Location Map

Not to Scale

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT the undersigned are the owners of that real property located in the East Half of the Northeast Quarter (E½NE¼) of Section 9 and the West Half of the Northwest Quarter (W½NW¼) of Section 10, Township 49 North, Range 8 East of the New Mexico Principal Meridian, in the Town of Poncha Springs, Chaffee County Colorado, more particularly described as follows:

Beginning at the Northeast Corner of Lot 56 of Quarry Station Filing No. 1, as filed in the records of the Chaffee County Clerk and Recorder at Reception No. 447063, from which the Center-West 1/16th corner of Said Section 10 bears S28°31'00"E a distance of 1365.74 feet, thence with the north boundary of said Quarry Station Filing No. 1 for the following five (5) courses,

- 1.) N 89°55'53" W a distance of 326.98 feet;
- 2.) thence S 00°04'07" W a distance of 65.00 feet;
- 3.) thence N 89°55'53" W a distance of 462.72 feet;
- 4.) thence N 00°04'07" E a distance of 115.00 feet;
- 5.) thence N 89°55'53" W a distance of 570.67 feet;

thence with the west boundary of said Quarry Station Filing No. 2 for the following three (3) courses,

- 1.) thence N 13°31'42" E a distance of 254.31 feet;
- 2.) thence S 76°28'18" E a distance of 41.41 feet;
- 3.) thence N 13°31'42" E a distance of 129.96 feet to a point on the north line of the Quarry Station Subdivision;

Thence S 76°28'21" E with said north line a distance of 1209.55 feet to the northeast corner of the herein described tract, thence S 22°12'14" E a distance of 143.26 feet to the Point of Beginning, containing 8.25 Acres, more or less.

FURTHER THAT the undersigned has caused said property to be surveyed and laid out as Quarry Station Filing No. 2 and do hereby dedicate and set apart all of the streets, alleys, other public ways, places and easements shown on the accompanying plat and dedicate these to the public use forever. Hoover Circle and Nickerson Avenue are 60 foot wide and Holman Access is 20 foot wide and are public streets dedicated to the Town of Poncha Springs. Public Utility Easements as shown on the typical drawings on this plat and as per the Town zoning requirements are also dedicated to the Town of Poncha Springs.

Signed: Daniel M. Russell Member QUARRY STATION, LLC
Signed: David Martin Member

ACKNOWLEDGEMENT:

STATE OF COLORADO } SS
COUNTY OF CHAFFEE }

The foregoing was acknowledged before me this _____ day of _____, 2020,

by Daniel M. Russell and David Martin as Members of Quarry Station, LLC.

Witness my hand and seal. My commission expires _____

SIGNED: _____ Notary Public

PLANNING & ZONING APPROVAL:

QUARRY STATION, FILING No. 2 IS HEREBY ACCEPTED AND APPROVED BY THE PONCHA SPRINGS PLANNING AND ZONING COMMISSION ON THIS _____ DAY OF _____, 20____, AND THE APPROVAL OF SAME IS RECOMMENDED TO THE TOWN TRUSTEES OF PONCHA SPRINGS, COLORADO

BY: _____ CHAIRMAN OF PLANNING & ZONING
PONCHA SPRINGS, COLORADO

TOWN TRUSTEES APPROVAL:

QUARRY STATION FILING No. 2, AS REPRESENTED BY THIS PLAT, IS HEREBY APPROVED OF AND ACCEPTED BY THE TOWN TRUSTEES OF PONCHA SPRINGS, COLORADO, ON THIS _____ DAY OF _____, 20____

BY: _____ MAYOR
PONCHA SPRINGS, COLORADO
ATTEST: _____ TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO } SS
COUNTY OF CHAFFEE }

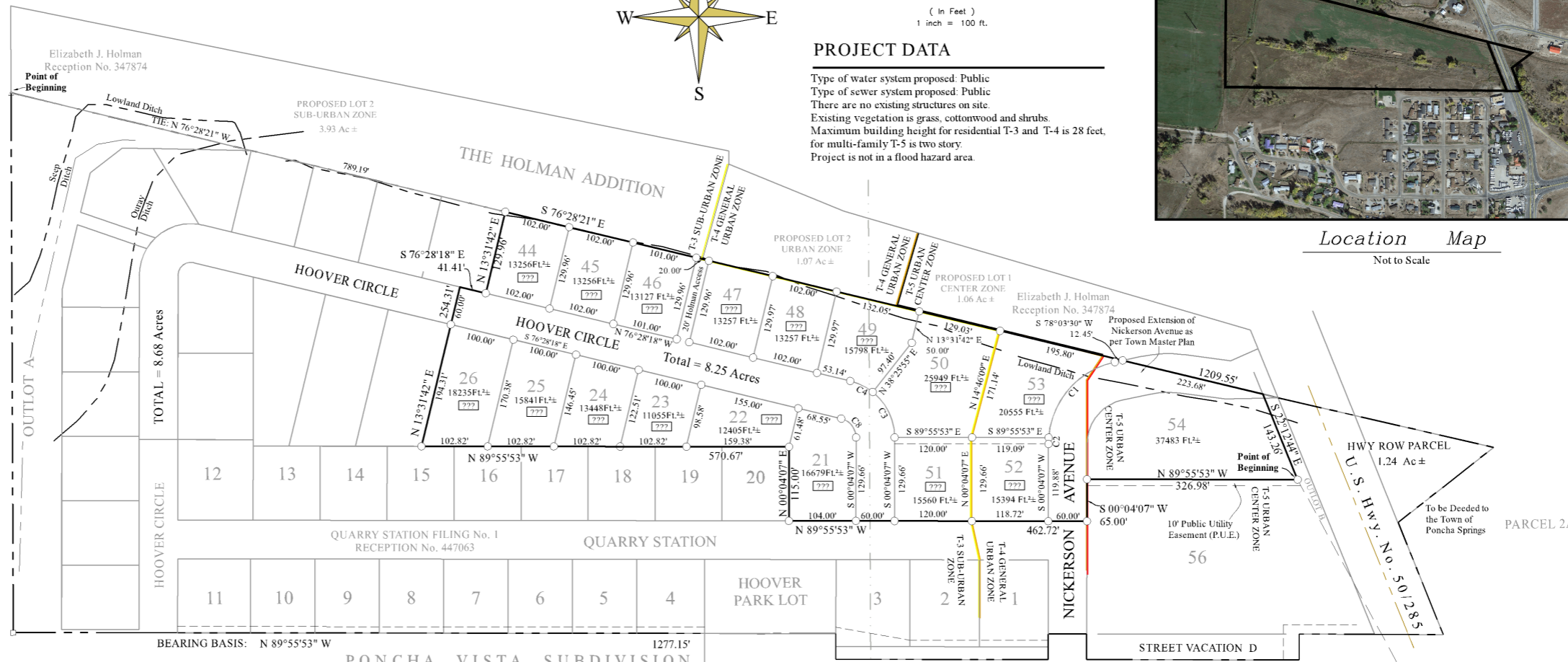
I hereby certify that this instrument was filed in my office at _____ O' Clock, _____ M,

the _____ day of _____, 2020 and is duly recorded under Reception

No. _____, and filed in Plat Cabinet _____, Map No. _____

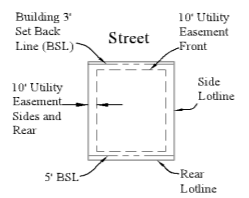
Signed: _____

Recorder

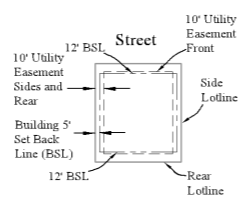


CURVE TABLE

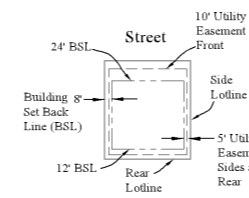
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	167.16'	130.00'	73°40'25"	S 41°13'18" W	155.88'
C2	9.79'	130.00'	4°18'56"	S 02°13'38" W	9.79'
C3	81.11'	90.00'	51°38'13"	N 25°44'59" W	78.39'
C4	39.12'	90.00'	24°54'13"	N 64°01'12" W	38.81'
C5	6.58'	80.00'	4°42'50"	N 78°49'43" W	6.58'
C7	36.11'	20.00'	103°27'35"	N 51°47'55" E	31.40'
C8	40.08'	30.00'	76°32'25"	S 38°12'05" E	37.16'



T5 TYPICAL LOT SETBACKS AND EASEMENTS
Principal Buildings
URBAN CENTER ZONE
See Poncha Springs Land Use Code (NO SCALE)



T4 TYPICAL LOT SETBACKS AND EASEMENTS
Principal Buildings
GENERAL URBAN ZONE
See Poncha Springs Land Use Code (NO SCALE)



T3 TYPICAL LOT SETBACKS AND EASEMENTS
Principal Buildings
SUB-URBAN ZONE
See Poncha Springs Land Use Code (NO SCALE)

SURVEYOR'S STATEMENT

I, Anthony J. Martin, a duly registered land surveyor in the State of Colorado, do hereby state that this plat was prepared from notes of an actual field survey performed by me or under my direct supervision and is true and correct to the best of my belief.

For and on behalf of
Russell Surveyors &
Associates, Inc.

ENGINEER/PLANNER

CRABTREE GROUP, INC 325 D
STREET - P.O. BOX 924
SALIDA, CO 81201
PH: (719) 539-1675
CONTACT: PAUL CRABTREE

DEVELOPER/APPLICANT

QUARRY STATION, LLC
P.O. BOX 280
9999 PONCHA SPRINGS LANE
PONCHA SPRINGS, CO 81242
PH: (719) 649-0932
CONTACT: DAVID MARTIN

LEGEND

- △ Found a No. 4 Rebar With Plastic Cap, PLS No. 35580
- Found a No. 4 Rebar With 1" Aluminum Cap, PLS No. 16117
- Found a No. 4 Rebar With No Identification
- Set a Colorado Highway Department Right-of-Way Marker
- Set a 24" No. 4 Rebar With Plastic Cap, PLS No. 38317
- Lot Number Filing No. 1
- 47 Lot Number Filing No. 2
- 777 Street Address Filing No. 2
- Quarry Station Remainder Property Boundary
- Filing Two Property Boundary
- Filing Two Lot Line
- Filing One Property Boundary
- Filing One Lot Line
- Adjacent Lot Line
- Section Line
- Overhead Electric Line
- Centerline Existing Irrigation Ditch

SURVEYOR NOTES

1. The Highway Right of Way Parcel shown is not a part of this subdivision, rather it is shown to indicate the parcel known as Parcel 2 on the Deed recorded under Reception No. 443079 and is to be deeded to the Town of Poncha Springs and is not subject to any restrictions created by the Covenants for Quarry Station.
2. Ten-foot (10') wide dry utility easements are hereby dedicated on private property adjacent to the front lot lines adjacent to streets of each lot in the subdivision, including tracts, parcels and/or open space areas. These easements are dedicated to the Town of Poncha Springs for the benefit of the applicable utility providers for the installation, maintenance, and replacement of electric, gas, television, cable, and telecommunications facilities (Dry Utilities). Utility easements shall also be granted within any access easements and private streets in the subdivision. Five-foot (5') wide dry utility easements are hereby dedicated along the sides and rear lot lines of each lot.
3. This survey does not constitute a title search by Russell Surveyors & Associates, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and ownership Russell Surveyors & Associates, Inc. relied upon, unless otherwise noted, information provided by the client. All record easements disclosed in the above referenced information affecting the subject property and, and apparent easements identified during the course of this survey that may affect this property are shown hereon.
4. 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 certification shown hereon.
5. This drawing is the property of the surveyor and is not to be reproduced, modified or used for any other project or extension of this project except by express written consent of the surveyor. The surveyor shall not be liable or held responsible for any claims, liability or costs arising out of any reuse or modification of this drawing by others.



RUSSELL SURVEYORS & ASSOCIATES, INC.
6820 S. Hwy. 17, ALAMOSA, COLORADO 81101
website: www.russellsurveyors.com
email: surveyors@bresnan.net
Phone: (719) 587-5630

QUARRY STATION FILING No. 2
LOCATED IN THE E½NE¼ SEC. 9 AND THE W½NW¼
SEC. 10, T. 49 N., R. 8 E., N.M.P.M., TOWN OF PONCHA
SPRINGS, CHAFFEE COUNTY, COLORADO

SHEET NUMBER
1 of 1

DRAWN: DMR
CHECKED: AJM
DATE: 4/29/2020
DRAWING NAME:
R01997 PONCHA
SPRINGS FILING
No. 2

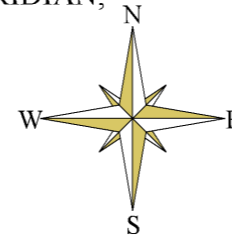
CLIENT:
Quarry Station,
LLC

REVISIONS:

JOB NUMBER
R01997

QUARRY STATION FILING No. 3

LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER (E½NE¼) OF SECTION 9 AND THE WEST HALF OF THE NORTHWEST QUARTER (W½NW¼) OF SECTION 10, TOWNSHIP 49 NORTH, RANGE 8 EAST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF PONCHA SPRINGS, CHAFFEE COUNTY, COLORADO



BEARING BASIS
Bearings shown hereon are based on South line of Quarry Station Filing No. 1 Plat, as filed in the records of the Chaffee County Clerk and Recorder at Reception No. 447063, which bears N 89°55'53" W, monumented as shown hereon.

GRAPHIC SCALE
0 25 50 75 100 150 200 400
(In Feet)
1 inch = 100 ft.



Location Map
Not to Scale

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT the undersigned are the owners of that real property located in the East Half of the Northeast Quarter (E½NE¼) of Section 9 and the West Half of the Northwest Quarter (W½NW¼) of Section 10, Township 49 North, Range 8 East of the New Mexico Principal Meridian, in the Town of Poncha Springs, Chaffee County Colorado, more particularly described as follows:

Beginning at the Northeast Corner of the Quarry Station Subdivision, as filed in the records of the Chaffee County Clerk and Recorder at Reception No. 447063, thence S 76°28'21" E with said north line a distance of 789.19 feet to the northeast corner of Lot 44 of Quarry Station Filing No. 2 as filed in the records of the Chaffee County Clerk and Recorder at Reception No. 447063, thence with the east boundary of said Quarry Station Filing No. 3 for the following three (3) courses,
1.) thence S 13°31'42" W a distance of 129.96,
2.) thence N 76°28'18" W a distance of 41.41 feet,
3.) thence S 13°31'42" W a distance of 254.31 feet to a point on the north line of the Quarry Station Filing No. 1, thence with the north boundary of said Quarry Station Filing No. 1 for the following three (3) courses,
1.) N 89°55'53" W a distance of 261.33 feet,
2.) thence N 00°04'07" E a distance of 1000 feet,
3.) thence N 89°55'53" W a distance of 177.00 feet, thence S 00°04'07" W a distance of 300.00 feet to the south line of said Quarry Station Subdivision, thence N 89°55'53" W a distance of 194.97 feet to the southwest corner of said subdivision, thence N 00°14'21" W with the west line of said subdivision a distance of 837.81 feet to the Point of Beginning, containing 8.68 Acres, more or less.

FURTHER THAT the undersigned has caused said property to be surveyed and laid out as Quarry Station Filing No. 2 and do hereby dedicate and set apart all of the streets, alleys, other public ways, places and easements shown on the accompanying plat and dedicate these to the public use forever. Hoover Circle and Nickerson Avenue are 60 foot wide and Holman Access is 20 foot wide and are public streets dedicated to the Town of Poncha Springs. Public Utility Easements as shown on the typical drawings on this plat and as per the Town zoning requirements are also dedicated to the Town of Poncha Springs.

Signed: Daniel M. Russell Member
David Martin Member
QUARRY STATION, LLC

ACKNOWLEDGEMENT:

STATE OF COLORADO } SS
COUNTY OF CHAFFEE }
The foregoing was acknowledged before me this _____ day of _____, 2020,
by Daniel M. Russell and David Martin as Members of Quarry Station, LLC.

Witness my hand and seal. My commission expires _____
SIGNED: _____
Notary Public

PLANNING & ZONING APPROVAL:

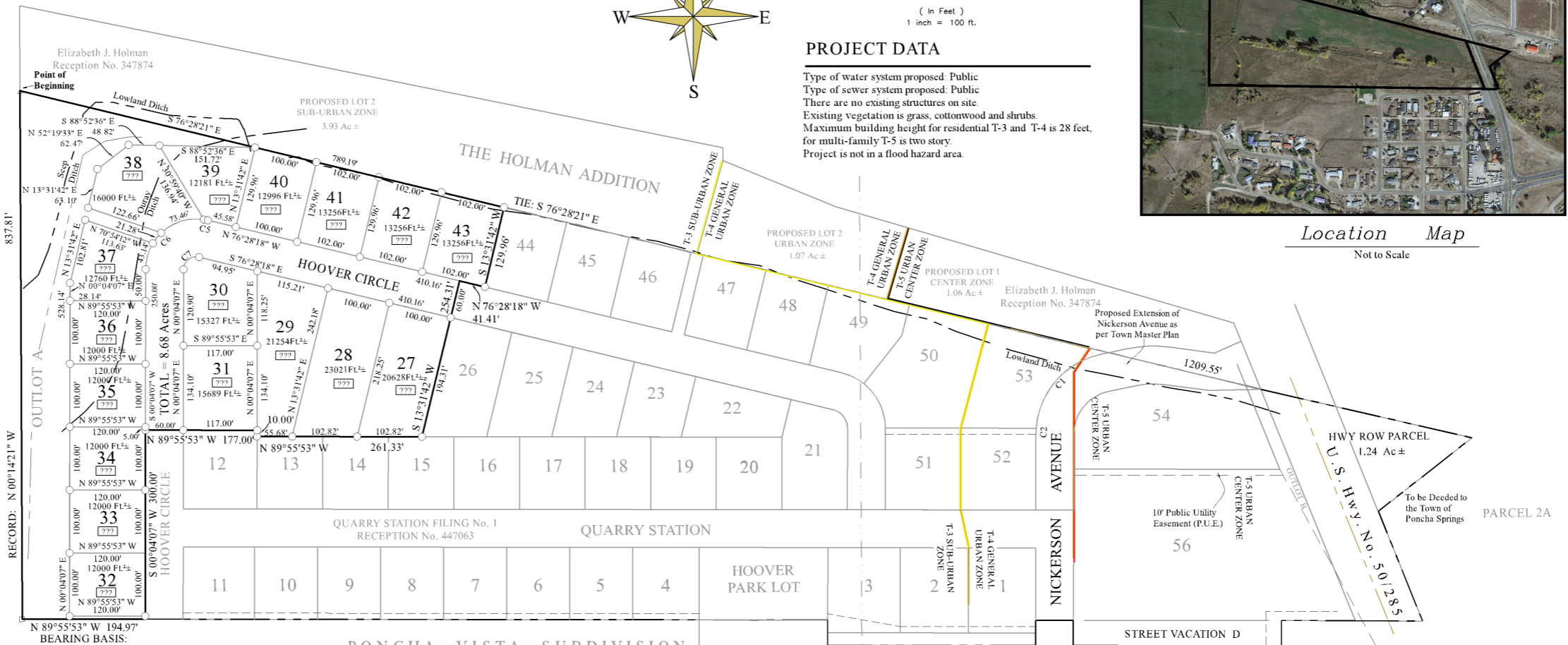
QUARRY STATION, FILING No. 2 IS HEREBY ACCEPTED AND APPROVED BY THE PONCHA SPRINGS PLANNING AND ZONING COMMISSION ON THIS _____ DAY OF _____, 20____, AND THE APPROVAL OF SAME IS RECOMMENDED TO THE TOWN TRUSTEES OF PONCHA SPRINGS, COLORADO
BY: _____
CHAIRMAN OF PLANNING & ZONING
PONCHA SPRINGS, COLORADO

TOWN TRUSTEES APPROVAL:

QUARRY STATION FILING No. 2, AS REPRESENTED BY THIS PLAT, IS HEREBY APPROVED OF AND ACCEPTED BY THE TOWN TRUSTEES OF PONCHA SPRINGS, COLORADO, ON THIS _____ DAY OF _____, 20____
BY: _____ ATTEST: _____
MAYOR TOWN CLERK
PONCHA SPRINGS, COLORADO

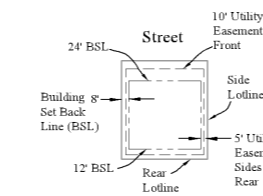
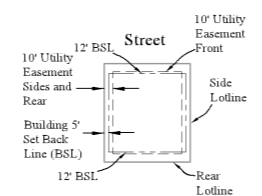
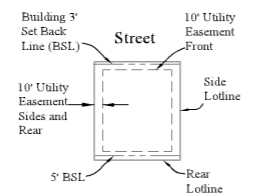
CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO } SS
COUNTY OF CHAFFEE }
I hereby certify that this instrument was filed in my office at _____ O' Clock, _____ M,
the _____ day of _____, 2020 and is duly recorded under Reception
No. _____, and filed in Plat Cabinet _____, Map No. _____
Signed: _____
Recorder



CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	167.16'	130.00'	73°40'25"	S 41°13'18" W	155.88'
C2	9.79'	130.00'	4°18'56"	S 02°13'38" W	9.79'
C3	81.11'	90.00'	51°38'13"	N 25°44'59" W	78.39'
C4	39.12'	90.00'	24°54'13"	N 64°01'13" W	38.81'
C5	6.58'	80.00'	4°42'50"	N 78°49'43" W	6.58'
C7	36.11'	20.00'	103°27'35"	N 51°47'55" E	31.40'
C8	40.08'	30.00'	76°32'25"	S 38°12'05" E	37.16'



SURVEYOR'S STATEMENT

I, Anthony J. Martin, a duly registered land surveyor in the State of Colorado, do hereby state that this plat was prepared from notes of an actual field survey performed by me or under my direct supervision and is true and correct to the best of my belief.

