



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	November 21, 2023

ITEM

Resolution 2023-50 – Amending the previous approval of the Subdivision Improvement and Inclusionary Housing Agreement for the 505 Oak Street Planned Development Overlay and Major Subdivision.

BACKGROUND

The 505 Oak Street Planned Development and Major Subdivision was approved by City Council with the adoption of Ordinance 2022-21 on December 6, 2022. The 505 Oak Street PD and Major Subdivision is a 18 lot, 44-unit residential project on 2.09 acres.



On March 7, 2023, City Council approved Resolution 2023-12 to set forth the terms and conditions for the construction of the required public improvements and other improvements and requirements relating to the Property and the development.



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The City and Developer have agreed to include additional terms specifically regarding the design and construction of the shared access and utility easement, as well as the construction and maintenance of Dreamers Circle.

The particulars of these three main sections of the 505 Oak Street Planned Development and Subdivision Agreement are described below.

Subdivision Improvement Agreement: Section 16-2-60 of the Salida Municipal Code (SMC) requires a subdivision improvement agreement. Section 5 of the agreement sets the standard for the developer to put in place a financial guarantee for the public improvements which the City can utilize to complete the project in case of default by the developer. The amount of the financial guarantee must be 125% of the estimated cost; for the 505 Oak Street project the amount is \$396,896.00 therefore, the Performance Guarantee must be in an amount equal to \$496,120.00.

This portion of the agreement also describes the construction and approval process; and the warranty timeline between approvals and when the City takes ownership and maintenance of the public facilities. Section 6 defines the projected construction schedule.

Shared Access and Utility Easement: Section 7 was added to the Subdivision Improvement and Inclusionary Housing Agreement, as reflected within "Exhibit A," to further define the responsibilities of each property owner.

Inclusionary Housing: Article XIII of Chapter 16 of the SMC requires Planned Developments and Major Subdivisions to include 16.7% of the units as affordable. The code requires a final agreement between the City and the Developer for how the inclusionary housing requirements will be met.

- Section 8 defines how inclusionary housing responsibilities will be met. The developer has chosen to provide two (2) for-sale units and six (6) rental units to meet the inclusionary housing requirement for the 505 Oak Street Planned Development and Major Subdivision.

STAFF RECOMMENDATIONS

Staff recommends the City Council approve the Subdivision Improvement and Inclusionary Housing Agreement for the 505 Oak Street Planned Development and Major Subdivision.



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SUGGESTED MOTION

A Council person should make the motion to “Approve Resolution 2023-50 to approve the proposed Subdivision Improvement and Inclusionary Housing Agreement for the 505 Oak Street Planned Development and Major Subdivision.”

Attachments: Resolution 2023-50

Exhibit A - Subdivision Improvement and Inclusionary Housing Agreement for the 505 Oak Street Planned Development and Major Subdivision
505 Oak Street Major Subdivision Plat

CITY OF SALIDA, COLORADO
RESOLUTION NO. 50
(Series 2023)

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
AMENDING ITS PREVIOUS APPROVAL OF THE SUBDIVISION IMPROVEMENT
AND INCLUSIONARY HOUSING AGREEMENT FOR THE 505 OAK STREET
PLANNED DEVELOPMENT AND MAJOR SUBDIVISION**

WHEREAS, the property owners, Dreamers and Doers, LLC (“Developer”) are owners of the proposed 505 Oak Street Planned Development and Major Subdivision; and

WHEREAS, on December 6, 2022, the City Council approved Ordinance 2022-21 for the 505 Oak Street Planned Development and Major Subdivision which consists of eighteen (18) lots on the 2.09 acres (“Property”); and

WHEREAS, on March 7, 2023, the City Council approved Resolution 2023-12 to set forth the terms and conditions for the construction of the required public improvements and other improvements and requirements relating to the Property and the development; and

WHEREAS, the City and Developer have agreed to memorialize additional terms specifically regarding the design and construction of the shared access and utility easement, as well as the construction and maintenance of, Dreamers Circle; and

WHEREAS, therefore Section 7 was added to the Subdivision Improvement and Inclusionary Housing Agreement, as reflected within “Exhibit A,” attached hereto and incorporated herein, to further define the responsibilities of each property owner; and

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”), and the conditions set forth in Ordinance 2022-21, the City and the Developer wish to enter into the attached Subdivision Improvement Agreement to memorialize their understanding concerning the terms and conditions for the construction of the subdivision public improvements and other improvements; and

WHEREAS, pursuant to Section 16-13-20(g) of the Land Use Code, residential developments must also enter into an inclusionary housing development agreement with the City Council; and

WHEREAS, the City Council therefore now wishes to amend its previous approval and execute the attached Subdivision Improvement and Inclusionary Housing Agreement with Developer for the 505 Oak Street Planned Development and Major Subdivision; and

WHEREAS, upon such approval, city staff shall be permitted to correct nonsubstantive errors, typos and inconsistencies that may be found in the Agreement, as approved by the Mayor and City Attorney.