For and on behalf of
Russell Surveyors &
Associates, Inc.

ENGINEER/PLANNER

CRABTREE GROUP, INC 325 D
STREET - P.O. BOX 924
SALIDA, CO 81201
PH: (719) 539-1675
CONTACT: PAUL CRABTREE

DEVELOPER/APPLICANT

QUARRY STATION, LLC
P.O. BOX 280
9999 PONCHA SPRINGS LANE
PONCHA SPRINGS, CO 81242
PH: (719) 649-0932
CONTACT: DAVID MARTIN

PROJECT DATA

Type of water system proposed: Public
Type of sewer system proposed: Public
There are no existing structures on site.
Existing vegetation is grass, cottonwood and shrubs.
Maximum building height for residential T-3 and T-4 is 28 feet,
for multi-family T-5 is two story.
Project is not in a flood hazard area.

SURVEYOR NOTES

- The Highway Right of Way Parcel shown is not a part of this subdivision, rather it is shown to indicate the parcel known as Parcel 2 on the Deed recorded under Reception No. 443079 and is to be deeded to the Town of Poncha Springs and is not subject to any restrictions created by the Covenants for Quarry Station.
- Ten-foot (10') wide dry utility easements are hereby dedicated on private property adjacent to the front lot lines adjacent to streets of each lot in the subdivision, including tracts, parcels and/or open space areas. These easements are dedicated to the Town of Poncha Springs for the benefit of the applicable utility providers for the installation, maintenance, and replacement of electric, gas, television, cable, and telecommunications facilities (Dry Utilities). Utility easements shall also be granted within any access easements and private streets in the subdivision. Five-foot (5') wide dry utility easements are hereby dedicated along the sides and rear lot lines of each lot.
- This survey does not constitute a title search by Russell Surveyors & Associates, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and ownership Russell Surveyors & Associates, Inc. relied upon, unless otherwise noted, information provided by the client. All recorded easements disclosed in the above referenced information affecting the subject property and, and apparent easements identified during the course of this survey that may affect this property are shown hereon.
- 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 certification shown hereon.
- This drawing is the property of the surveyor and is not to be reproduced, modified or used for any other project or extension of this project except by express written consent of the surveyor. The surveyor shall not be liable or held responsible for any claims, liability or costs arising out of any reuse or modification of this drawing by others.

LEGEND

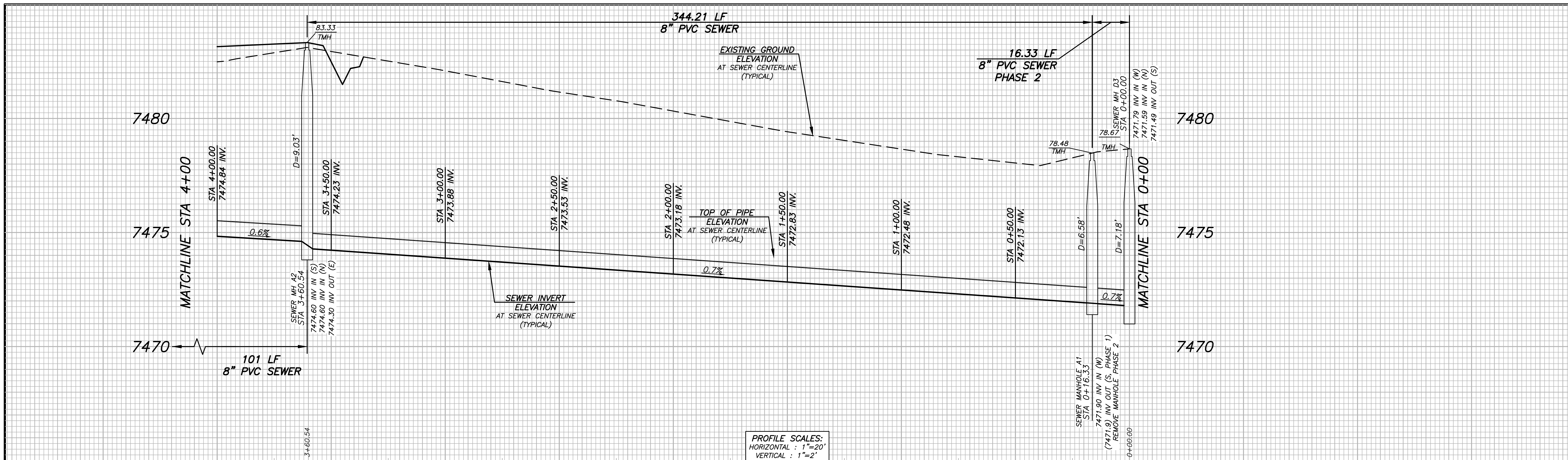
- △ Found a No. 4 Rebar With Plastic Cap, PLS No. 35580
- Found a No. 4 Rebar With 1" Aluminum Cap, PLS No. 16117
- Found a No. 4 Rebar With No Identification
- Found a Colorado Highway Department Right-of-Way Marker
- Set a 24" No. 4 Rebar With Plastic Cap, PLS No. 38317
- Lot Number Filing No. 1
- 47 Lot Number Filing No. 2
- 777 Street Address Filing No. 2
- Quarry Station Remainder Property Boundary
- Filing Two Property Boundary
- Filing Two Lot Line
- Filing One Property Boundary
- Filing One Lot Line
- Adjacent Lot Line
- Section Line
- Overhead Electric Line
- Centerline Existing Irrigation Ditch



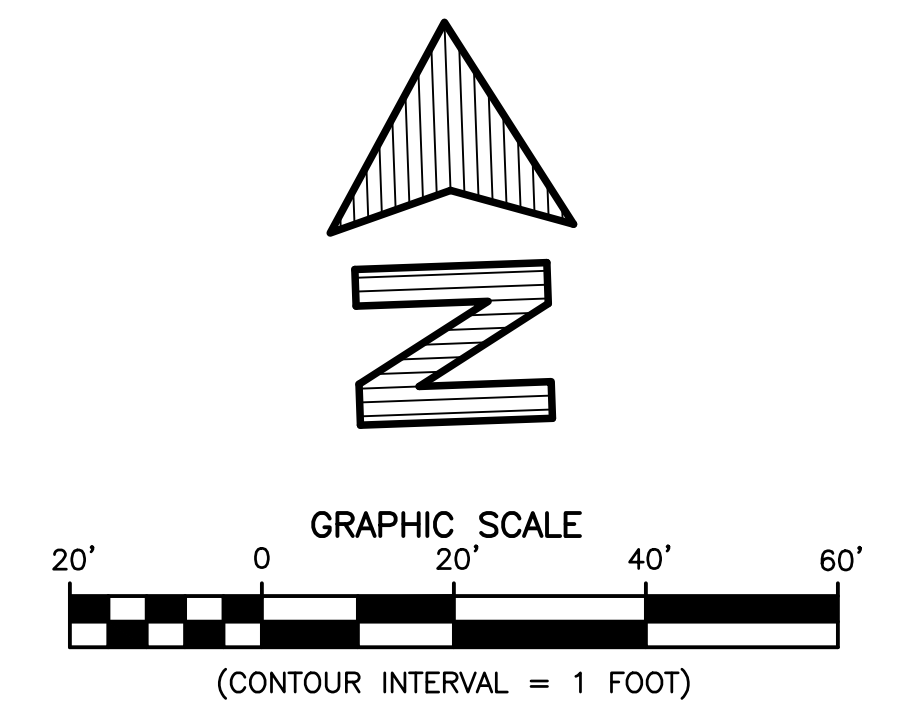
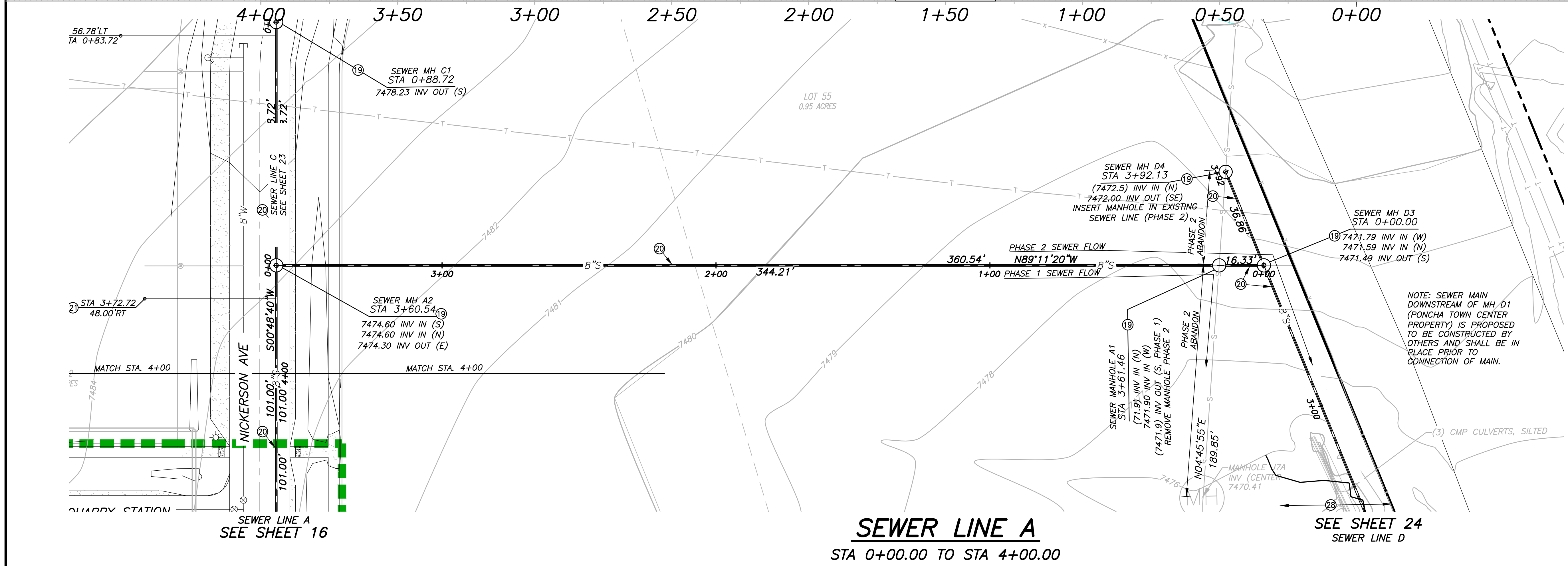
RUSSELL SURVEYORS & ASSOCIATES, INC.
6820 S. Hwy. 17, ALAMOSA, COLORADO 81101
website: www.russellsurveyors.com
email: surveyors@bresnan.net
Phone: (719) 587-5630

QUARRY STATION FILING No. 3
LOCATED IN THE E½NE¼ SEC. 9 AND THE W½NW¼
SEC. 10, T. 49 N., R. 8 E., N.M.P.M., TOWN OF PONCHA
SPRINGS, CHAFFEE COUNTY, COLORADO

SHEET NUMBER
1 of 1
DRAWN: DMR
CHECKED: AJM
DATE: 4/29/2020
DRAWING NAME:
R01997 PONCHA
SPRINGS
FILING No. 3
CLIENT:
Quarry Station,
LLC
REVISIONS:
JOB NUMBER
R01997



PROFILE SCALES:
 HORIZONTAL : 1"=20'
 VERTICAL : 1"=2'



CONSTRUCTION NOTES:

- 19 FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
- 20 FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.

NOTE: SEWER MAIN DOWNSTREAM OF MH D1 (PONCHA TOWN CENTER PROPERTY) IS PROPOSED TO BE CONSTRUCTED BY OTHERS AND SHALL BE IN PLACE PRIOR TO CONNECTION OF MAIN.

SEWER LINE A
 STA 0+00.00 TO STA 4+00.00

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:
 QUARRY STATION, LLC
 PO BOX 177
 SALIDA, CO 81201
 PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC
 L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
 ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
 918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799

SEAL

DATE	BY	MARK

REVISIONS			APPR.	DATE
NO.	DESCRIPTION	DATE		

TOWN OF PONCHA SPRINGS

DESIGNED BY	WBH	APPROVED BY:	
DRAWN BY	WBH	AGENCY HEAD	DATE
CHECKED BY	TLV		
SCALE	1"=20'	BENCHMARK:	PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.
DATE	JUL. 2020		

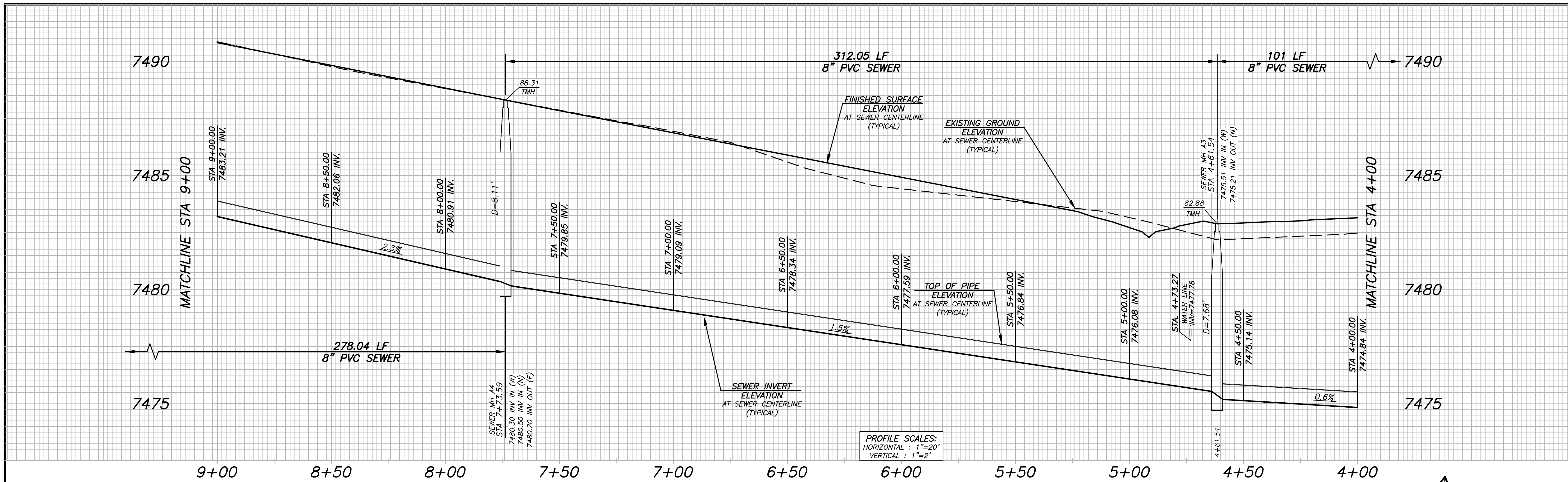
QUARRY STATION
 PONCHA SPRINGS, CO

SEWER PLAN AND PROFILE

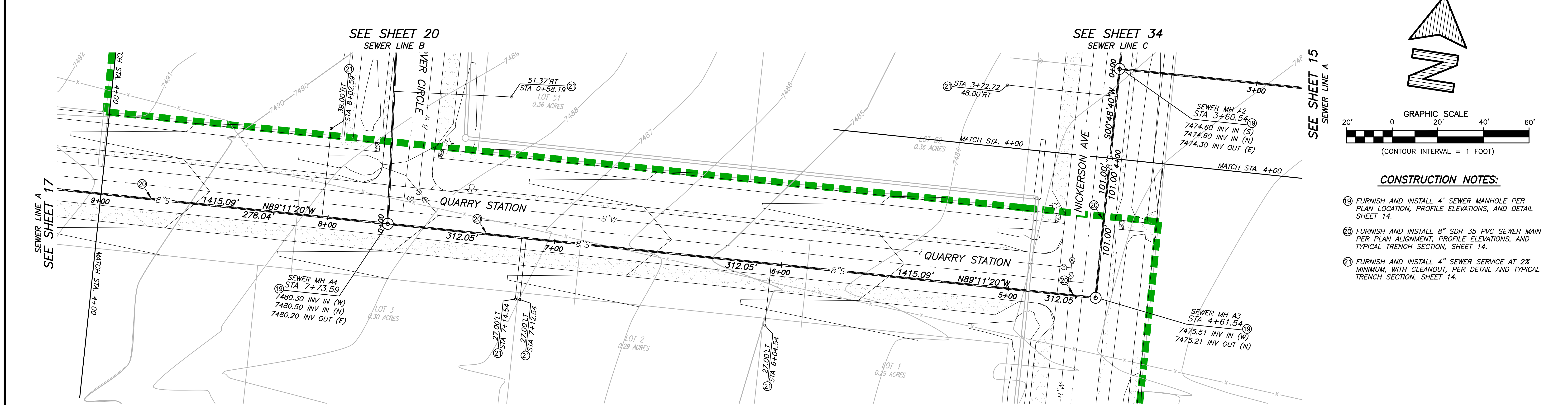
SEWER LINE A
 STA 0+00.00 TO STA 4+00.00

SHEET NO. **15**
 OF 40 SHEETS.
 PROJECT NO. 18010

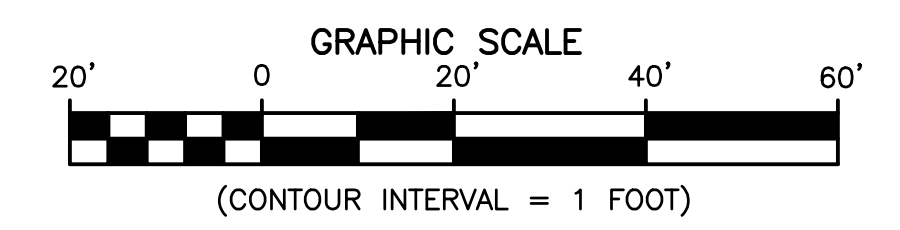
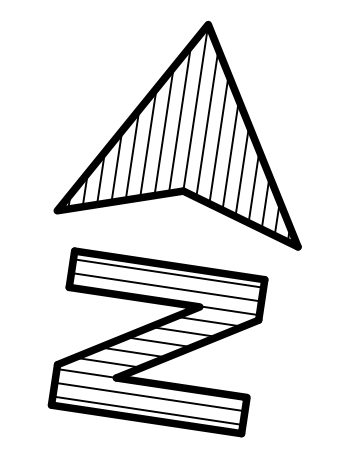
ISSUED FOR REVIEW 7/3/20



PROFILE SCALES:
 HORIZONTAL : 1"=20'
 VERTICAL : 1"=2'



SEWER LINE A
 STA 4+00.00 TO STA 9+00.00



CONSTRUCTION NOTES:

- ① FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
- ② FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.
- ③ FURNISH AND INSTALL 4" SEWER SERVICE AT 2% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.