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

The Amended Subdivision Improvement and Inclusionary Housing Agreement for the
505 Oak Street Planned Development and Major Subdivision, attached hereto and
incorporated herein as “Exhibit A” is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 21st day of November, 2023.

CITY OF SALIDA, COLORADO

Mayor Dan Shore

(SEAL)

ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

**SUBDIVISION IMPROVEMENT
AND INCLUSIONARY HOUSING AGREEMENT
(505 Oak Street PD and Major Subdivision)**

THIS SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, 2023, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and DREAMERS AND DOERS, LLC, a limited liability corporation (“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 505 Oak Street Planned Development and Major Subdivision (the “Project”), and more particularly described on attached **Exhibit B**, which is incorporated herein by this reference (the “Property”). The Property is located within the boundaries of the City.
- 1.2 The Developer received Planned Development overlay approval and approval for an 18-lot major subdivision for the residential project on a 2.09 acre site zoned C-1 on December 6, 2022 when the City Council adopted Ordinance 2022-21 on second reading.
- 1.3 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into development and subdivision improvements agreements with the City. Pursuant to Section 16-13-20 (g) of the Land Use Code, residential developments must enter into an inclusionary housing development agreement with the City Council. Such agreements may be part of a development improvements or subdivision improvements agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design standards for the affordable units and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.
- 1.4 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of affordable housing, and on-site public improvements to be constructed and installed on the Property in association with the Developer’s activities under any building permit issued under the Permit Application, if approved (“Building Permit”).
- 1.5 The development plan for the Planned Development was recorded on _____, 20__ at reception number _____ of the Chaffee County Recorder’s Office.
- 1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.7 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.

1.8 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the City 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 Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Affordable Housing” means units that are permanently deed restricted to be sold or rented. The prices for sale or rents charged for permanently affordable priced dwelling units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as specified by Ordinance 2022-05.
- 2.3 “Building Permit” means any building permit issued under the Permit Application, if approved.
- 2.4 “City” means the City of Salida, a Colorado statutory City.
- 2.5 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark Sky-Compliant” means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.9 “Developer” means Dreamers and Doers, LLC, and its successor(s)-in-interest with respect to the Property.
- 2.10 “Development” means all work on the Property required to transform the Property into the 505 Oak Street Planned Development and Major Subdivision approved by the City by means of Ordinance 2022-21. The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”

- 2.11 “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.12 “Easement Lands” means all real property to be dedicated to the City hereunder in the form of easements.
- 2.13 “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 the City and the Developer.
- 2.14 “Force Majeure” means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.15 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.16 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.17 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.18 “Other Required Improvements Warranty Period” means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.19 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.
- 2.20 “Permit Application” means the Developer’s full and complete application for a building permit for any residential units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.
- 2.21 “Property” means the land that is known as the “505 Oak Street Planned Development and Major Subdivision” and described in attached **Exhibit B**.
- 2.22 “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements.

- 2.23 “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.24 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the Development Plan, Subdivision Plat, Permit Application and the Building Permit; and the City’s drafting, review, and execution of this Agreement.
- 2.25 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.26 “Subdivision Plat” means 505 Oak Street major subdivision of the Property approved by Ordinance No. 2022-21.
- 2.27 “Water Facilities” means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

Any term that is defined in the Land Use Code or the City Code but not defined in this Agreement takes the meaning given to that term in the Land Use Code or the City Code.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 505 Oak Street Planned Development and Major Subdivision. The 505 Oak Street Planned Development and Major Subdivision is a residential project consisting of residential uses in conformance with specific requirements stated in Ordinance 2022-21. The Developer intends to develop the project including 10 residential units for sale and 34 rental units; of which two (2) of the for-sale units must deed restricted and sold as affordable housing and six (6) of the apartment rental units must be deed restricted and rented as affordable housing.
- 3.2 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. 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.
- 3.3 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property.