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:
 QUARRY STATION, LLC
 PO BOX 177
 SALIDA, CO 81201
 PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC
 L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
 ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
 918 CUYAMA ROAD OJAI, CA 93029 PH: 719-221-1799

SEAL

DATE	BY	MARK	ENGINEER

TOWN OF PONCHA SPRINGS			
DESIGNED BY	WBH	APPROVED BY:	
DRAWN BY	WBH	AGENCY HEAD	DATE
CHECKED BY	TLV		
SCALE	1"=20'	BENCHMARK:	PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.
DATE	JUL. 2020		

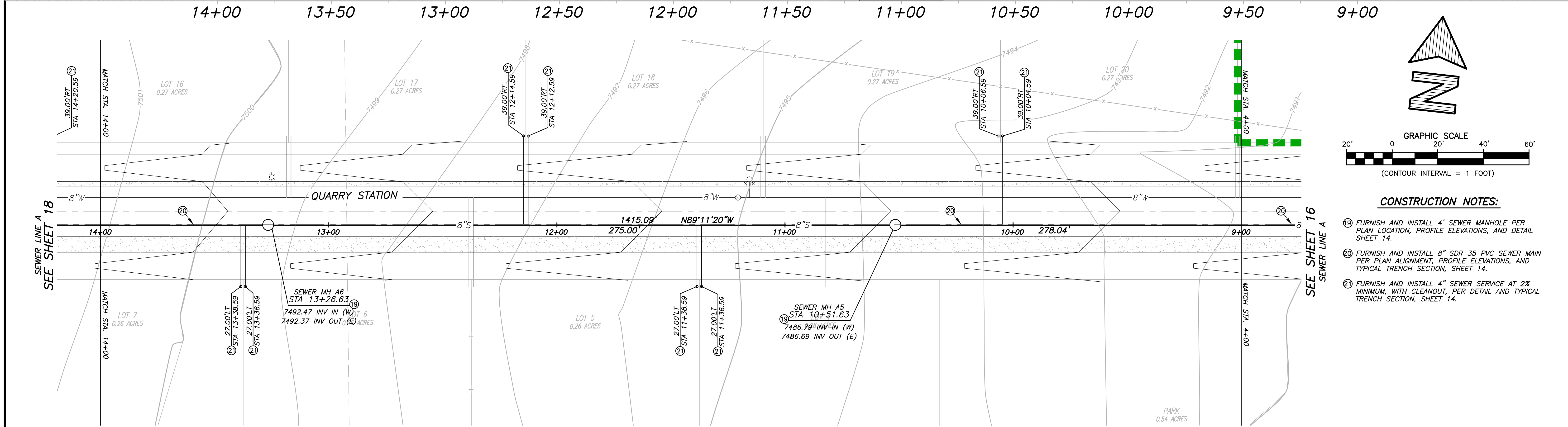
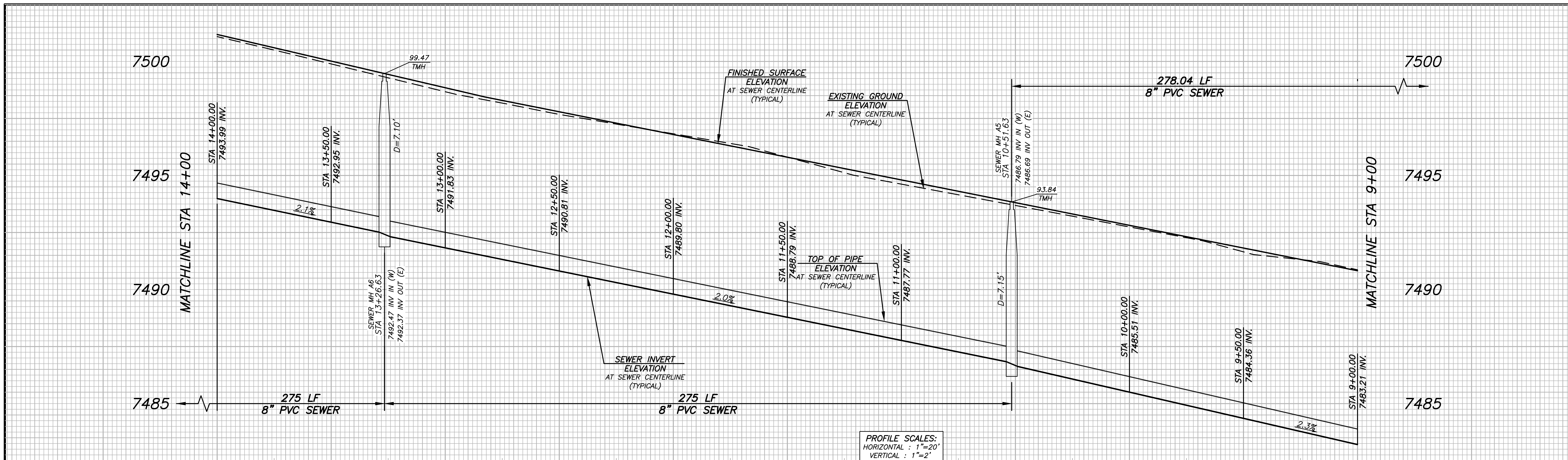
QUARRY STATION
 PONCHA SPRINGS, CO

SEWER PLAN AND PROFILE

SEWER LINE A
 STA 4+00.00 TO STA 9+00.00

SHEET NO. **16**
 OF 40 SHEETS
 PROJECT NO. 18010

ISSUED FOR REVIEW 7/3/20



SEWER LINE A
STA 9+00.00 TO STA 14+00.00

ISSUED FOR REVIEW 7/3/20

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:
QUARRY STATION, LLC
PO BOX 177
SALIDA, CO 81201
PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC.
L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799

SEAL

DATE	BY	MARK	ENGINEER

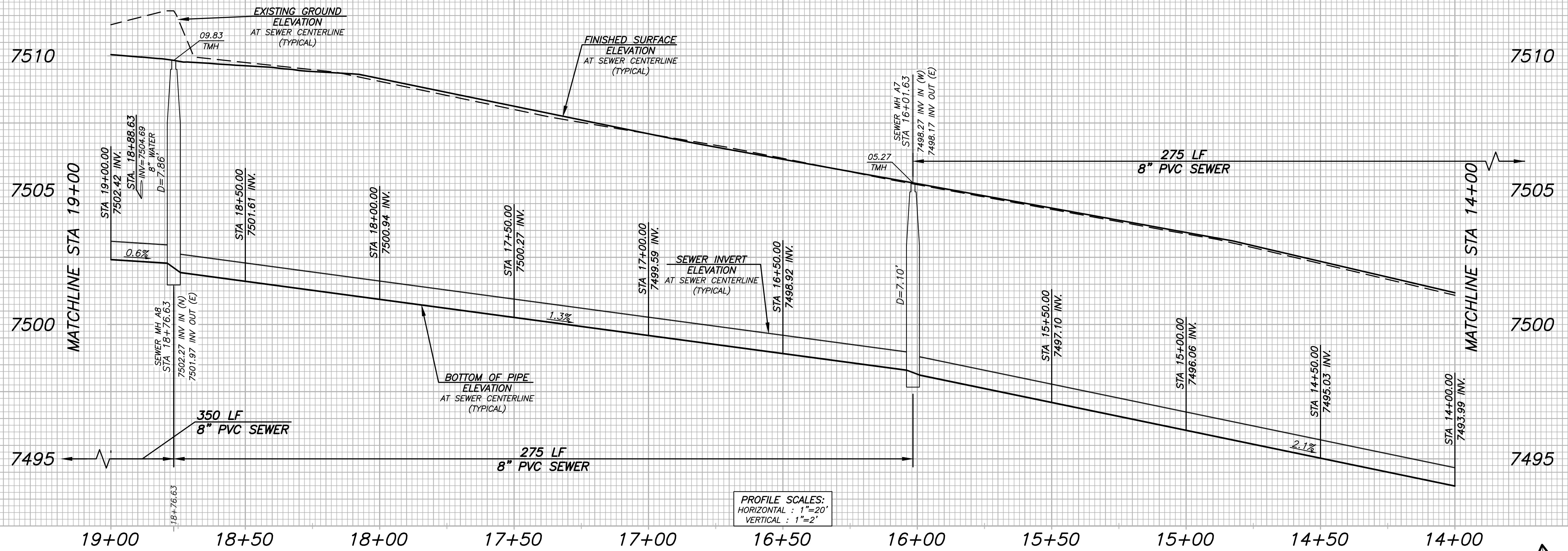
TOWN OF PONCHA SPRINGS	
DESIGNED BY WBH	APPROVED BY:
DRAWN BY WBH	
CHECKED BY TLV	AGENCY HEAD DATE
SCALE 1"=20'	BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.
DATE JUL. 2020	

QUARRY STATION
PONCHA SPRINGS, CO

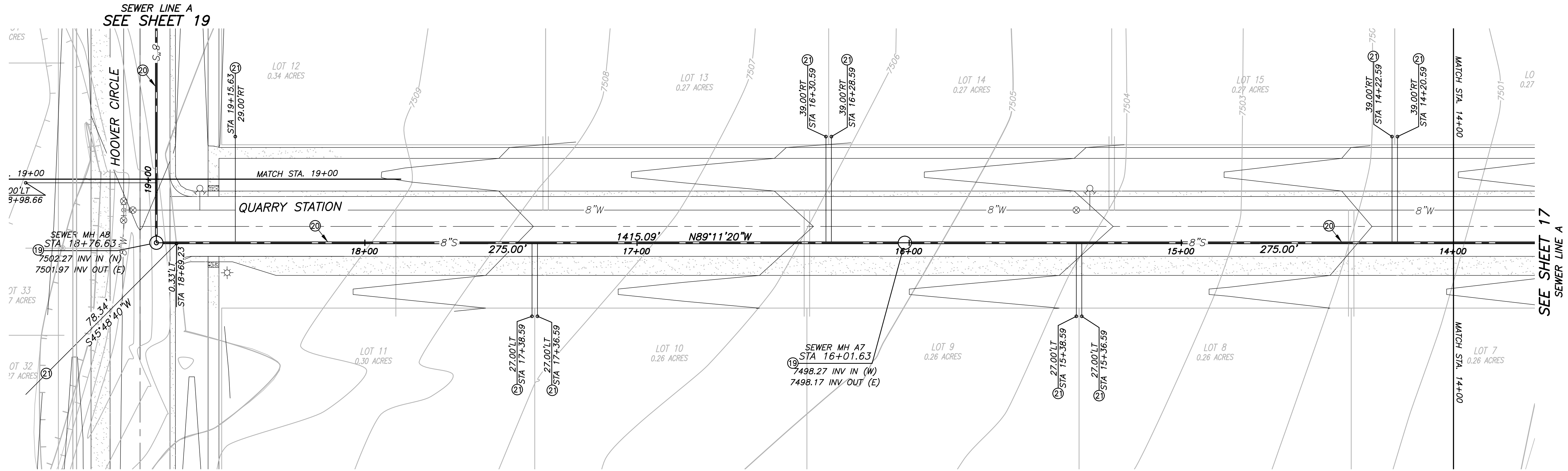
SEWER PLAN AND PROFILE

SEWER LINE A
STA 9+00.00 TO STA 14+00.00

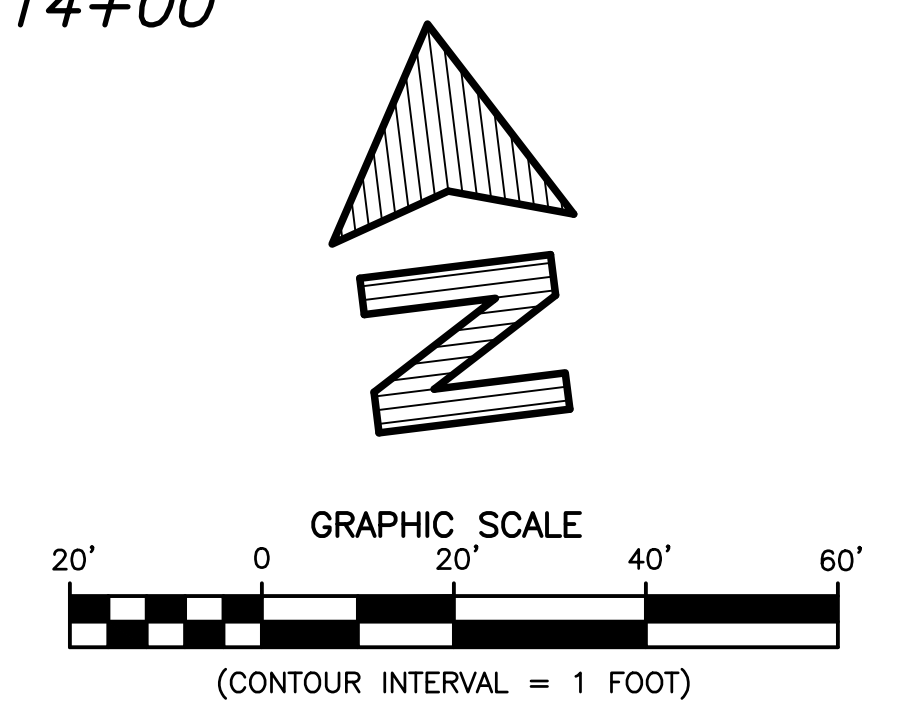
SHEET NO.
17
OF 40 SHEETS.
PROJECT NO.
18010



PROFILE SCALES:
 HORIZONTAL : 1"=20'
 VERTICAL : 1"=2'



SEWER LINE A
 STA 14+00.00 TO STA 19+00.00



- CONSTRUCTION NOTES:**
- ① FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
 - ② FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.
 - ③ FURNISH AND INSTALL 4" SEWER SERVICE AT 2% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.

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:
 QUARRY STATION, LLC
 PO BOX 177
 SALIDA, CO 81201
 PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC.
 L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
 ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
 918 CUYAMA ROAD OJAI, CA 93029 PH: 719-221-1799

SEAL

DATE	BY	MARK	REVISIONS

TOWN OF PONCHA SPRINGS

DESIGNED BY WBH APPROVED BY: _____
 DRAWN BY WBH
 CHECKED BY TLV AGENCY HEAD DATE _____
 SCALE 1"=20'
 DATE JUL. 2020

BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.

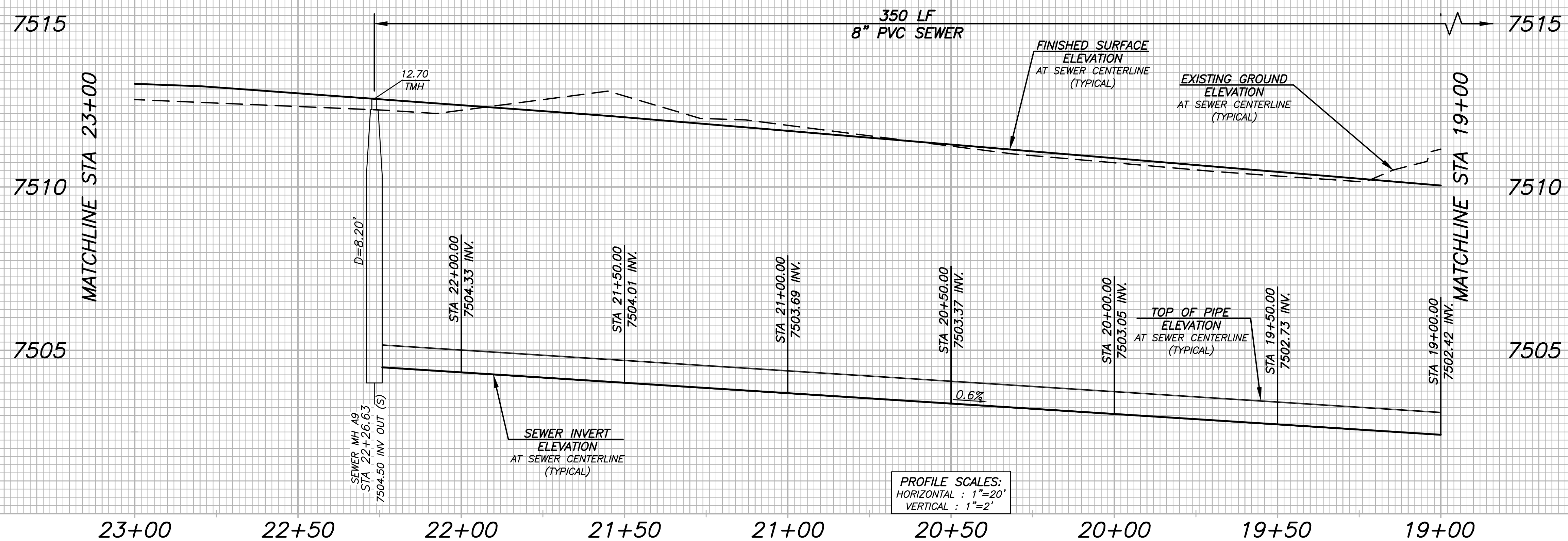
QUARRY STATION
 PONCHA SPRINGS, CO

SEWER PLAN AND PROFILE

SEWER LINE A
 STA 14+00.00 TO STA 19+00.00

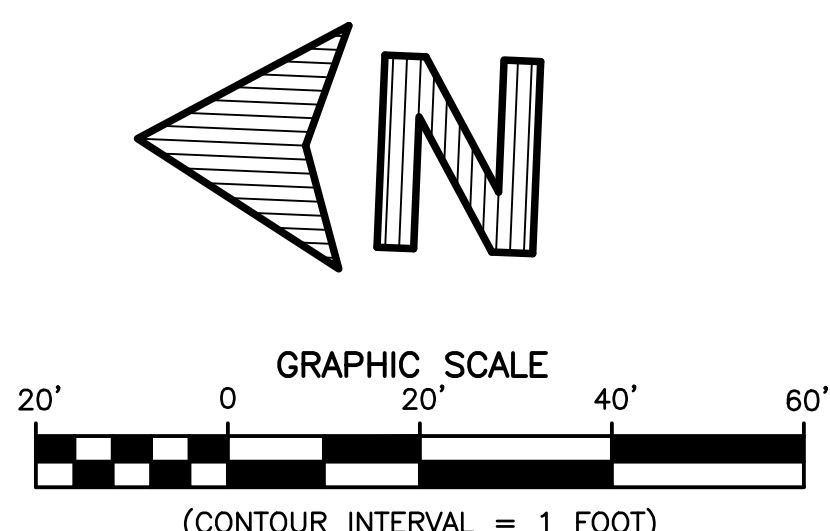
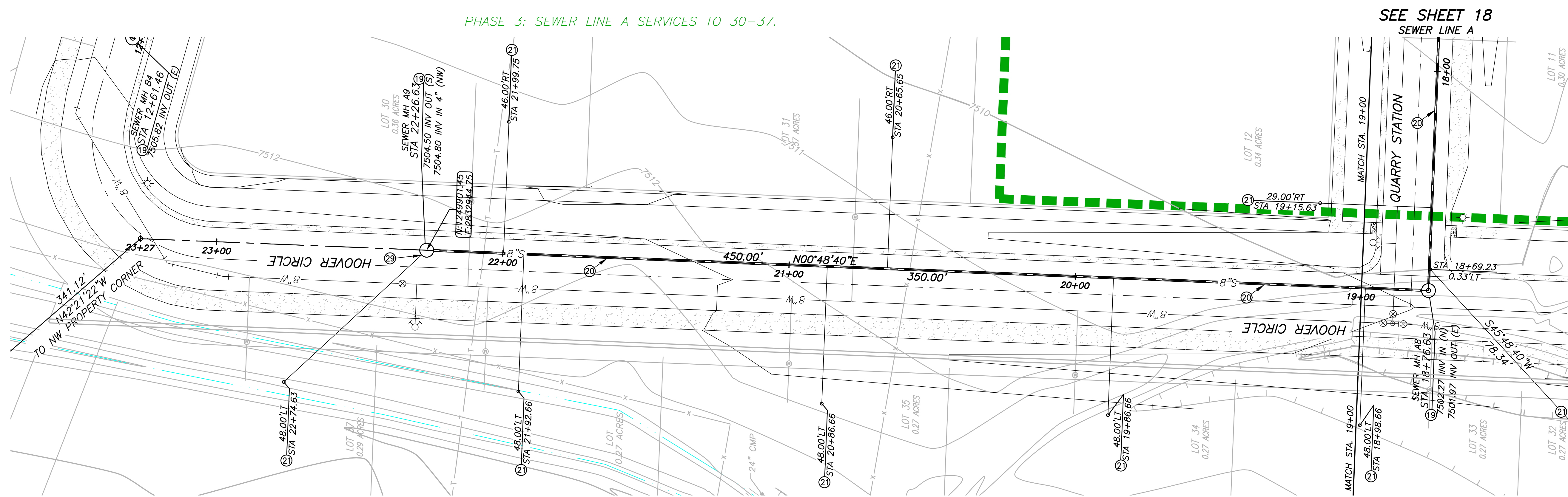
SHEET NO. **18**
 OF 40 SHTS.
 PROJECT NO. 18010

ISSUED FOR REVIEW 7/3/20



PROFILE SCALES:
HORIZONTAL : 1"=20'
VERTICAL : 1"=2'

PHASE 3: SEWER LINE A SERVICES TO 30-37.



CONSTRUCTION NOTES:

- ① FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
- ② FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.
- ③ FURNISH AND INSTALL 4" SEWER SERVICE AT 2% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.
- ④ CORE EXISTING MANHOLE FOR NEW 4" SERVICE LINE.

SEWER LINE A
STA 19+00.00 TO STA 23+00.00

ISSUED FOR REVIEW 7/3/20

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:
QUARRY STATION, LLC
PO BOX 177
SALIDA, CO 81201
PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC.
L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799

SEAL

DATE	BY	MARK	ENGINEER

TOWN OF PONCHA SPRINGS	
DESIGNED BY WBH	APPROVED BY:
DRAWN BY WBH	
CHECKED BY TLV	AGENCY HEAD DATE
SCALE 1"=20'	BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.
DATE JUL. 2020	

QUARRY STATION
PONCHA SPRINGS, CO

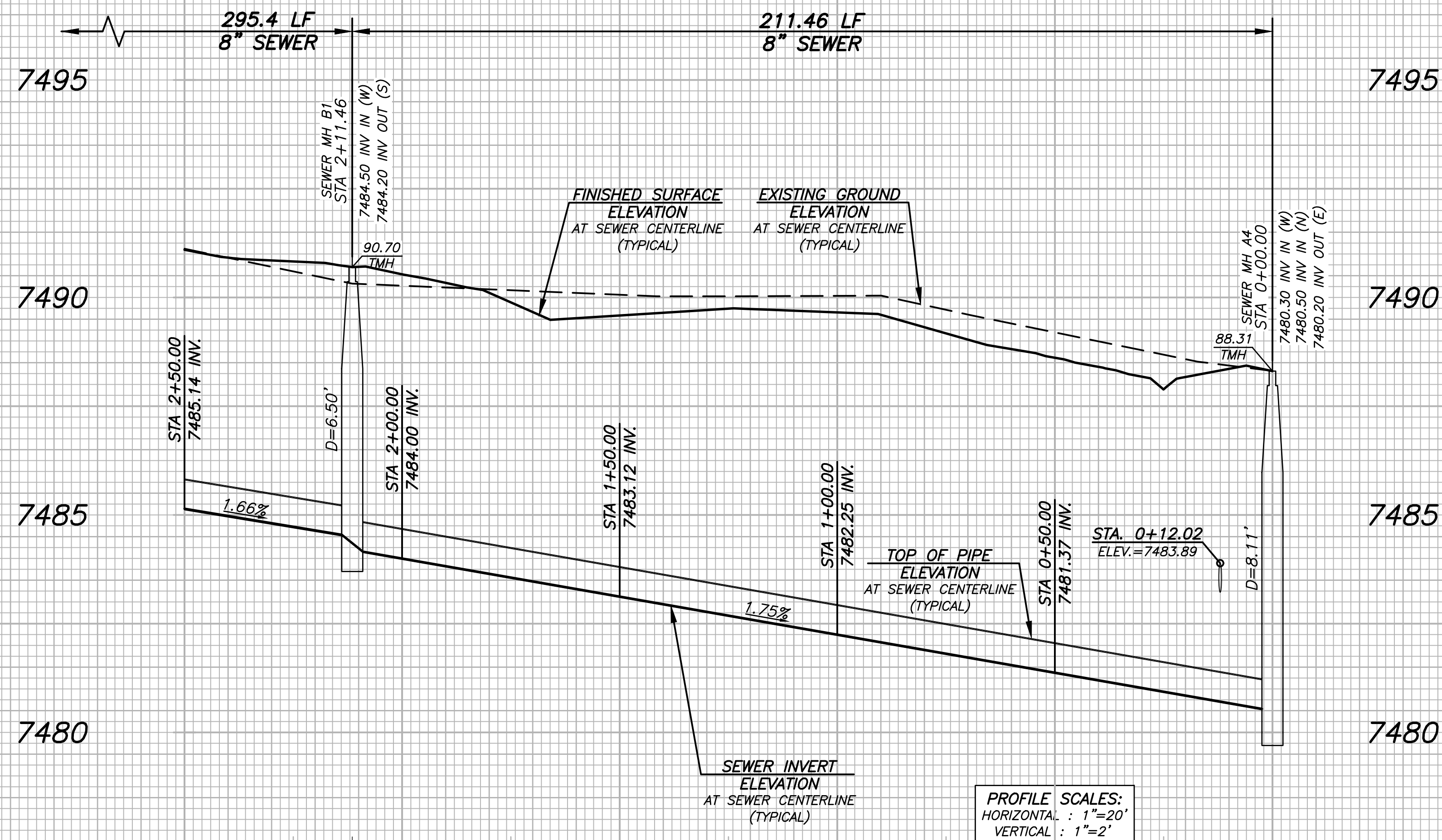
SEWER PLAN AND PROFILE

SEWER LINE A
STA 19+00.00 TO STA 23+00.00

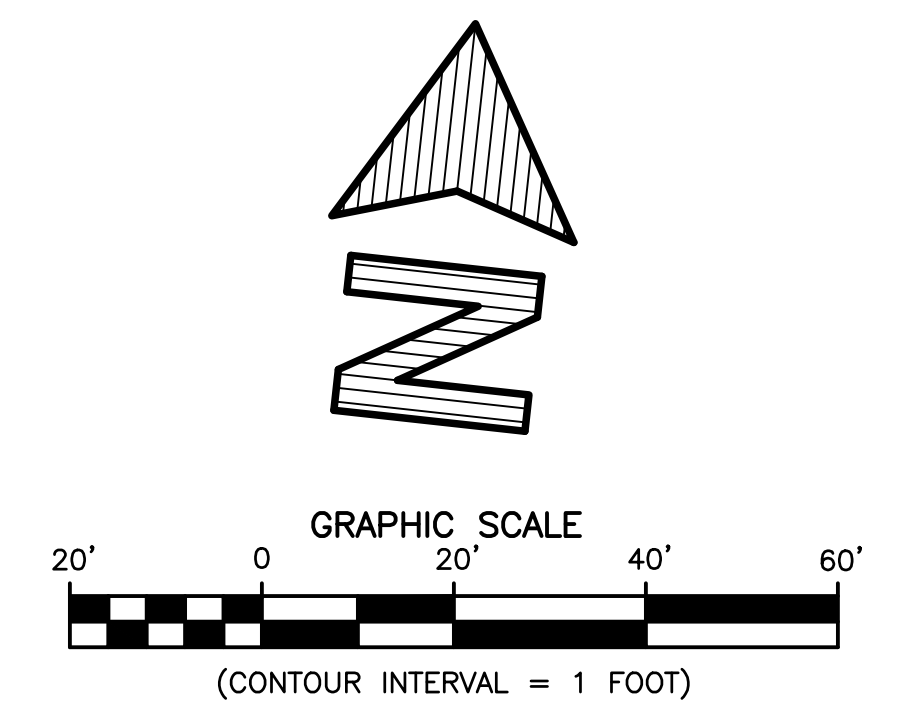
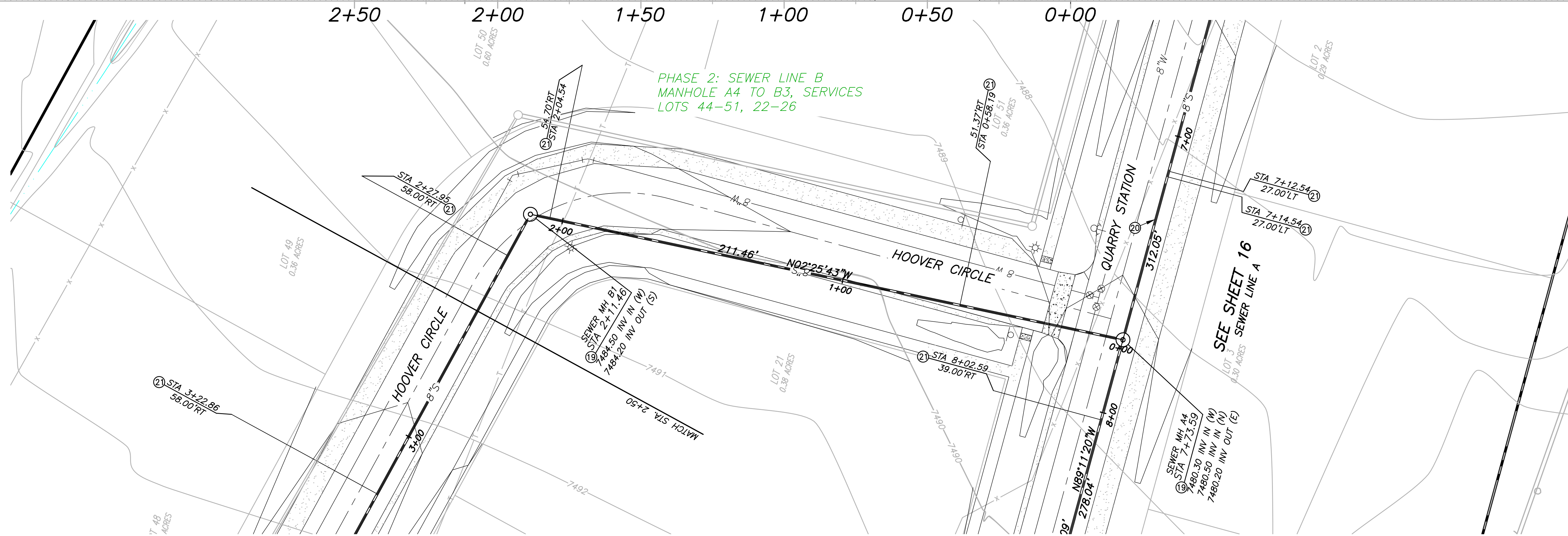
SHEET NO.
19

OF 40 SHTS.

PROJECT NO.
18010



PROFILE SCALES:
HORIZONTAL : 1"=20'
VERTICAL : 1"=2'



CONSTRUCTION NOTES:

- ① FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
- ② FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.
- ③ FURNISH AND INSTALL 4" SEWER SERVICE AT 2% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.

SEWER LINE B
SEE SHEET 21

SEWER LINE B
STA 0+0.00 TO STA 2+50.00

ISSUED FOR REVIEW 7/3/20

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:
QUARRY STATION, LLC
PO BOX 177
SALIDA, CO 81201
PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC
L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
918 CUYAMA ROAD OJAI, CA 93025 PH: 719-221-1799

SEAL

DATE	BY	MARK	ENGINEER

TOWN OF PONCHA SPRINGS	
DESIGNED BY WBH	APPROVED BY:
DRAWN BY WBH	
CHECKED BY TLV	AGENCY HEAD DATE
SCALE 1"=20'	BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.
DATE JUL. 2020	

QUARRY STATION
PONCHA SPRINGS, CO

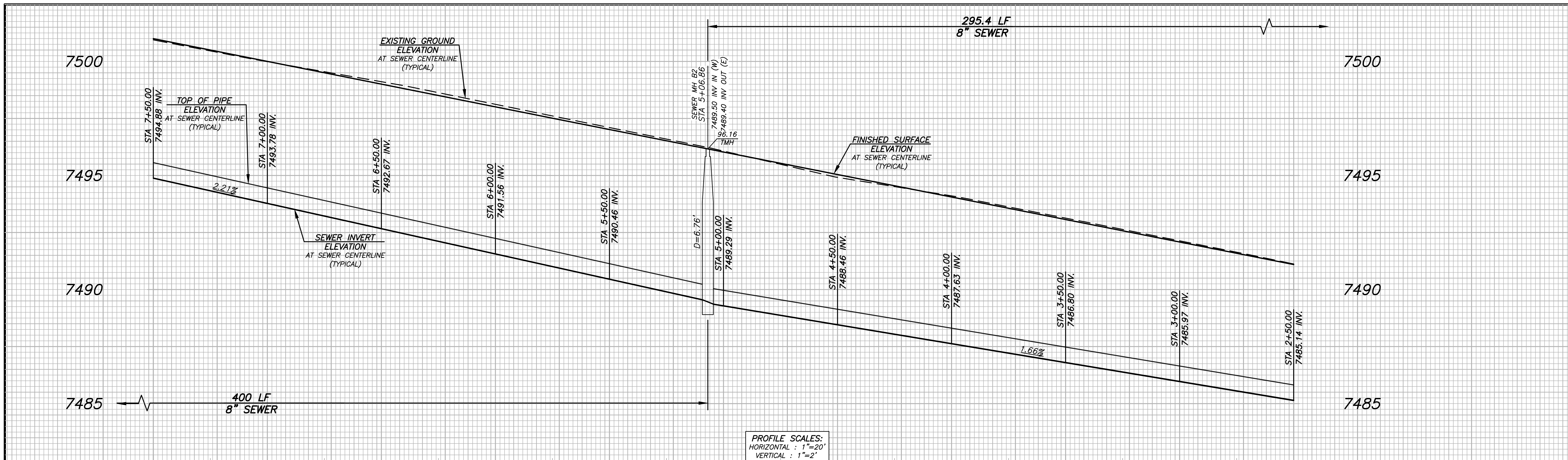
SEWER PLAN AND PROFILE

SEWER LINE B
STA 0+0.00 TO STA 2+50.00

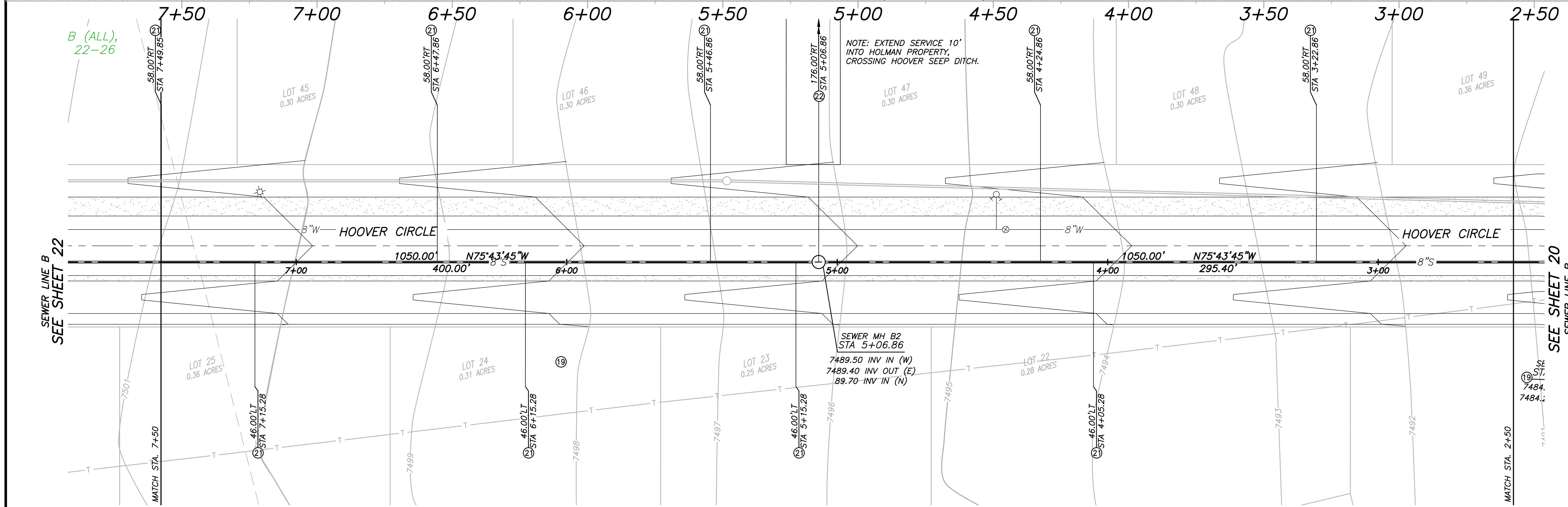
SHEET NO.
20

OF 40 SHTS.

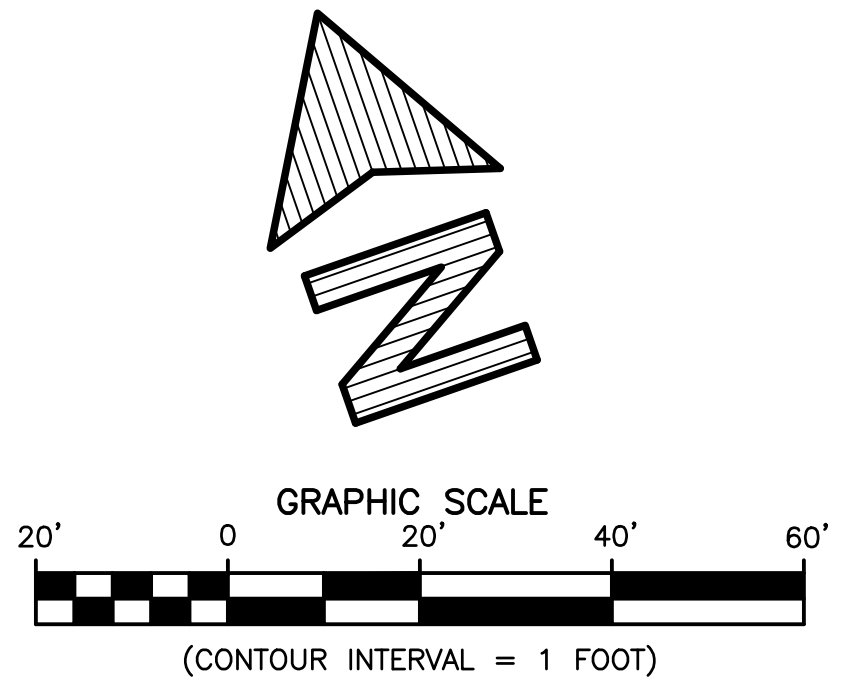
PROJECT NO.
18010



PROFILE SCALES:
 HORIZONTAL : 1"=20'
 VERTICAL : 1"=2'



SEWER LINE B
 STA 2+50.00 TO STA 7+50.00



- CONSTRUCTION NOTES:**
- ① FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
 - ② FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.
 - ③ FURNISH AND INSTALL 4" SEWER SERVICE AT 2% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.
 - ④ FURNISH AND INSTALL 6" SEWER SERVICE AT 1% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.