- 3.4 Reservation. To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new terms, conditions, or obligations with respect to the Required Improvements for the Property.

Section 4 – Development of Property

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; Ordinance No. 2022-21; and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The approval of the planned development overlay and major subdivision by the City Council on December 6, 2022 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.
- 4.3 The Developer has represented and voluntarily agreed that Lots 11 through 18 are intended to exclusively include rental buildings, not any for-sale units. Developer has further represented and voluntarily agreed that Developer shall request approval, to the Planning Commission and/or City Council as applicable, to condominiumize any such buildings on Lots 11 through 18 in the future.

Section 5 – Terms and Conditions for Development of Property

- 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 City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City 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 the City 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 Required Improvements. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as those Standard Specifications may be amended, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's

designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.9 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.

- 5.4 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City's rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.
- 5.5 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-20(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.7 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.6 City Engineer's Written Approval of Required Improvements. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.
- 5.7 Performance Guarantee. Before commencement of any further construction on the Required Improvements, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of completing the Required Improvements, as shown on Exhibit C. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$396,896.00. Therefore, the Performance Guarantee must be in an amount equal to \$496,120.00.
 - 5.7.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
 - 5.7.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and

within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.7 and the Land Use Code.

5.7.3 Upon completion of portions of the Required Improvements (“Completed Improvements”), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer’s inspection and written approval of the Completed Improvements in accordance with paragraph 5.9 below, the City Council may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.

5.7.4 Upon the City Engineer’s inspection and written approval of all Required Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit C**.

5.7.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.8 below, the Developer’s correction of all defects discovered during such periods, and the City’s final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a full release of the Performance Guarantee.

5.7.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City’s suspension of all activities, approvals, and permitting related to the Subdivision Plats or Development Plan.

5.8 Conveyance of Public Improvements. Within twenty-eight days of the City’s final acceptance of the Public Improvements in accordance with paragraph 5.10 below, the Developer shall, at no cost to the City, do the following:

5.8.1 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the 505 Oak Street Planned Development Plan recorded at Reception No._____.

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

- 5.9 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.7 above, approves the Public Improvements and certifies their compliance with approved specifications (“Public Improvements Warranty Period”). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.6 above, approves the other Required Improvements and certifies their compliance with approved specifications (“Other Required Improvements Warranty Period”). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.
- 5.10 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.
- 5.11 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City’s approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.10 above.
- 5.12 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.13 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.14 Landscape Improvements. Other Required Improvements are landscape improvements consisting of right of way and parkway landscaping in accordance with the requirements of the approved landscape improvement plan for the Subdivision and the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner’s association shall be responsible for the Other Required Improvements Warranty Period.

5.15 Drainage Improvements. As shown on **Exhibit C**, certain of the Required Improvements are drainage improvements.

5.15.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices.

5.15.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.

5.15.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.

5.16 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.

5.17 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.

5.18 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice.

When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7 - 1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 9 of this Agreement.

5.19 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as

defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

- 5.20 Fees. The Developer shall pay to the City the fees described below at the time set forth below:
- 5.20.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City'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 the City.
 - 5.20.2 Work by City staff other than City Attorney. 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 the City'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 E**.
 - 5.20.3 Work by City Attorney. Reimbursable Costs and Fees attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.
 - 5.20.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 12.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
 - 5.20.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.
- 5.21 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

Section 6 – Construction Schedule

- 6.1 **Construction Schedule.** Attached **Exhibit D**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements (“**Construction Schedule**”). The Developer shall complete construction of each phase described in **Exhibit C** in compliance with the timetable included in the Construction Schedule. If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City will take action in accordance with Section 16-2-60(e) of the Land Use Code.
- 6.2 **Site Restoration.** If the Developer fails to commence or complete construction in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City’s residents and the aesthetic integrity of the Property (“**Site Restoration Improvements**”). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements on **Exhibit C**.
- 6.3 **Force Majeure.** If the Developer fails to commence or complete construction in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s).