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:
 QUARRY STATION, LLC
 PO BOX 177
 SALIDA, CO 81201
 PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC.
 L.C.E. No. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
 ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
 918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799

SEAL

DATE	BY	MARK	REVISIONS

TOWN OF PONCHA SPRINGS

DESIGNED BY WBH APPROVED BY: _____
 DRAWN BY WBH
 CHECKED BY TLV AGENCY HEAD DATE _____
 SCALE 1"=20'
 DATE JUL. 2020

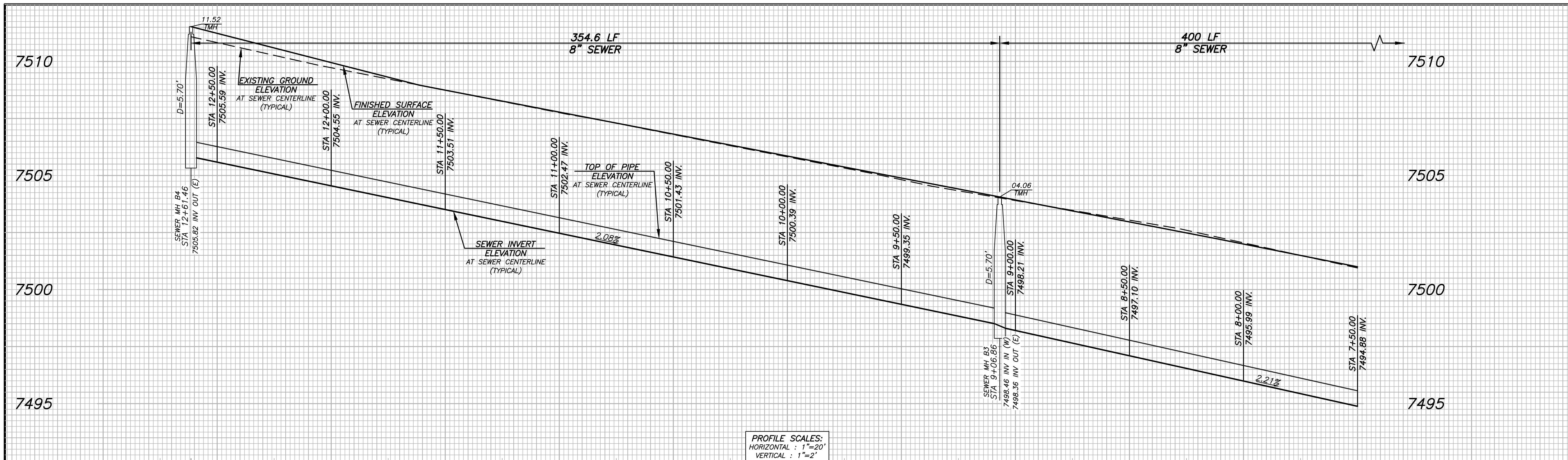
BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.

QUARRY STATION
 PONCHA SPRINGS, CO

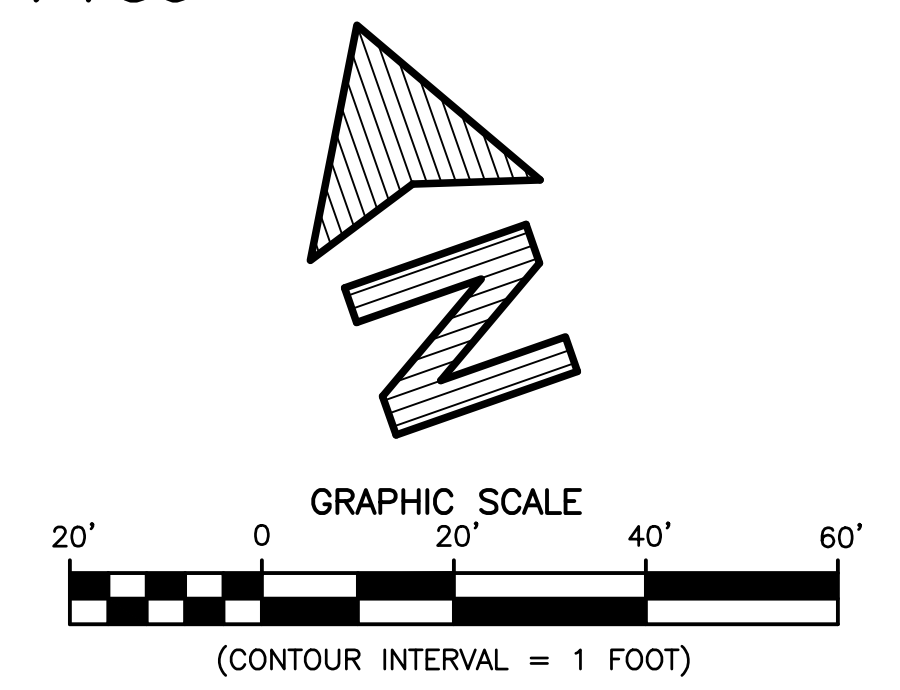
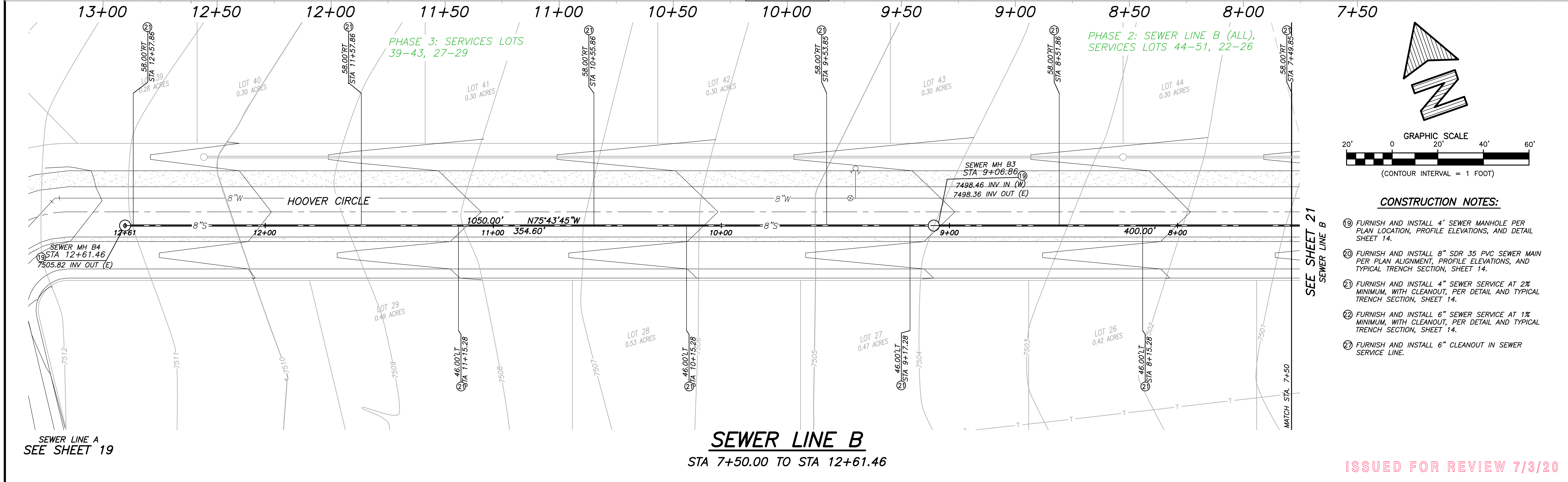
SEWER PLAN AND PROFILE
SEWER LINE B
 STA 2+50.00 TO STA 7+50.00

SHEET NO. **21**
 OF 40 SHTS.
 PROJECT NO. 18010

ISSUED FOR REVIEW 7/3/20



PROFILE SCALES:
 HORIZONTAL : 1"=20'
 VERTICAL : 1"=2'



CONSTRUCTION NOTES:

- ① FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
- ② FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.
- ③ FURNISH AND INSTALL 4" SEWER SERVICE AT 2% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.
- ④ FURNISH AND INSTALL 6" SEWER SERVICE AT 1% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.
- ⑤ FURNISH AND INSTALL 6" CLEANOUT IN SEWER SERVICE LINE.

SEWER LINE A
 SEE SHEET 19

SEWER LINE B
 STA 7+50.00 TO STA 12+61.46

SEE SHEET 21
 SEWER LINE B

ISSUED FOR REVIEW 7/3/20

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:
 QUARRY STATION, LLC
 PO BOX 177
 SALIDA, CO 81201
 PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC.
 L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
 ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
 918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799

SEAL

DATE	BY	MARK	ENGINEER

REVISIONS

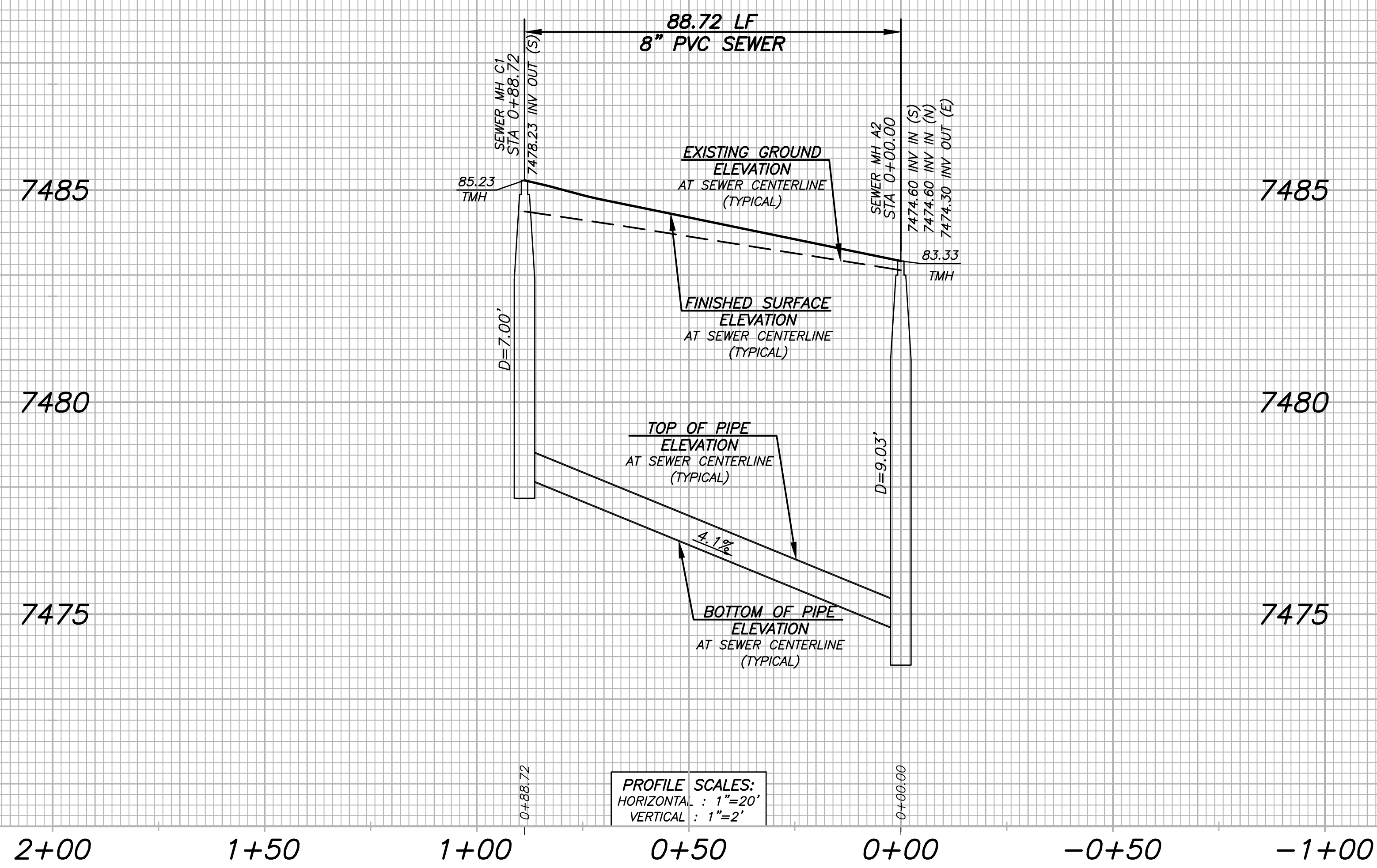
APPR.	DATE	REVISION AGENCY

TOWN OF PONCHA SPRINGS

DESIGNED BY WBH APPROVED BY: _____
 DRAWN BY WBH
 CHECKED BY TLV AGENCY HEAD DATE _____
 SCALE 1"=20'
 DATE JUL. 2020 BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.

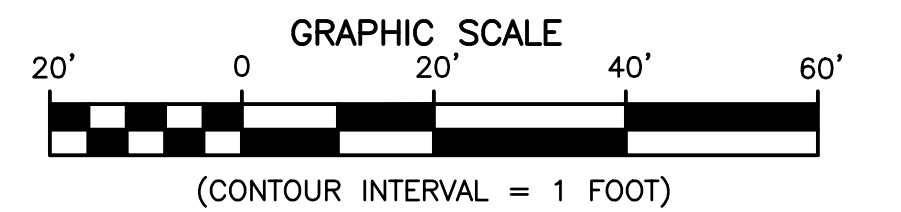
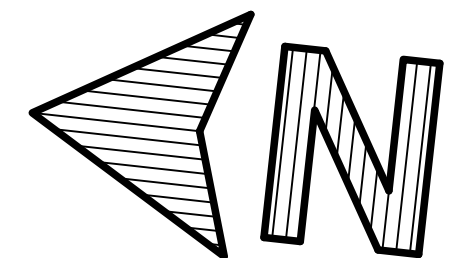
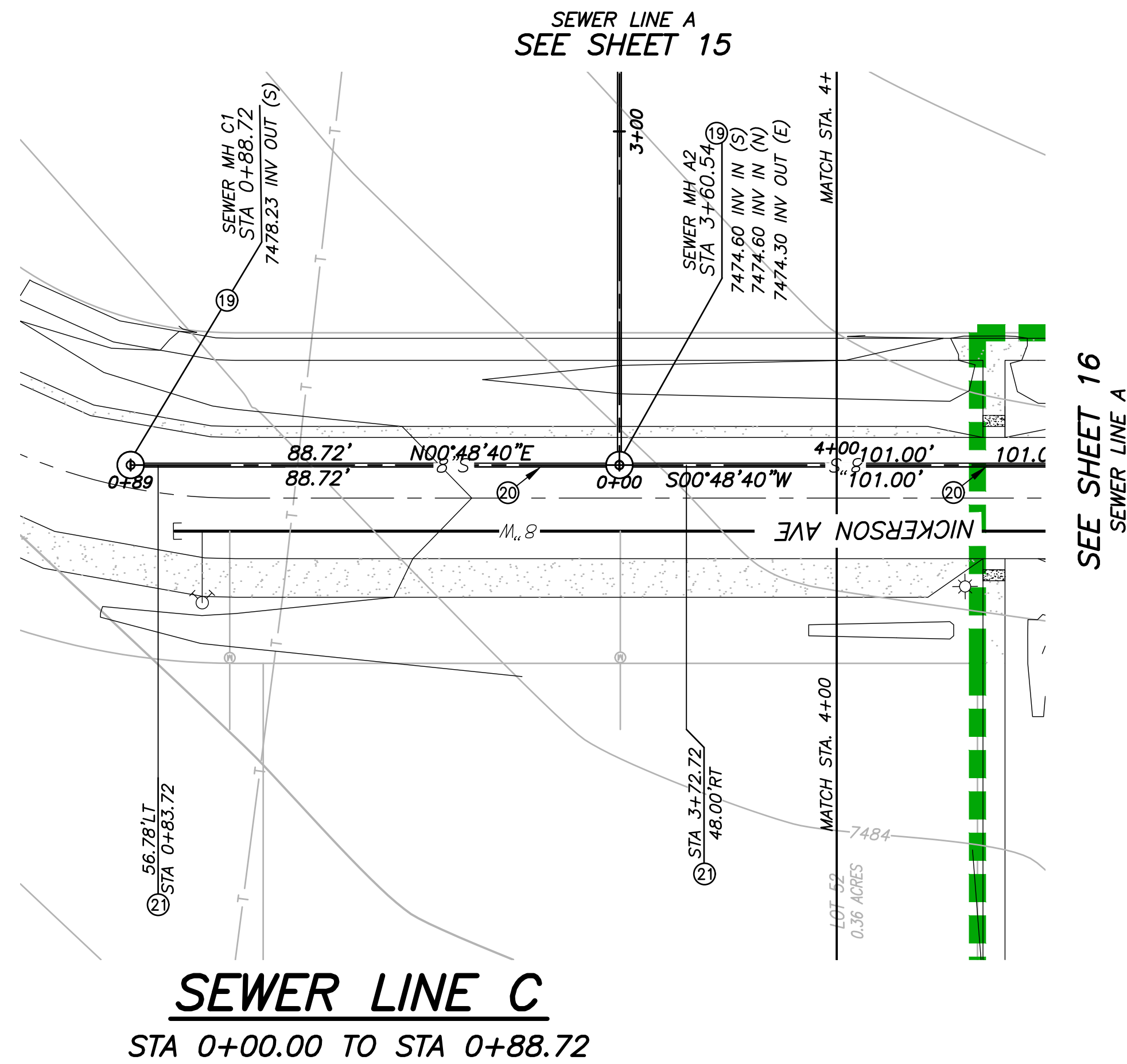
QUARRY STATION
 PONCHA SPRINGS, CO
SEWER PLAN AND PROFILE
SEWER LINE B
 STA 7+50.00 TO STA 12+61.46

SHEET NO. **22**
 OF 40 SHEETS.
 PROJECT NO. 18010



PROFILE SCALES:
 HORIZONTAL : 1"=20'
 VERTICAL : 1"=2'

ALL SEWER LINE C CONSTRUCTION PHASE 2



CONSTRUCTION NOTES:

- ① FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
- ② FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.
- ③ FURNISH AND INSTALL 4" SEWER SERVICE AT 2% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.