Section 7 – Access and Easement Agreements

- 7.1 **Access and Easement Agreements.**
- 7.1.1 The City agrees to fund the design and construction of the shared southern access driveway apron off Oak Street within the CDOT right-of-way. The foregoing is dependent on CDOT granting permission to the City to obtain the Notice to Proceed from CDOT and to construct the access previously submitted by Developer and approved by CDOT. The City also agrees to pave the parking spaces on the adjacent City owned property fronting this access and installing the curb and gutter immediately adjacent to said City parking spaces.
- 7.1.2 The Developer agrees to fund, construct and maintain the improvements along the entire shared access easement, including the remaining curb and gutter, asphalt paving, and all proposed improvements.
- 7.1.3 City agrees to grant a 12.5’ wide public access easement and a 315’ long utility easement adjacent to the 611 Oak Street north property line. The granting of this easement is conditioned upon Developer agreement to maintain the entire easement in perpetuity, which includes but is not limited to: asphalt maintenance, snow plowing, and similar typical maintenance responsibilities.

Section 8 – Inclusionary Housing

- 8.1 **Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code.**

Developer hereby agrees to construct and deed restrict two (2) for-sale dwelling units and six (6) rental units. The prices for sale or rents charged for permanently affordable priced dwelling units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as specified within Chapter 16, Article XIII of the Salida Municipal Code. Development of the affordable housing units shall be according to the additional standards specified below:

- 8.1.1. The two (2) for-sale affordable units shall be built and receive certificate of occupancy (CO) prior to the eighth (8th) unit on the site receiving certificate of occupancy. The six (6) inclusionary housing rental units on Lot 18 shall be built and receive certificate of occupancy prior to certificate of occupancy of the fourth (4th) apartment building.
- 8.1.2. The affordable units shall be comparable to the market rate housing units in exterior finish and design by meeting the architectural standards for the subdivision and any required architectural design approval required by the subdivision's design guidelines.
- 8.1.3 Developer agrees to record a deed restriction, in a form provided and approved by the City Attorney, on the affordable units that meet the requirements of Chapter 16, Article XIII, including but not limited to Sections 16-13-20(a)(1), (2) (4) and (c) through (f) defining income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties, among other pertinent and applicable City requirements.
- 8.1.4 The Chaffee Housing Authority ("CHA") shall approve the system to be employed to determine eligibility and priority of buyers/tenants, as also provided for in the applicable deed restriction. In the case that the CHA is unable to review and approve such a system, such responsibility shall fall to the City or the City's designee. Developer shall make annual reports to the CHA or City regarding any changes to the pricing of the affordable units that occurs with changes to the Colorado Housing and Finance Authority County Income and Rent Tables for Chaffee County, and shall follow all requirements of the recorded deed restriction.
- 8.1.5 Deed-restricted affordable units within any applicable condominium or homeowners' association shall not be assessed any monthly dues or other shared assessments exceeding those specifically permitted in the CHA Community Housing Guidelines, or any dues or assessments beyond necessities such as utilities, trash services, and the like, in order to ensure that the deed-restricted units remain affordable. Should the Developer or Association desire, they may renegotiate the condition with the Chaffee Housing Authority based upon the Authority's guidelines for such dues.

Section 9 – Default by Developer and City's Remedies

- 9.1 City's Remedies on Developer's Default. In the event of the Developer's default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
 - 9.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.

- 9.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
- 9.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.
- 9.1.4 A demand that the Performance Guarantee be paid or honored.
- 9.1.5 Any other remedy available in equity or at law.
- 9.2 Notice of Default. Pursuant to Section 16-2-60(o) of the Land Use Code, before taking remedial action hereunder, the City 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, the City will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.
- 9.3 Immediate Damages on Developer's Default. The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer's default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.
- 9.4 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.
- 9.5 Waiver. Any waiver by the City 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 constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 9.6 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 10 – Indemnification and Release

- 10.1 Release of Liability. The Developer acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City 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 the City 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 the City or its officers or agents or their designees.

10.2.1 Indemnification.

- 10.2.2 The Developer shall indemnify and hold harmless the City, and the City'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) the City's approval of the Planned Development or the Subdivision Plats or the City's issuance of the Building Permit if the Permit Application is approved; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats or Permit Application, if it is approved, and the Building Permit, if it is issued; (c) the City'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 Easement Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Easement Lands; or (d) any other item contained in this Agreement.
- 10.2.3 The Developer shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the Planned Development or Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved; and shall reimburse the City 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 the City's approval of the Planned Development or Subdivision Plats, or issuance of the Building Permit if the Permit Application is approved. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position.
- 10.2.4 Fees, expenses, and costs attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City'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 E**.
- 10.2.5 Fees, expenses, and costs attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.