ISSUED FOR REVIEW 7/3/20


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:
 QUARRY STATION, LLC
 PO BOX 177
 SALIDA, CO 81201
 PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC
 L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

 **CRABTREE GROUP INC.**
 ENGINEERING SMART GROWTH™

328 D STREET 918 CUYAMA ROAD
 SALIDA, CO 81201 OJAI, CA 93023
 PH: 719-539-1875 PH: 719-221-1799

SEAL

DATE	BY	MARK	REVISIONS	APPR.	DATE

TOWN OF PONCHA SPRINGS

DESIGNED BY **WBH** APPROVED BY: _____

DRAWN BY **WBH**

CHECKED BY **TLV** AGENCY HEAD DATE _____

SCALE 1"=20'

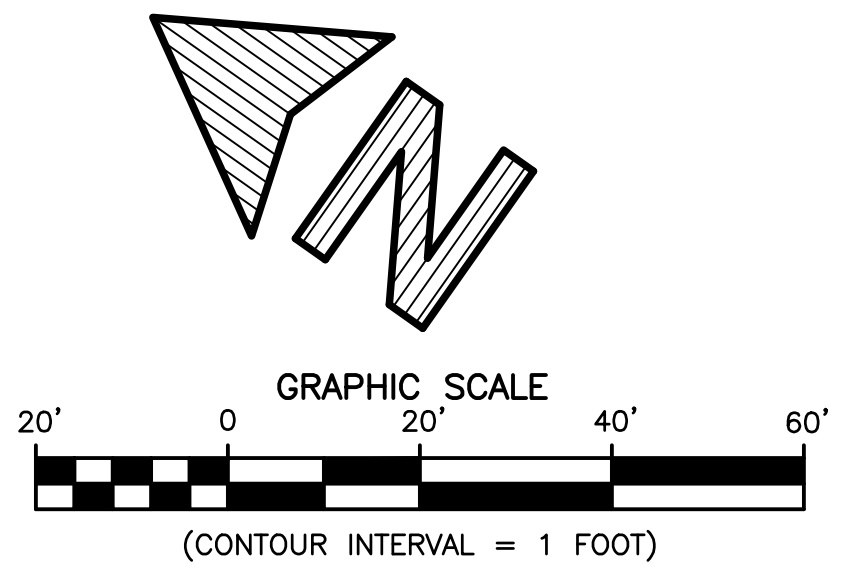
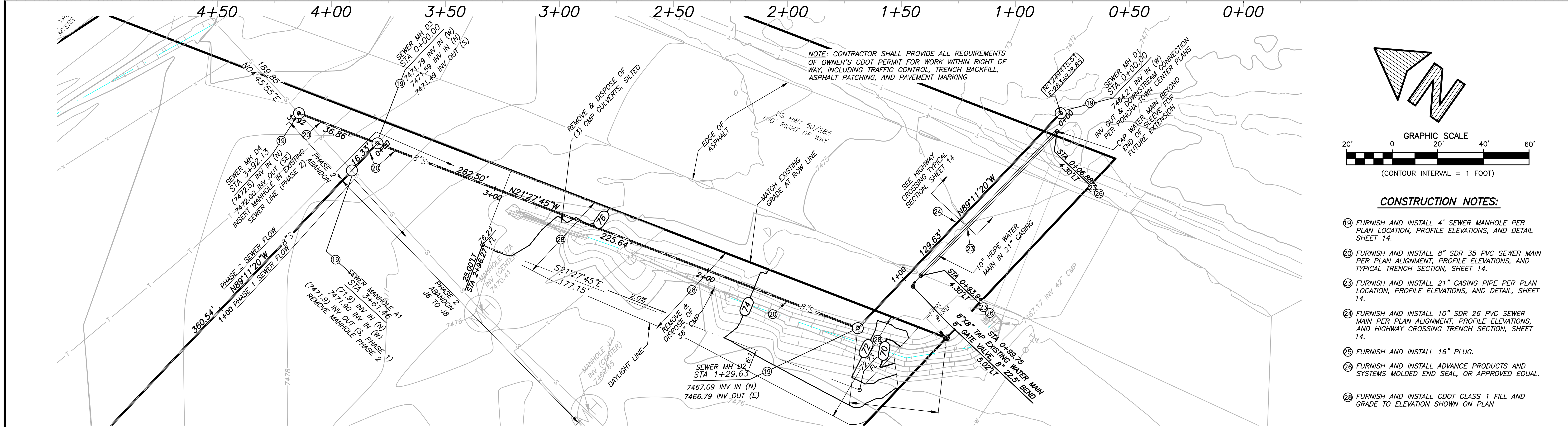
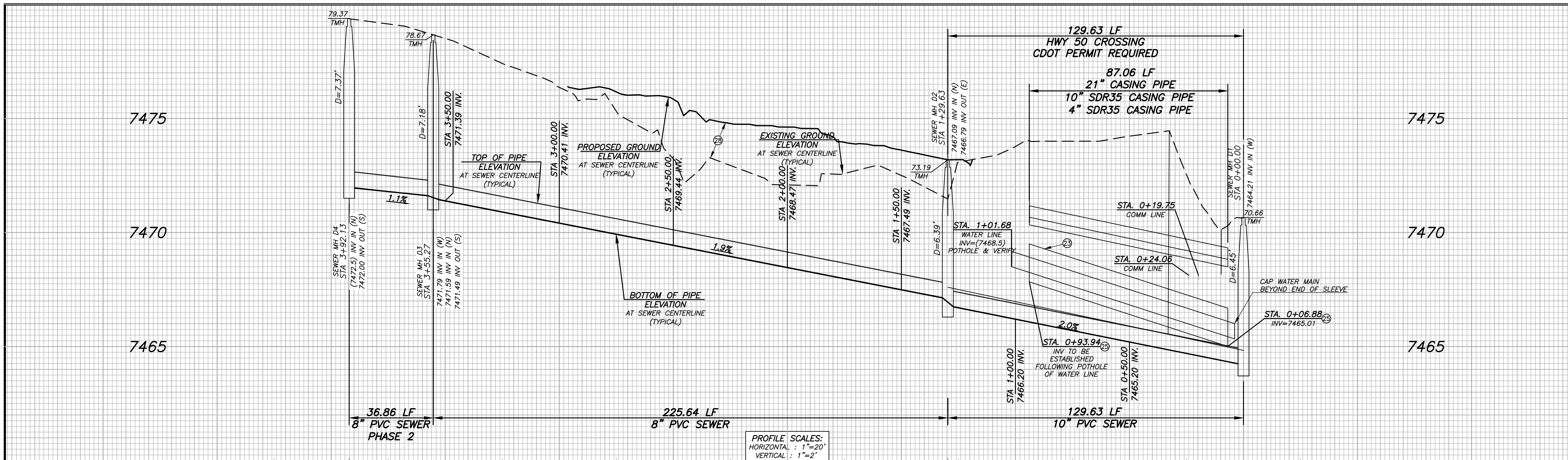
DATE **JUL. 2020** BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.

QUARRY STATION
 PONCHA SPRINGS, CO

SEWER PLAN AND PROFILE

SEWER LINE C
 STA 0+00.00 TO STA 0+88.72

SHEET NO. **23**
 OF **40** SHTS.
 PROJECT NO. **18010**



- CONSTRUCTION NOTES:**
- 19 FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
 - 20 FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.
 - 23 FURNISH AND INSTALL 21" CASING PIPE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL, SHEET 14.
 - 24 FURNISH AND INSTALL 10" SDR 26 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND HIGHWAY CROSSING TRENCH SECTION, SHEET 14.
 - 25 FURNISH AND INSTALL 16" PLUG.
 - 26 FURNISH AND INSTALL ADVANCE PRODUCTS AND SYSTEMS MOLDED END SEAL, OR APPROVED EQUAL.
 - 28 FURNISH AND INSTALL CDOT CLASS 1 FILL AND GRADE TO ELEVATION SHOWN ON PLAN

SEWER LINE D
STA 0+00.00 TO STA 3+92.13

ISSUED FOR REVIEW 7/3/20

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:
QUARRY STATION, LLC
PO BOX 177
SALIDA, CO 81201
PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC.
L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799

SEAL

DATE	BY	MARK	REVISIONS

TOWN OF PONCHA SPRINGS

DESIGNED BY WBH APPROVED BY: _____
DRAWN BY WBH
CHECKED BY TLV AGENCY HEAD DATE _____

SCALE 1"=20'
DATE JUL. 2020

BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.

QUARRY STATION
PONCHA SPRINGS, CO

SEWER PLAN AND PROFILE

SEWER LINE D
STA 0+00.00 TO STA 3+92.13

SHEET NO. **24**
OF 40 SHEETS
PROJECT NO. 18010

Engineer's Estimate of Probable Construction Cost
Quarry Station Phases 2 and 3, Poncha Springs, CO

Prepared by: Crabtree Group, Inc.

Owner: Quarry Station, LLC

7/3/2020

Note: does not include highway access, see SEH estimate

Item #	Phase 2 Qty	Phase 3 Qty	Unit	Description	Unit Cost	Phase 2 Cost	Phase 3 Cost
Underdrain Construction							
1	2	0	EA	Furnish and install 30" Nyloplast Drain Basin	\$ 3,300.00	\$ 6,600.00	\$ -
2	436	0	LF	Furnish and install 15" ADS N12 perforated pipe	\$ 65.00	\$ 28,340.00	\$ -
3	3	0	EA	Furnish and install 24" Nyloplast Drain Basin	\$ 3,000.00	\$ 9,000.00	\$ -
4	1,044	0	LF	Furnish and install 8" ADS N12 perforated pipe	\$ 55.00	\$ 57,420.00	\$ -
Sub-Total						\$ 101,360.00	\$ -

Street Construction							
7	23	22	LF	Furnish and install 6' crossspan	\$ 40.00	\$ 920.00	\$ 880.00
8	0	2	EA	Furnish and install underwalk drain	\$ 1,000.00	\$ -	\$ 2,000.00
9	1	1	EA	Furnish and install R2-1 "SPEED LIMIT 25" and R8-1 "NO PARKING ON PAVEMENT" signs on common post	\$ 500.00	\$ 500.00	\$ 500.00
10	0	4	EA	Furnish and install ADA street crossing with truncated domes	\$ 800.00	\$ -	\$ 3,200.00
11	2,048	2,589	SY	Furnish and install 3" asphalt paving	\$ 22.00	\$ 45,056.00	\$ 56,958.00
11a	2,048	2,589	SY	Furnish and install 6" CDOT Class 6 aggregate base (under asphalt)	\$ 12.00	\$ 24,576.00	\$ 31,068.00
12	1,304	1,631	SY	Furnish and install 6" CDOT Class 6 aggregate base (shoulder/parking/trail)	\$ 12.00	\$ 15,648.00	\$ 19,572.00
14	1,675	1,796	LF	Furnish and install uncompacted stormwater detention swale	\$ 5.00	\$ 8,375.00	\$ 8,980.00
15	1	0	EA	Furnish and install R1-1 standard "STOP" sign per MUTCD	\$ 500.00	\$ 500.00	\$ -
16	2	2	EA	Furnish and install Greenshine Brighta NSB Solar Street Light	\$ 7,000.00	\$ 14,000.00	\$ 14,000.00
17	1	1	EA	Furnish and Install D3-1 Street Name Sign with Appropriate Street Name	\$ 500.00	\$ 500.00	\$ 500.00
18a	17	18	EA	Furnish and Install driveway per detail	\$ 800.00	\$ 13,600.00	\$ 14,400.00
18b	16	17	EA	Furnish and install check dam per detail	\$ 800.00	\$ 12,800.00	\$ 13,600.00
Sub-Total						\$ 136,475.00	\$ 165,658.00

Sewer Construction							
19	5	0	EA	Furnish and install sewer manhole	\$ 4,000.00	\$ 20,000.00	\$ -
20	1,351	0	LF	Furnish and install 8" SDR35 PVC sewer main	\$ 60.00	\$ 81,060.00	\$ -
21	15	16	EA	Furnish and install 4" schedule 40 PVC sewer service with cleanout	\$ 1,200.00	\$ 18,000.00	\$ 19,200.00
21	1	0	EA	Furnish and install 6" schedule 40 PVC sewer service with (2) cleanouts	\$ 2,200.00	\$ 2,200.00	\$ -
27	0	1	EA	Core existing manhole for 4" service	\$ 1,000.00	\$ -	\$ 1,000.00
Sub-Total						\$ 121,260.00	\$ 20,200.00

Water Construction							
30	1,451	0	LF	Furnish and install 8" C900 PVC water main	\$ 60.00	\$ 87,060.00	\$ -
31	2	0	EA	Furnish and install 8" gate valve with concrete collar	\$ 1,200.00	\$ 2,400.00	\$ -
32	0	0	EA	Furnish and install 8" plug	\$ 800.00	\$ -	\$ -
33	3	0	EA	Furnish and install 8" 45° Elbow	\$ 1,000.00	\$ 3,000.00	\$ -
34	1	0	EA	Furnish and install 8" 22.5° Elbow	\$ 1,000.00	\$ 1,000.00	\$ -
35	1	0	EA	Furnish and install 8" 11.25° Elbow	\$ 1,000.00	\$ 1,000.00	\$ -
36	13	16	EA	Furnish and install 3/4" water service tap assembly	\$ 1,500.00	\$ 19,500.00	\$ 24,000.00
36a	3	0	EA	Furnish and install 3/4" water service tap with dual meter pit	\$ 1,600.00	\$ 4,800.00	\$ -
37	2	0	EA	Furnish and install fire hydrant assembly	\$ 6,000.00	\$ 12,000.00	\$ -
Sub-Total						\$ 130,760.00	\$ 24,000.00

Misc. Const. Cost

Engineer's Estimate of Probable Construction Cost
Quarry Station Phases 2 and 3, Poncha Springs, CO

Prepared by: Crabtree Group, Inc.

Owner: Quarry Station, LLC

7/3/2020

Note: does not include highway access, see SEH estimate

Item #	Phase 2 Qty	Phase 3 Qty	Unit	Description	Unit Cost	Phase 2 Cost	Phase 3 Cost
38	1	1	LS	Bonding		\$ 2,500.00	\$ 1,100.00
39	1	1	LS	Construction Surveying by Professional Licensed Surveyor		\$ 4,900.00	\$ 2,100.00
40	1	1	LS	Stormwater & Erosion Control		\$ 2,500.00	\$ 1,100.00
41	1	1	LS	Traffic Control (On Site)		\$ 1,500.00	\$ 700.00
Sub-Total						\$ 11,400.00	\$ 5,000.00

	Phase 2	Phase 3
Construction Total	\$ 501,255.00	\$ 214,858.00

**TOWN OF PONCHA SPRINGS, COLORADO
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR QUARRY STATION PHASES 2 AND 3**

THIS AGREEMENT is made and entered into as of the 8th day of September, 2020, by and between Quarry Station, LLC, whose address is P.O. Box 280, Poncha Springs, CO 81242, hereinafter referred to as "Owner," and the Town of Poncha Springs, Colorado whose address is 333 Burnett Ave. Poncha Springs, CO 81242, sometimes hereinafter referred to as the "Town", together referred to as "the Parties."

WITNESSETH:

WHEREAS, Owner holds title to certain real property located within the Town and described on **Exhibit A (Final Plat)** attached hereto (the "Property") and Owner has submitted an application for development of said property known as Quarry Station Phase 2 and Quarry Station Phase 3 (hereinafter, the "Project"); and

WHEREAS, as a condition of approval of the Project, certain improvements, which are more particularly described on **Exhibits B (Engineer's Opinion of Probable Cost) and C (Civil Engineering Drawings)** attached hereto (hereinafter referred to as "Improvements") must be constructed; and

WHEREAS, the Town and Owner recognize and agree that the Project will require construction of the Improvements described on Exhibits B and C: and

WHEREAS, Owner shall also satisfy any other applicable exactions; and

WHEREAS, The Town and Owner desire to evidence their agreement regarding the construction of these Improvements.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** This Agreement pertains to Improvements to be constructed on the Property in connection with and as a condition of development of the Project.
2. **Exhibits and Inclusions.** This Agreement includes the following Exhibits which are attached hereto and incorporated herein by this reference:
 - a. **Exhibit A:** Legal Description of the Property (Final Plat Phase 2, Final Plat Phase 3)
 - b. **Exhibit B:** Improvements Quantities and Cost Estimate (Engineer's EOPC)

- c. **Exhibit C:** Wet Stamped Engineering plans prepared by Crabtree Group Inc. "Quarry Station" dated July 2020 submitted to and approved by the Town, and included as a part of this Agreement (together with any modifications thereto agreed to by the Parties), referred to hereinafter as the "Engineering Plans".
- d. **Exhibit D:** Form of Partial Release of Letter of Credit if applicable.

3. **Improvements to be Constructed.** Owner shall install the Improvements described in **Exhibits B and C** and shall be responsible for all associated costs. The Parties acknowledge that the costs and quantities set forth on **Exhibits B and C** are estimates and that the actual costs and quantities may vary from such estimates. Owner agrees to pay actual costs.

- a. Before beginning any site work or the construction of any Improvements, the Owner shall submit to the Town final construction plans for the Improvements which have been stamped and signed by the engineer(s) who prepared the Engineering Plans. The Owner agrees that the Improvements shall be constructed in accordance with the approved Engineering Plans. The Owner agrees to adhere to all Federal, State and local rules and regulations during construction.
- b. Owner shall not modify the approved Engineering Plans or construction methods, means, materials or locations for any of the Improvements without the prior written approval of The Town.

4. **Rights-of-Way and Easements.** Owner shall provide and dedicate all necessary rights-of-way and easements related to the site development and the construction of the Improvements at the time of final plat for the Project. Owner shall also be responsible for acquiring all other applicable easements, permits and licenses necessary for the construction of the Improvements.

5. **Plans and Drawings.** Owner will furnish the Town, at Owner's cost, two (2) copies of the Wet Stamped Engineering Plans and all supplemental plans, drawings and specifications relating to the Improvements and overall site development which shall be prepared, stamped and certified by a licensed, registered Professional Engineer (P.E.), hereafter referred to as the "Design Engineer" or "Engineer of Record." Owner shall furnish the Town two (2) paper copies showing the constructed Improvements in their as-built locations prior to Town's acceptance of the Improvements and a digital pdf of the as-builts. Owner shall pay the cost of adding "as-built" drawings to Town's GIS system.

6. **Owner's Costs.** Owner shall be responsible for all costs for the Project, including, but not limited to preliminary and final design, plan, as-built drawing preparation, construction costs, surveying costs and required studies

related to the Project including but not limited to traffic, utilities, and geotechnical studies. Owner shall be responsible for all costs including but not limited to design, construction, inspection and certification, performance and guarantee during construction and the following warranty period, as well as any other administrative or legal expenses attributable to the Improvements to be constructed.

7. **Cost Estimate for Improvements.** In order to secure for the construction and installation of the Improvements such that the Town has sufficient funds to complete the construction should the owner default, Owner has estimated the costs of Improvements to be installed as itemized in Exhibit B. The Town has, in good faith, reviewed and approved the cost estimates. Owner agrees to pay the actual costs pertaining to the construction of the Improvements.

8. **Security.**

- a. Owner shall secure for all of its obligations under this Agreement in respect of the Improvements by furnishing to the Town in either cash, Performance/Warranty Bond or via letter of credit in the amount of \$501,255.00 for Phase 2, and \$214,858.00 for Phase 3, in a form acceptable to the Town issued by a Colorado bank or another lender (the "Issuer") acceptable to the Town. The amount identified above is for infrastructure to be owned by the Town of Poncha Springs. Security for each phase shall be independent of the other phase..
- b. If Owner fails to perform or observe any obligation or condition required by this Agreement, and if such default or defaults remains uncured for more than thirty (30) days after Owner's receipt of written notice thereof from the Town, the Town may either: a) cure the default at Owner's expense and draw on the Letter of Credit from time to time to pay the costs it incurs in connection therewith, or b) issue written notice advising Owner that specific Improvements constructed in question have been deemed unacceptable until the Owner complies with all obligations and conditions within this Agreement.
- c. The procedures for drawing on the Letter of Credit or Performance/Warranty Bond shall apply whether there may be one or more defaults, or a succession of defaults on the part of Owner in performing the terms, requirements and conditions contained in this Agreement.
- d. If requested by Owner, the Town may consider allowing partial releases of the Letter of Credit as construction of the Improvements progresses. Partial releases shall be considered only for the

completion of Improvement items and quantities as identified within **Exhibits B and C**. Partial release requests shall be made in writing and shall be accompanied by appropriate records documenting the Improvement items completed, the quantities, lengths and/or limits and the cost amounts. This documentation may include, but is not limited to, copies of bills and paid invoices, the schedule of values for the work performed and a schedule of values summarizing the work remaining as well as any other supporting documentation requested by the Town. The Town may elect to inspect the Improvements to verify their completion and shall determine the amount of the partial reduction within ten (10) business days following its receipt of the request. If the Town agrees that the amount of the partial release request appears to be in proper proportion for the amounts of the completed (and remaining) Improvements and that the Improvements have been constructed in accordance with the approved Engineering Plans and any other applicable requirements of this Agreement, then the Town may release a portion of the Letter of Credit. The amount of the partial release shall be the amount or quantity of the Improvement completed as identified in **Exhibit C**. Partial release requests shall be made no more frequently than once per calendar month.

- e. No determination by the Town of construction performed nor any partial release of any portion of the Letter of Credit shall be deemed as acceptance of Improvements by the Town.

9. **Completion.** Before any Building Permit can be issued within each phase of the Project (other than for facilities required as part of the Improvements and as described in **Exhibits B and C**), all Improvements except asphalt paving associated with that phase must be completed, inspected, approved and accepted by the Town. All Improvements except Phase 3 asphalt paving shall be completed in accordance with the approved plans, drawings, and specifications, within two (2) years after approval of the Project by Town. Extension of time for completion of Improvements may be considered by the Town for good cause shown. "Good cause" shall be determined by the Town.