Section 11 – Representations and Warranties

- 11.1 **Developer's Representations and Warranties.** The Developer hereby represents and warrants to the City 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:
- 11.1.1 **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.
- 11.1.2 **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.
- 11.1.3 **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 complete construction on the Property as contemplated under the Permit Application.

11.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

11.1.5 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.

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

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

11.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.

11.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to develop the Property as contemplated under the Development Plan or as proposed in the Subdivision Plat.

11.2.4 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 City is a party or by which the City is bound or affected.

Section 12– General Provisions

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

City Council adopting this Agreement.

- 12.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Development Improvements Agreement; Subdivision Improvements Agreement; and Inclusionary Housing Agreement associated with development of the Property, and is the total integrated agreement between the Parties with respect to that subject.
- 12.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 12.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 12.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 12.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.
- | | |
|--------------------------|---|
| Notice to the City: | City of Salida
<u>Attn:</u> City Administrator and City Attorney
448 East First Street, Suite 112
Salida, CO 81201 |
| Notice to the Developer: | Dreamers and Doers, LLC
P.O. Box 1532
Alamosa, CO 81101 |
- 12.7 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.
- 12.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense.
- 12.9 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 the City, the Developer, and the Developer's successor(s).
- 12.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.

- 12.11 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. Subject to Annual Appropriation. Any financial obligation of the City 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.
- 12.12 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.
- 12.13 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

CITY OF SALIDA, COLORADO

By _____
Mayor, Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____
202__ 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

DEVELOPER:

Dreamers and Doers, LLC

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 202_____
by _____.

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

Notary Public

505 OAK STREET SUBDIVISION

LOCATED IN THE
 1/2 SW 1/4 NW 1/4 OF SECTION 4, T 49 N, R 9 E, N.M.P.M.
 IN THE
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO
SHEET 1 OF 2

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL OF THE OWNERS, MORTGAGEES AND LIEN HOLDERS OF CERTAIN LAND IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

A tract of land located in the South Half of the Southwest Quarter of the Northwest Quarter (1/2 SW 1/4 NW 1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, (City of Salida) Chaffee County, Colorado, being described as follows:

Commencing at the Southeast corner of the SW 1/4 of the NW 1/4 of said Section 4, as commonly accepted, being a fence corner (from whence a 5/8 inch reinforcing bar with a 1 1/2 inch aluminum cap stamped "CM 1/16, Sec. 4, 1776" bears South 62°25' West 18.0 feet); thence proceeding North 84°47' West along the South line of said SW 1/4 of the NW 1/4, as fenced, 91 feet, more or less, to a point on the east side of Scott Street (produced South) in the City of Salida which is the point of beginning of the tract herein described; thence proceeding North 84°47' West along the south line of said SW 1/4 of the NW 1/4 to a point on the east side of Colorado Highway No. 241 (formerly Oak Street); thence North 0°11' West along said highway boundary 291.4 feet, more or less, to the southwest corner of a tract of land described in Book 380 at Page 466 (Pennington to McDonald) thence North 84°43' East 310.5 feet along the southerly boundary of said tract of real property described in Book 380 at Page 466 to southeast corner of said tract of real property which is the east side line of said Scott Street (produced south) thence South along the East line of Scott (produced south) to the point of beginning.

DO HEREBY LAY-OUT, PLAT AND SUBDIVIDE THE ABOVE DESCRIBED PROPERTY INTO LOTS, A PRIVATE STREET AND EASEMENTS WITH BEARINGS AND DISTANCES AS SHOWN ON SHEET 2 CONTAINED HEREIN, TO BE KNOWN AS:

505 OAK STREET SUBDIVISION CITY OF SALIDA CHAFFEE COUNTY, COLORADO

AND DREAMERS CIRCLE SHALL SERVE AS AN EXCLUSIVE STREET, PARKING, DRAINAGE AND UTILITY EASEMENT FOR THE OWNERS OWNERS OF THE LOTS SHOWN ON SHEET 2 CONTAINED HEREON.

AND DREAMERS CIRCLE AND COMMON FACILITIES, INCLUDING DRIVEWAYS, PARKING, DRAINAGE, SIDEWALKS AND LANDSCAPING SHALL BE OWNED BY THE 505 OAK STREET HOMEOWNERS ASSOCIATION, WHICH SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPLACEMENT COSTS FOR SUCH INFRASTRUCTURE.