10. **Materials and Workmanship.** Unless otherwise approved by the Town in writing, all materials to be used for constructing the Improvements shall be new and both workmanship and materials shall be of good quality. Prior to procurement (unless waived by the Town), Owner shall furnish the Town the name of the manufacturer of equipment and materials which it contemplates using for the construction of the Improvements. Owner shall also furnish information on capacities, efficiencies, sizes, etc., and any additional information as may be requested by the Town. Samples shall be submitted for approval when

requested. Equipment, materials and articles installed or used for the Improvements without the Town's approval shall be at the risk of subsequent rejection.

11. **Work Specifications.** All work done under this Agreement shall be completed to the lines, grades, and elevations and shall be constructed with the materials and means shown on the Engineering Plans, drawings and specifications approved by the Town. Owner shall keep the Town informed, at least five (5) calendar days in advance, of the times and places at which it wishes to undertake construction. Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other staking in accordance with the approved Engineering Plans may be ordered removed and replaced at Owner's cost and expense. The Town and/or the Inspector shall issue written notice to Owner regarding any construction or activity which the Town deems unacceptable. All stakes, bench marks, and other survey points shall be preserved by Owner until the Improvements have been accepted by the Town.

12. **Protection.**

- a. Owner shall keep and maintain all of the Improvements in good order and condition until the Town formally accepts the Improvements. Owner shall, at its cost, repair or replace any damage to or destruction of the Improvements that occurs prior to such acceptance by the Town except to the extent that such damage or destruction is caused by agents or employees of the Town.
- b. Owner shall take all steps necessary to prevent its construction activities from damaging adjacent properties. If any adjacent property is damaged during site work or during the construction of the Improvements, Owner shall, at its cost, promptly repair or replace the damaged property to a condition equal to or better that existed before such damage or injury.
- c. Owner shall take all steps necessary to prevent its construction activities from causing bodily injury to person, including, without limitation, traffic control and the installation of safety signage, barricades, fencing, lighting and other safety measures.
- d. In addition to complying with erosion control measures described in the Engineering Plans, Owner shall take all necessary steps necessary to prevent its construction activities from harming water quality, water bodies and wetlands. Owner shall be responsible of obtaining all applicable State and/or Federally required construction stormwater permits prior to commencement of site work.

13. **Construction Inspection.** Inspection shall be provided to assure that all work is performed in accordance with the approved Engineering Plans, and with the terms of this Agreement. Owner is responsible for the cost of inspection services related to construction of the Improvements. Full time inspection shall be provided by the Owner's Engineer, unless an alternative method or schedule is approved by the Town in writing. The Inspector and inspection schedule shall be subject to the approval of the Town. The Inspector(s) as described above (hereinafter referred to as "Inspector") will inspect the construction materials and will observe construction of the Improvements to be dedicated to the Town to assure that they have been constructed in compliance with the approved Engineering Plans and specifications, and with the Town's standards and regulations. The Inspector shall document their observation of construction on a daily basis and on a form acceptable to the Town, which may also include photo and video documentation. In the event that there may be questions or concerns at any time about the quality of construction and/or materials, or methods used during construction, then the Town may issue written notice advising Owner that specific Improvements in question have been deemed unacceptable.

- a. The Inspector shall notify the Owner within twenty-four (24) hours of all construction or material defects, or problems with the construction, either noted by the Inspector, or presented to the inspector by the Owner's Engineer, or the Town. Such claims may include any matter relating to the materials being used, execution and progress of the work, or interpretation of this Agreement including the approved plans and/or specifications. Any subsequent recommendations or proposed revisions from the Owner's Engineer shall be subject to the final review and decision of the Town.
- b. The Inspector shall make monthly estimations of amounts and quantities of work performed hereunder.
- c. The Inspector and the Town shall have free access to the work at all times. Owner shall furnish both Inspector and the Town with the means for ascertaining whether the work being performed or the work which has been completed is in accordance with the approved Engineering Plans, specifications and the Town's Engineering Standards.
- d. The Inspector will in no way be responsible for how the work is performed, safety in, on, or about the job site, methods of performance, or timeliness in the performance of the work.
- e. The Town hereby designates the Town Administrator or his or her designee(s) as representatives with authority to speak for the Town, and with whom the Inspector shall communicate on all matters provided for in this Agreement.

- f. Inspections may extend to all or any part of the Improvements and to the preparation or manufacture of the materials to be used. The Inspector will not be authorized to alter the provisions of this Agreement or any specifications or to act as foreman for the Town or Owner. Owner agrees to pay for the Inspector and all related inspection services.
- g. Owner agrees to pay to the Town for the examination of submitted plans and the inspections of the work provided by the Town.

14. Quality of Work. If at any time it is determined by the Town or the Inspector that substandard material, not conforming to the requirements of the approved Engineering Plans and specifications has been delivered to the Project or has been incorporated in the work, or if work shall have been performed of inferior quality, then such material or work shall be considered as defective and shall be removed and replaced at the Owners expense.

- a. Any failure to earlier detect defective design, material, or workmanship shall not impair the Town's right to a completed and functional project constructed per the approved Engineering Plans and specifications as well as applicable engineering standards and regulations.
- b. If Inspector or the Town discovers defective materials, whether before, during or after installation and if Owner fails to replace rejected materials, the Town may issue written notice advising Owner that these materials and the related Improvements will be deemed unacceptable.
- c. If the specifications, the Owner's Engineer's instructions or requirements of any public authority, including the Town, require any work to be specially tested or approved, Owner shall be responsible for performing such testing, obtaining passing test results and providing reports of those results to the Inspector and the Town as quickly as possible, and prior to commencing further work. If any work is covered without approval of the Inspector, the Inspector and/or the Town may order the work to be uncovered for examination and inspection. If Owner fails to comply with these requirements, then the Town may issue written notice advising Owner that specific Improvements in question will be deemed unacceptable.
- d. Reexamination of work or materials may be ordered by the Inspector or the Town. If so ordered, the work or materials must be uncovered by Owner. If such work or materials are found to be in accordance with this Agreement and the plans, drawings and specifications

approved by the Town, then the party requiring the reexamination shall pay the costs of uncovering, reexamination, replacement, and restoration of the site. If such work or materials be found not in accordance with this Agreement and the plans, drawings and specifications approved by the Town, Owner shall pay such cost.

- e. In the event that adverse site or climatic conditions exist which may damage or endanger work, the Town may issue written notice advising Owner that Improvements constructed during these conditions will be deemed unacceptable.

15. Final Inspection. When the work specified in this Agreement is completed and the final clean-up has been performed, Owner shall notify The Town and shall provide a letter, in a form acceptable to the Town, from the Owner's Engineer certifying that all Improvements have been constructed in accordance with the approved plans and specifications. the Town will then, within ten (10) working days after such notice, make its final inspection. If such inspection determines that the construction of the Improvements appears to have been completed in accordance with the Engineering Plans and the other requirements of this Agreement, and that all Improvements appear to be operating correctly, the Town will accept the Improvements by issuing a Certificate of Completion within ten (10) days of the date of the Final Inspection. If the inspection reveals that the work has not been completed in accordance with the Engineering Plans and the other requirements of this Agreement, or is not functioning or may not function correctly, Owner shall be notified in writing and shall promptly correct the deficiency at its cost and, following the completion of such corrective work, reissue its notice of completion to the Town. The re-inspection process and timeframes will be subject to the above schedule.

16. Acceptance of Improvements. The Town shall not accept responsibility for ownership, operation and maintenance of the Improvements until all Improvements have been completed by Owner, have passed final inspection by the Town and have subsequently received final acceptance thereof by the Town. Upon written request by Owner for a Certificate of Completion, and provided that all of the payments and other performances within this agreement have been made and completed by Owner, the Town will issue the Certificate of Completion whereupon such specified Improvements shall be owned, operated and maintained by The Town, unless specific conditions are stated otherwise within the Certificate of Completion. Upon issuance of the Certificate of Completion, "Improvements to be dedicated to and owned by the Town" as described in **Exhibit B** shall be deemed approved and accepted by The Town, unless specific conditions are stated otherwise within the Certificate of Completion. All other Improvements which will not be dedicated to the Town for ownership, as described in **Exhibit B**, shall be inspected by a private inspector,

approved by the Town, who shall provide the Town with a written certification of compliance with the approved plans and specifications for those constructed Improvements.

17. Warranty and Guarantee. Owner hereby warrants and guarantees to the Town that the Improvements will be fully functional and free of all defects in design, materials, construction and function for a period of two (2) years from the date of their final acceptance by the Town. Security shall be deposited to warrant the public improvements against defects during the two-year warranty period. Such warranty security shall be posted in the amount of twenty percent (20%) of the total construction cost of the public improvements for the two-year warranty period and shall be provided either as cash, Performance/Warranty Bond or via letter of credit in a form acceptable to the Town and which is issued by a Colorado bank, Bonding Company or another lender (the "Issuer") acceptable to The Town.

- a. Owner warrants that upon acceptance of the Improvements by the Town, title to all work performed and materials and equipment furnished in respect thereof will pass to the Town free and clear of all liens, encumbrances, security interests, bailments, conditional sales contracts, claims and other agreements by which an interest or encumbrance is retained by any person or entity.
- b. Owner warrants that all work performed, and materials and equipment furnished in respect of the Improvements are new; of good quality; free from all faults and defects; and in compliance with the approved plans and specifications. Any work, materials or equipment not complying with these requirements, including any unapproved substitutions, may be considered defective and shall be removed and replaced at Owner's cost.
- c. If, within the applicable warranty and guarantee period set forth above, any of the work, materials or equipment is found to be or becomes defective or deficient Owner shall, without cost to the Town, correct it promptly after receipt of notice from The Town.
- d. The warranty and guarantee periods set forth above shall be extended for any remedial or repair work that may be necessary within the first two (2) years after the issuance of the Certificate of Completion for the Project by the Town. Additionally, the warranty and guarantee period for remedial or repair work shall be for two (2) years after the date of performance of the remedial or repair work. Security, for the remedial or repair work shall also be retained by the Town throughout this extended period.
- e. In any situation where defective or deficient work, materials or equipment affects the safety of persons or property and Owner has

failed to respond in a timely manner, then the Town may act immediately to respond, including the authority to suspend work on the Project. If Owner fails to promptly correct any defect or deficiency where notice has been given to Owner, the Town may undertake the necessary remedial effort. In either event Owner shall immediately reimburse the Town for all costs. Nothing contained herein shall impose any duty upon the Town to act for Owner in an emergency.

- f. All warranty and guarantee obligations shall survive termination of this Agreement and acceptance of the Improvements by the Town. The establishment of all warranty and guarantee periods shall not be construed to create a period of limitation for commencement of any legal proceedings brought for a breach of the warranty.

18. **Notice.** When any faulty condition in the Improvements is found, the Town shall serve notice to Owner and/or its surety or Issuer of this condition. Upon receipt of said notice Owner or its surety shall proceed immediately and with due diligence to perform all repairs and/or replacements in a satisfactory manner at no cost to the Town. The expiration date for the repaired or replaced work shall be two (2) years from the date of the repair or replacement. Security in the amount of the actual cost of repair and/or replacement shall be retained for this extended two (2) year period. In the event Owner fails to make such repairs or replacements, The Town shall have the right to do so in the manner described herein. If, in repairing its own work, Owner damages the work or property of others, the repair and payment for such shall be Owner's responsibility.

19. **Remedies.** In addition to any other remedy allowed by law, in the event of default by the Owner with respect to any provision of this Agreement, including insufficiency of security to complete the Improvements, the Town may refuse to further process any site development or building permit application for property owned, in whole or in part, by Owner.

20. **Indemnification.**

- a. Owner hereby expressly binds itself to indemnify and save harmless the Town and its officers and employees, against all suits or actions of every kind and nature brought, or which may be brought against them or any of them; any loss, cost or expense incurred by them or any of them for, or on account of, any injury or damage received or sustained by any person, firm or corporation during the construction of the Improvements or the applicable warranty period.

- b. The indemnity contained in this Paragraph benefits the Town and its agents only. This Paragraph confers no benefit or right upon any third party.
 - c. The Town does not waive its right to assert, to the fullest extent permitted by law, its immunity from suit under the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as well as the limitation upon liability provided therein.
21. **Additional Conditions.**
- a. **Applicable Law.** This Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of the Town's municipal Code requirements and other applicable laws, rules and regulations. This Agreement shall not be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any cause of action arising under this Agreement shall be proper and exclusive in the Chaffee County district court.
 - b. **Severability.** It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
 - c. **Complete Agreement.** This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
 - d. **Recording; Benefit.** This Agreement shall be recorded with the Clerk and Recorder for Chaffee County, Colorado; shall run with the land; and shall be binding upon and shall inure to the benefit of the Parties hereto and upon and to their respective successors, grantees and assigns. Owner shall be released from further obligation hereunder in the event of sale of the property or portions thereof; provided however, that any successor, grantee or assignee of Owner shall be bound hereby, and this document shall have been recorded and

serve as a covenant running with and burdening the land described in Exhibit A, as the burdened property, as an easement in gross for the benefit of the Town. Any reference herein to Owner shall be deemed to include any purchaser, successor-in-interest or assign of Owner as to all or any part of the Property. Owner shall notify the Town in writing within fifteen (15) days of any sale, transfer, or assignment, giving name and address of transferee, assignee or buyer. Except as set forth in this Additional Conditions paragraph, this Agreement does not confer any right or benefit to any third party.

- e. **Force Majeure.** If Owner's performance of the Improvements is unreasonably delayed, disrupted or interfered with by the presence of any reasonably perceived hazardous material, labor dispute, fire, unusual delay in delivery, adverse weather conditions not reasonably anticipated, any written or oral order, directive, interpretation or determination made by the Town, unavoidable casualties or any other causes reasonably beyond Owner's control, then the Owner's time shall be extended for such duration as provided elsewhere in this section upon Owner's timely submission of its request for an extension of time.
- f. **Effective Date.** The terms of this Agreement shall become binding on all Parties hereto on the recordation of this Agreement in the records of the Clerk and Recorder of Chaffee County, Colorado.
- g. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- h. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
- i. **Authority.** The undersigned hereby acknowledge and warrant their power and authority to bind the Parties to this Agreement.
- j. **Vested Rights.** The Town acknowledges and agrees that: (i) the Town has approved the Project, (ii) such approval is considered a site specific development plan, and (iii) pursuant to Section 4-4-14 of the Town Code and Article 68 of Title 24, C.R.S., Owner has obtained vested property rights to develop the Project for a period of six (6) years commencing on the date of this Agreement, subject to Town Code Section 4-4-6. Notwithstanding anything to the contrary set forth in Paragraph 21.e above, the six (6) year period for Owner's vested property rights to develop the Project will not be extended for

force majeure or any other reason, unless the Town consents to such extension.

k. **Lot Sales Restriction.** Owner may enter into a contract, but not close on the sale of any of the Lots which may have been created by a Plat for the Project until the following items are completed in the order described:

- i. Completed a signed Subdivision Improvements Agreement with the Town.
- ii. Provided the Town financial security required by this Agreement.
- iii. Met all the conditions of the Subdivision Improvements Agreement. To include completion of infrastructure improvements, final inspection and acceptance of the improvements by the Town, provided a bill of sale, lien release from the contractor or contractors completing the work, and Two-year written warranty to the Town for the improvements the Town is accepting.
- iv. Agreed to and accepted a Lot Sales Restriction on the lots subject to the Subdivision Improvements Agreement and any lots in the subdivision for which a subdivision improvements agreement has not been completed.
- v. Upon completion of the items identified above, the lot sales restriction for the associated lots in this Subdivision Improvements Agreement, specifically Phase 2 (lots 44-54, 21-26) and Phase 3 (lots 27-43) shall be released formally by the adoption of a resolution by the Town of Poncha Springs Board of Trustees. Only upon adoption of said resolution, which shall be recorded with the Clerk and Recorder of Chaffee County, Colorado, shall the Owner be entitled to convey title to the lots identified.
- vi. This Section shall not be construed to restrict Owner's right to sell the Project to another developer as a bulk sale.

l. **Specific Conditions.**

- i. Phase 2 and Phase 3 shall each have a separate lot sales restriction filed with the Chaffee County Clerk and each Phase will be released separately by adoption of a resolution by the Town Board of Trustees on completion of the infrastructure for the Phase.

- ii. Prior to release of Phase 2 or 3 Lot Sales Restriction the following items from Phase 1 shall be complete
 - 1. The "Highway ROW Parcel" as designated on the Quarry Station Phase 1 plat shall be deeded from the Owner to the Town.
 - 2. The Owner shall landscape and provide drip irrigation connected to the Hoover Park irrigation system for the area from the south boundary of Addition C to 20 feet north of the south boundary of Addition C. Upon completion of the landscape and drip irrigation improvements, the Owner shall convey the same to the Quarry Station Trail Association HOA or corporation, as appropriate, for perpetual maintenance. This ownership and maintenance obligation shall be referenced in the declaration of covenants.
 - 3. Installation of Street Lights, concrete sewer manhole collars, and concrete water valve collars associated with Quarry Station Phase 1.
- iii. Final constructed access from Phase 1 to Highway 285 will be required prior to the full release of the Lot Sales Restrictions associated with Phases 2 & 3, specifically lots 21-54. A portion of Phase 2, restricted to a maximum of 13 lots, may be requested for release prior to final constructed highway access if all other conditions identified in this section are met. Owner shall provide financial security as identified in section 8 of this agreement for completion of the access at the time of request for partial lot sales restriction release.
- iv. The lot sales restriction for each phase imposed by subsection k above will be released upon the completion of Class 6 road base streets (graded, installed, and compacted), water, sewer (accepted by the City of Salida), gas, and electric infrastructure to service all lots within the phase; as well as, installation of street signs and lights.
- v. The portion of Hoover Circle within Phase 3 shall be rough graded prior to release of Phase 2 lot sales restriction for the purpose of a secondary emergency access.
- vi. Should ground water become an issue the Town may elect not to release the Lot Sales Restriction for Phase 2 or 3.
- vii. Paving of phase 2 and final acceptance of all improvements by the Town shall be required prior to release of Certificate of

Occupancy on the last two (2) lots within Phase 2 or by June 30, 2022 whichever is sooner. Paving of Phase 3 and final acceptance of all improvements by the Town shall be completed prior to release of Certificate of Occupancy on the last two (2) lots within Phase 3 or within 24 months of recording of phase 3 plat whichever is sooner

- viii. Should the deadlines for paving not be met, the Town may elect to draw on the provided Financial Security at a rate of 125% of the cost following a competitive bid process including engineering, inspection, & administrative expenses. This may or may not also include driveways, trails, and swales. Owner may request an extension with a detailed plan, approval of which is to the sole discretion of the Board of Trustees.
- ix. The portion of Hoover Circle shown on Phase I plat shall be asphalted at the same time as Phase 3
- x. Should the portion of Hoover Circle not be completed by Crossroads Village prior to recording of Phase 3 final plat this egress from the Quarry Station subdivision shall be restricted to an emergency access with a ranch gate installed by the Owner.
- xi. Prior to installation of asphalt, Owner is required to maintain any portion Quarry Station Street, Nickerson Avenue and Hoover Circle including the portion of Hoover Circle shown on Phase 1 plat that has not been paved; including but limited to, dust control and snow plowing. Prior to installation of asphalt, any oversized loads, specifically including but not limited to trucks, trailers, and cranes needed to set modular homes shall access phase 2 & 3 through a designated route agreed upon by the developer and Town. Existing conditions shall be documented, and the developer shall be responsible for all repairs needed for damage or degradation caused by construction activities. The Town reserves the right to withhold building permits & certificates of occupancy within Phase 2 & 3, or draw on the provided letter of credit if the repairs are not completed to the Town's satisfaction in a timely manner by the developer.
- xii. Required fees in lieu of open space for phases 2 and 3 have already been used by Owner to furnish and install equipment for Hoover Park. No further open space fee in lieu is required for lots under this agreement.