AND THE LOTS SHALL BE SUBJECT TO THE PUBLIC UTILITY EASEMENTS SHOWN ON SHEET 2 CONTAINED HEREON.

AND DUPLEX LOTS 1 THRU 10 SHALL BE SUBJECT TO A 20.0 FOOT WIDE DRAINAGE EASEMENT ADJACENT SOUTH OF THE NORTH BOUNDARY OF SAID LOTS, AS SHOWN ON SHEET 2 CONTAINED HEREIN.

AND DREAMERS CIRCLE SHALL BE SUBJECT TO A PUBLIC ACCESS AND UTILITY EASEMENT ADJACENT NORTH OF THE ENTIRE SOUTH BOUNDARY OF THE PROPERTY, AS SHOWN ON SHEET 2.

AND THE LOTS WITHIN 505 OAK STREET SUBDIVISION SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS AND HOME OWNERS ASSOCIATION (H.O.A.) AS SET FORTH IN RECEPTION NO. _____ OF THE CHAFFEE COUNTY RECORDS.

AND THE 505 OAK STREET SUBDIVISION HAS COMPLIED WITH CHAPTER 16 OF THE SALIDA MUNICIPAL CODE AND IS SUBJECT TO THE TERMS OF THE EXECUTED SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT, AS RECORDED AT RECEPTION NO. _____ OF THE CHAFFEE COUNTY RECORDS.

ACKNOWLEDGEMENT:

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THIS _____ DAY OF _____, 202__.

DREAMERS AND DOERS, LLC
 A COLORADO LIMITED LIABILITY COMPANY

BRIAN COOK, MANAGING MEMBER

SAN LUIS VALLEY FEDERAL BANK

STATE OF COLORADO }
 COUNTY OF CHAFFEE } ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 202__.

WITNESS MY HAND AND OFFICIAL SEAL
 MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____
 ADDRESS _____

CERTIFICATE OF TITLE INSURANCE COMPANY:

I, BRETT W. EAKINS, REPRESENTING FIRST AMERICAN TITLE INSURANCE COMPANY IN THE STATE OF COLORADO DO CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE REAL PROPERTY SHOWN AND DESCRIBED ON THESE PLATS AND FOUND TITLE VESTED IN DREAMERS AND DOERS, LLC, A COLORADO LIMITED LIABILITY COMPANY, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT:

BRETT W. EAKINS

LAND SURVEYOR'S STATEMENT:

I, MICHAEL K. HENDERSON, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO DO HEREBY STATE THAT THESE PLAT WAS PREPARED BY ME AND/OR UNDER MY DIRECT SUPERVISION, AND IS BASED ON A MONUMENTED LAND SURVEY OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, WHICH SURVEY WAS PERFORMED UNDER MY RESPONSIBLE CHARGE, AND THAT SAID PLAT AND SURVEY ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS _____ DAY OF _____, 202__.

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

GENERAL LAND SURVEYOR'S NOTES:

- 1) PROPERTY DESCRIPTION AND RECORD EASEMENT RESEARCH BASED ON FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 21-14256 ISSUED BY CENTRAL COLORADO TITLE & ESCROW, EFFECTIVE MARCH 1, 2021.
- 2) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION AND ON THE LOCATIONS OF THE RECOVERED REBAR PROPERTY CORNER MONUMENTS SHOWN AND DESCRIBED ON THIS PLAT.

CERTIFICATE OF STREET & UTILITY MAINTENANCE:

PUBLIC NOTICE IS HEREBY GIVEN THAT NEITHER ANY DEDICATED PUBLIC ROADS OR PUBLIC UTILITIES WILL BE MAINTAINED BY THE CITY OF SALIDA UNTIL AND UNLESS THE SUBDIVIDER CONSTRUCTS THE STREETS/ROADS AND UTILITIES IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENTS AGREEMENT, IF ANY, AND THE SUBDIVISION REGULATIONS AT THE TIME OF THE FILING OF THE PLAT, AND APPROVAL BY THE CITY HAS BEEN ISSUED TO THAT EFFECT. WHEN THE CITY APPROVES A STREET OR UTILITY FOR MAINTENANCE, THE STREET OR UTILITY SHALL BECOME PUBLIC IN ALL SENSES OF THE WORD AND THE SUBDIVIDER SHALL HAVE NO FURTHER OBLIGATIONS IN REGARDS TO THAT PARTICULAR STREET OR UTILITY.

CITY COUNCIL APPROVAL:

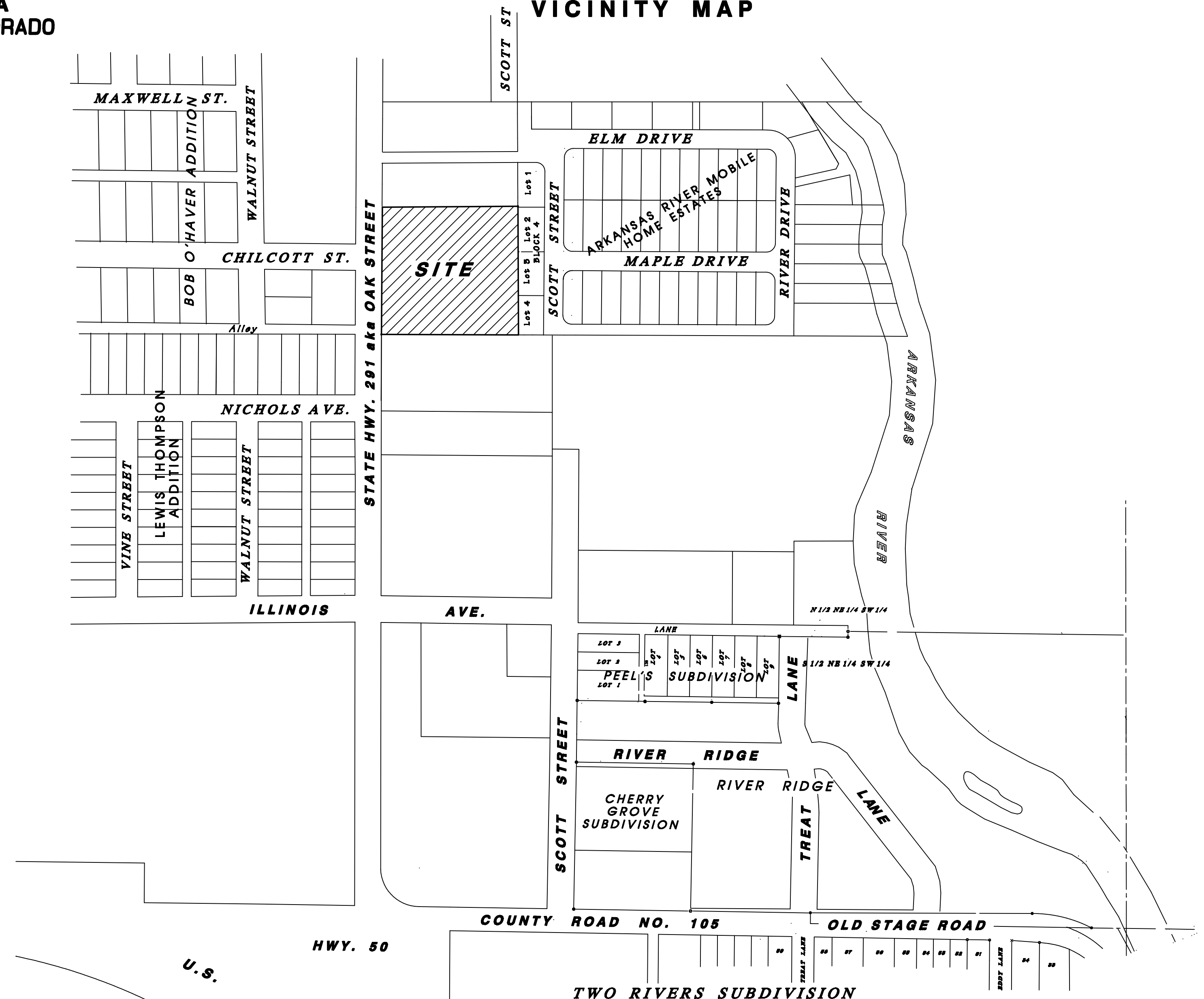
THIS PLAT IS APPROVED FOR FILING AND THE CITY OF SALIDA HEREBY ACCEPTS THE DEDICATION OF THE PUBLIC UTILITY EASEMENTS SHOWN AND DESCRIBED HEREIN, SUBJECT TO THE PROVISIONS SET FORTH IN CERTIFICATE OF STREET AND UTILITY MAINTENANCE ABOVE, AND DOES HEREBY APPROVE THE 505 OAK STREET SUBDIVISION.