- xiii. Owner shall comply with Colorado State Engineer requirements for tailwater discharged from the permanent dewatering well system. Any infrastructure required to redirect the tailwater back to the South Arkansas River shall be installed prior to release of any Lot Sales Restriction for Phase 2 or 3; or by prior to the 2021 irrigation season (April 15th, 2021) whichever is sooner.
- xiv. An acceptable Ditch Maintenance Plan for the tailwater shall be drafted and formalized prior to release of any lot sales restriction. Owner shall present the plan to the Board of Trustees, who shall deem it acceptable or not.
- xv. Existing ditches that traverse the property shall require a ditch agreement between the developer and ditch owners. Such agreements shall be recorded with the Chaffee County Clerk and Recorder and referenced on the face of the associated plats.
- xvi. Should material crushing be needed on-site, Owner agrees to minimize impact on existing neighbors. More specifically, north of Phase I lots towards the northwest corner of Phase 3.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the respective dates set forth opposite the acknowledgment below of their execution of the Agreement, to be effective as of the day and year first above written.


ATTEST:


 Brian Berger, Town Clerk


TOWN of PONCHA SPRINGS, a Colorado municipal corporation

By: 
 Ralph B. Scanga, Mayor

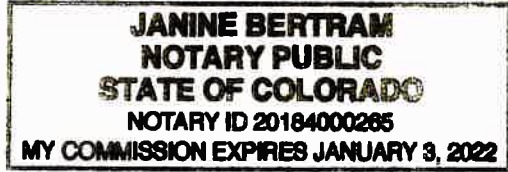
Quarry Station, LLC

By: 
 Title: Manager

STATE OF COLORADO)
)ss.
COUNTY OF CHAFFEE)

Acknowledged before me this 8th day of September, 2020, by Ralph B Scanga, Mayor and by Brian Berger as Town Clerk of the Town of Poncha Springs, Colorado.

WITNESS my hand and official seal.



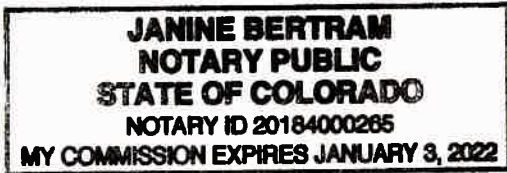
Janine Bertram
Notary Public

My commission expires: Jan 3, 2022

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged before me this 8th day of September, 2020, by David Martin, Title and Company name.

WITNESS my hand and official seal.



Janine Bertram
Notary Public

My commission expires: Jan 3, 2022

Exhibit A

SITE IMPROVEMENTS AGREEMENT

Legal Description of the Project

Quarry Station Filing No. 2 & 3 Located in the east half of the northeast quarter (E1/2NE1/4) of section 9 and the west half of the northwest quarter (N1/2NW1/4) of section 10, Township 49 North, Range 8 East, New Mexico Principal Meridian, Town of Poncha Springs, Chaffee County, Colorado

Exhibit B

SITE IMPROVEMENTS AGREEMENT

Improvements Quantities and Cost Estimates

Improvements to be dedicated to and owned by the Town. (Subject to the two (2) year Warranty period.)

Subtotal: \$278,635 (Phase 2)

Subtotal: \$194,658 (Phase 3)

All other improvements and work items.

Subtotal: \$ 101,360.00 (Underdrain) (Phase 2)

Subtotal: \$ 121,260 (City of Salida Sewer) (Phase 2)

Subtotal: \$ 20,200 (City of Salida Sewer) (Phase 3)

Grand Total: \$ 501,255 (Phase 2)
\$ 214,858 (Phase 3)

Engineer's Estimate of Probable Construction Cost
Quarry Station Phases 2 and 3, Poncha Springs, CO

Prepared by: Crabtree Group, Inc.

Owner: Quarry Station, LLC

7/3/2020

Note: does not include highway access, see SEH estimate

Item #	Phase 2 Qty	Phase 3 Qty	Unit	Description	Unit Cost	Phase 2 Cost	Phase 3 Cost
Underdrain Construction							
1	2	0	EA	Furnish and install 30" Nyloplast Drain Basin	\$ 3,300.00	\$ 6,600.00	\$ -
2	436	0	LF	Furnish and install 15" ADS N12 perforated pipe	\$ 65.00	\$ 28,340.00	\$ -
3	3	0	EA	Furnish and install 24" Nyloplast Drain Basin	\$ 3,000.00	\$ 9,000.00	\$ -
4	1,044	0	LF	Furnish and install 8" ADS N12 perforated pipe	\$ 55.00	\$ 57,420.00	\$ -
Sub-Total						\$ 101,360.00	\$ -

Street Construction							
7	23	22	LF	Furnish and install 6' crosspan	\$ 40.00	\$ 920.00	\$ 880.00
8	0	2	EA	Furnish and install underwalk drain	\$ 1,000.00	\$ -	\$ 2,000.00
9	1	1	EA	Furnish and install R2-1 "SPEED LIMIT 25" and R8-1 "NO PARKING ON PAVEMENT" signs on common post	\$ 500.00	\$ 500.00	\$ 500.00
10	0	4	EA	Furnish and install ADA street crossing with truncated domes	\$ 800.00	\$ -	\$ 3,200.00
11	2,048	2,589	SY	Furnish and install 3" asphalt paving	\$ 22.00	\$ 45,056.00	\$ 56,958.00
11a	2,048	2,589	SY	Furnish and install 6" CDOT Class 6 aggregate base (under asphalt)	\$ 12.00	\$ 24,576.00	\$ 31,068.00
12	1,304	1,631	SY	Furnish and install 6" CDOT Class 6 aggregate base (shoulder/parking/trail)	\$ 12.00	\$ 15,648.00	\$ 19,572.00
14	1,675	1,796	LF	Furnish and install uncompacted stormwater detention swale	\$ 5.00	\$ 8,375.00	\$ 8,980.00
15	1	0	EA	Furnish and install R1-1 standard "STOP" sign per MUTCD	\$ 500.00	\$ 500.00	\$ -
16	2	2	EA	Furnish and install Greenshine Brighta NSB Solar Street Light	\$ 7,000.00	\$ 14,000.00	\$ 14,000.00
17	1	1	EA	Furnish and Install D3-1 Street Name Sign with Appropriate Street Name	\$ 500.00	\$ 500.00	\$ 500.00
18a	17	18	EA	Furnish and Install driveway per detail	\$ 800.00	\$ 13,600.00	\$ 14,400.00
18b	16	17	EA	Furnish and install check dam per detail	\$ 800.00	\$ 12,800.00	\$ 13,600.00
Sub-Total						\$ 136,475.00	\$ 165,658.00

Sewer Construction							
19	5	0	EA	Furnish and install sewer manhole	\$ 4,000.00	\$ 20,000.00	\$ -
20	1,351	0	LF	Furnish and install 8" SDR35 PVC sewer main	\$ 60.00	\$ 81,060.00	\$ -
21	15	16	EA	Furnish and install 4" schedule 40 PVC sewer service with cleanout	\$ 1,200.00	\$ 18,000.00	\$ 19,200.00
21	1	0	EA	Furnish and install 6" schedule 40 PVC sewer service with (2) cleanouts	\$ 2,200.00	\$ 2,200.00	\$ -
27	0	1	EA	Core existing manhole for 4" service	\$ 1,000.00	\$ -	\$ 1,000.00
Sub-Total						\$ 121,260.00	\$ 20,200.00

Water Construction							
30	1,451	0	LF	Furnish and install 8" C900 PVC water main	\$ 60.00	\$ 87,060.00	\$ -
31	2	0	EA	Furnish and install 8" gate valve with concrete collar	\$ 1,200.00	\$ 2,400.00	\$ -
32	0	0	EA	Furnish and install 8" plug	\$ 800.00	\$ -	\$ -
33	3	0	EA	Furnish and install 8" 45° Elbow	\$ 1,000.00	\$ 3,000.00	\$ -
34	1	0	EA	Furnish and install 8" 22.5° Elbow	\$ 1,000.00	\$ 1,000.00	\$ -
35	1	0	EA	Furnish and install 8" 11.25° Elbow	\$ 1,000.00	\$ 1,000.00	\$ -
36	13	16	EA	Furnish and install 3/4" water service tap assembly	\$ 1,500.00	\$ 19,500.00	\$ 24,000.00
36a	3	0	EA	Furnish and install 3/4" water service tap with dual meter pit	\$ 1,600.00	\$ 4,800.00	\$ -
37	2	0	EA	Furnish and install fire hydrant assembly	\$ 6,000.00	\$ 12,000.00	\$ -
Sub-Total						\$ 130,760.00	\$ 24,000.00

Misc. Const. Cost

Engineer's Estimate of Probable Construction Cost
Quarry Station Phases 2 and 3, Poncha Springs, CO

Prepared by: Crabtree Group, Inc.

Owner: Quarry Station, LLC

7/3/2020

Note: does not include highway access, see SEH estimate

Item #	Phase 2 Qty	Phase 3 Qty	Unit	Description	Unit Cost	Phase 2 Cost	Phase 3 Cost
38	1	1	LS	Bonding		\$ 2,500.00	\$ 1,100.00
39	1	1	LS	Construction Surveying by Professional Licensed Surveyor		\$ 4,900.00	\$ 2,100.00
40	1	1	LS	Stormwater & Erosion Control		\$ 2,500.00	\$ 1,100.00
41	1	1	LS	Traffic Control (On Site)		\$ 1,500.00	\$ 700.00
Sub-Total						\$ 11,400.00	\$ 5,000.00

	Phase 2	Phase 3
Construction Total	\$ 501,255.00	\$ 214,858.00

Exhibit C

SITE IMPROVEMENTS AGREEMENT

Engineering Plans

The Engineering Plans are incorporated herein by this reference, but not attached and not required to be recorded with this Agreement; but must be placed on file with the Town's Public Works Department.

Exhibit D

SITE IMPROVEMENTS AGREEMENT

Form of Partial Release of Letter of Credit

Certificate for the Reduction of
Amounts Available Under
Irrevocable Letter of Credit No. _____
Dated _____ (the "Letter of Credit")

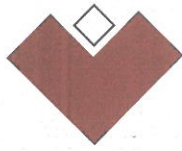
The undersigned, a duly authorized agent of the Town of Poncha Springs, Colorado ("Beneficiary"), hereby certifies to _____ (the "Issuer") with reference to Irrevocable Letter of Credit No. _____ dated _____, _____, ("Letter of Credit") issued by the Issuer in favor of the Beneficiary, that:

- a. Beneficiary hereby notifies you that, pursuant to that certain Subdivision Improvements Agreement for the _____ Project dated _____, _____, ("Site Improvements Agreement") by and between the Beneficiary and _____, the Beneficiary has agreed that the amount available under the Letter of Credit shall be reduced by the amount of \$ _____, as of the date of this Certificate.
- b. Following the reduction referred to in Paragraph (1) above, together with all prior reductions, the amount available under the Letter of Credit to the Beneficiary is \$ _____.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate this _____ day of _____.

TOWN OF PONCHA SPRINGS, a Colorado
municipal corporation

By: _____
Its: _____



San Luis Valley Federal Bank

A Mutual Bank serving the Valley since 1899

September 23 2020

Irrevocable Letter of Credit No. 2020-01

Account Party: Quarry Station, LLC
6820 S. Highway 17
Alamosa, CO 81101

Beneficiaries: Town of Poncha Springs, Colorado
333 Burnett Avenue
Poncha Springs, CO 81242

And

City of Salida, Colorado
448 E. First Street, Suite 112
Salida, CO 81201

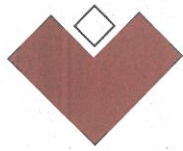
Ladies and Gentlemen:

We hereby open our irrevocable credit in your favor for the sum or sums not to exceed a total of Five Hundred One Twenty-One Thousand Four Hundred Fifty-Five and No/100ths Dollars (\$521,455.00) to be made available by your request for payment at sight upon the presentation of your draft accompanied by the following statement:

A signed beneficiary statement executed by the Mayor and Town Administrative Officer of the Town of Poncha Springs, Colorado, that Quarry Station, LLC has done any of the following:

- a) Failed to comply with any of its obligations relating to its obligations under the Subdivision Improvements Agreement for Quarry Station Subdivision Phase 2 dated September 8, 2020 (hereinafter sometimes referred to as "SIA") and Phase 3 sewer.
- b) Filed for bankruptcy or have been forced into bankruptcy or receivership by creditors;
or
- c) Failed to renew or substitute acceptable security for performance of obligations, as described in a) above.

A Federal Reserve wire transfer shall be used by the Bank to transfer funds to the Town upon presentation of the draft hereof and the signed beneficiary statement described above. The Bank shall be responsible for all wire transfer fees. The Town banking account transfer number shall be provided at the time payment is requested.



San Luis Valley Federal Bank

A Mutual Bank serving the Valley since 1899

The Town will execute a Certificate of Completion when the improvements described in the SIA are installed, tested and are shown to meet the Town's specifications and approved plans. The two (2) year warranty period will begin when the Certificate of Completion is issued. Upon issuance of the Certificate of Completion this Letter of Credit shall be reduced to 20% or \$104,291.00. Partial releases of this Letter of Credit may be requested by Bank as set forth in the SIA.

Letter of Credit 2018-1005 is no longer in effect. This Letter of Credit (2020-01) is valid until October 5, 2022 provided, however, that this Letter of Credit will be automatically extended without amendment for successive periods of two (2) year from the present or any future expiration date thereof, unless at least forty-five (45) days prior to any such expiration date San Luis Valley Federal Bank provides written notice to the Town of Poncha Springs, Colorado, at 333 Burnett Avenue, Poncha Springs, CO 81242, of its election not to renew this Letter of Credit for such additional one (1) year period. The notice required hereunder will be deemed to have been given when received in fact by you.

If legal proceedings are initiated by any party with respect to the payment of this Letter of Credit, the Bank hereby agrees that such proceedings shall be subject to the laws of the State of Colorado and the jurisdiction of Colorado courts. If such legal proceedings are initiated, the Bank hereby agrees to interplead into the Court Registry all funds demanded by the Town under claim against this Letter of Credit.

The Bank warrants it is in good financial standing in accordance with all United States Federal Reserve Bank standards and all applicable Federal Deposit Insurance Corporation standards. The Bank further warrants that it shall provide notice to the Town within five (5) days of receipt of any notice of violation of any Federal Bank standards or of any pending acquisition or merger or other action of any regulatory agency which may affect the Bank's ability to honor the terms of this Letter of Credit.

This Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits, 2007, Revision, International Chamber of Commerce Publication No. 600.

Sincerely,

Walter Roybal
Vice President of Commercial Lending
NMLS #1692596

Fees and Charges for Water and Wastewater Services, effective February 2016

Description of Fee, Rate or Charge	Code Section	Special Charges	Residential 3/4" line (1)	Accessory Dwelling Unit (2)	Commercial 3/4" line	1.0" line	1.5" line	2.0" line	3.0" line	4.0" line
Water System Development & Associated Fees										
System Development Fee	13-3-20 (c)		\$ 8,512	\$ 4,256	\$ 8,512	\$ 14,270	\$ 28,316	\$ 52,472	\$ 106,742	\$ 217,534
Surcharge in High Zone	13-3-20 (d)		\$ 1,936	\$ 967	\$ 1,936	\$ 2,904	\$ 4,352	\$ 6,530	\$ 9,797	\$ 14,695
Irrigation only (plus 50% of applicable surcharge above)	13-3-20 (e)		\$ 4,256	-	\$ 4,256	\$ 7,135	\$ 14,158	\$ 26,236	\$ 53,371	\$ 108,767
Water Meter - Disc	13-2-90		\$ 352	-	\$ 352	\$ 469	\$ 770	\$ 1,477	-	-
Water Meter - Turbine	13-2-90		-	-	-	-	\$ 1,629	\$ 1,928	\$ 2,319	\$ 3,387
Water Meter - Compound	13-2-90		-	-	-	-	-	\$ 3,382	\$ 4,081	\$ 5,623
Note: Meter prices are based on supplier prices and, therefore, are subject to change outside of the City's control.										
Wastewater System Development Fees										
System Development Fee for water & sewer customer	13-3-20 (c)		\$ 5,206	\$ 2,603	\$ 7,808	\$ 16,918	\$ 30,190	\$ 42,199	\$ 79,834	\$ 132,732
Fee per 1.0 EQR if no municipal water service	13-3-20 (c)	\$ 5,206	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
					150%	217%	178%	140%	189%	166%
Monthly Water Rates and Charges for Service *										
Service charge **	13-3-30 (b)		\$ 18.11	\$ 9.05	\$ 18.11	\$ 24.08	\$ 36.21	\$ 48.16	\$ 72.24	\$ 96.32
Water maintenance charge			\$ 6.28	\$ 3.14	-	-	-	-	-	-
Volume (usage) charge (based on 1,000 gallons water delivered)										
Tier I (up to 13,333 gallons/month) *			\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66
Tier II (over 13,333 gallons/month)			\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21
** 2,000 gallons usage included in residential service charge										
Demand fee up to 100,000 gallons			-	-	\$ 6.28	\$ 6.28	\$ 6.28	\$ 6.28	\$ 6.28	\$ 6.28
Demand fee 101,000 to 500,000 gallons			-	-	\$ 18.85	\$ 18.85	\$ 18.85	\$ 18.85	\$ 18.85	\$ 18.85
Demand fee 501,000 to 1,000,000 gallons			-	-	-	\$ 47.12	\$ 47.12	\$ 47.12	\$ 47.12	\$ 47.12
Demand fee over 1,000,000 gallons			-	-	-	-	\$ 62.83	\$ 62.83	\$ 62.83	\$ 62.83
Monthly Wastewater Rates and Charges for Service *										
Service charge	13-3-30 (b)		\$ 18.96	\$ 9.48	\$ 19.64	\$ 27.41	\$ 40.91	\$ 61.36	\$ 77.72	\$ 96.13
Residential volume charge (based on winter water usage)			\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25
** 2,000 gallons usage included in residential service charge										
Commercial volume charge (based on actual water usage)			\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32
Sewer only service charge - per equivalent living unit		\$ 32.75								
Other										
Permanent disconnection of water line	13-2-210	\$ 50.00								
Accessory Structure Service Charge Suspension Agreement	13-3-10(a)(1)	\$ 40.00								
System Development Fee Deferral Agreement	13-3-10(a)(1)	\$ 40.00								
Bulk water - untreated (per 1,000 gallons)	13-3-30 (a)	\$ 2.50								
Bulk water - treated (up to 1,000 & per each add'l 1,000 gallons)	13-3-30 (a)	\$ 6.00								
Bulk water - treated (minimum charge)	13-3-30 (a)	\$ 6.00								
Sewer dump at automated facility	13-3-30 (a)	\$ 10.00								
Inactive account (sewer only customers) per month	13-3-30 (g)	\$ 16.38								
Returned check charge	13-3-30 (f)	\$ 21.00								
Final billing and new account charge	13-3-30 (f)	\$ 62.00								
Sewer only final billing and new account charge	13-3-30 (f)	\$ 31.00								
Temporary water disconnection fee - once annually	13-3-50	\$ -								
Temporary water disconnection fee - more than 1x per year	13-3-50	\$ 40.00								
Delinquent Charge - water service	13-3-50 (b)	\$ 3.50								
Delinquent Charge - wastewater service	13-3-50 (b)	\$ 3.50								
Period of time after which service is subject to termination	13-3-50 (c)	45 days								
Water termination (shut-off) fee	13-3-70 (d)	\$ 40.00								
Account reinstatement charge (waived if shut-off fee paid)	13-3-80	\$ 40.00								

Notes

- (1) All fixed fees are multiplied by the number of units associated with each account.
- (2) Fees for accessory dwelling unit apply unless use of property is legally restricted.