DATED: _____, 202__

BY: _____
 MAYOR

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

VICINITY MAP



CONDITIONS OF APPROVAL:

- Pursuant to Section 16-6-140, Fair Contributions to Public School Sites, as may be amended, a payment in lieu of land dedication for fair contributions for public school sites shall be paid by the owner of each lot within this subdivision prior to issuance of a building permit for any new residence on such lot.
- As required by Section 16-6-120(B), Parks, Trails and Open Space of the Salida Municipal Code, a fee in lieu shall be provided for open space prior to the issuance of a building permit for any new residence constructed. The applicants have provided public access on the south boundary of the property for a connection to the trail on Scott Street. The public access is shown on the plat.
- As required under Section 16-6-120(I), no residential facade elevation shall be repeated more than once every five (5) lots on the same side of the street. The development must provide a diversity in architectural elements such as roof types and pitches, differentiated front entries and exterior materials (excludes different color). At time of building permit submittals, the applicant shall provide elevations of any and all homes (or homes under construction) along the same side of the street and (if applicable) the home(s) directly across the street, to ensure that the subdivision architectural standards will be met. The developer shall add architectural elements on windows and doors for the apartments to break up the facade elevation.

CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____ M. ON THIS _____ DAY OF _____, 202__.

RECEPTION NO. _____

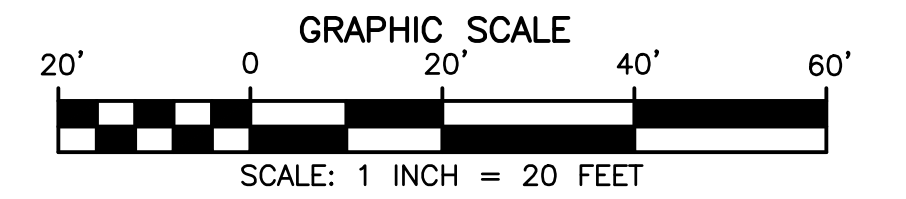
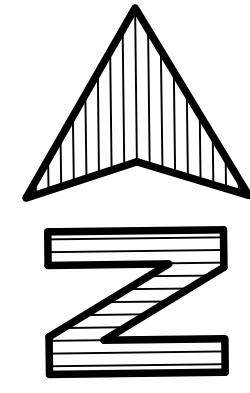
CHAFFEE COUNTY CLERK & RECORDER

SHEET 1 OF 2

REVISION: 9/26/23 M.K.H. 505 OAK STREET SUBDIVISION In the 1/2 SW 1/4 NW 1/4 of SECTION 4, T 49 N, R 9 E, N.M.P.M. CHAFFEE COUNTY, CITY OF SALIDA, COLORADO	
Job Number: J-22-210 TPC FILE: J-08-055 DRAWN BY: TMOO CADDO CHECKED: M.K.H. Field Book: S	HENDERSON LAND SURVEYING CO., INC. 208 G STREET SALIDA, COLORADO
DATE: 12/1/22	DRAWING NO. L-22-80

505 OAK STREET SUBDIVISION

LOCATED IN THE
 S 1/2 SW 1/4 NW 1/4 OF SEC. 4, T49N, R9E, N.M.P.M
 IN THE CITY OF SALIDA
 CHAFFEE COUNTY, COLORADO
 SHEET 2 OF 2



DIRECTIONS ARE BASED ON THE BEARING N89°43'E BETWEEN RECOVERED REBAR MONUMENTS AT THE NW AND NE CORNERS OF THE TRACT SHOWN AND DESCRIBED HEREON, SAID MONUMENTS ARE AS SHOWN AND DESCRIBED HEREON.

LEGEND

- DENOTES PROPERTY BOUNDARY
- DENOTES EXISTING/ADJACENT RIGHT-OF-WAY
- DENOTES NEW LOT LINE
- DENOTES NEW EASEMENT LINE
- DENOTES FENCELINE
- DENOTES OVERHEAD ELECTRIC, TELEPHONE, TV LINE
- DENOTES EXISTING SEWER LINE
- DENOTES RECOVERED 5/8" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED '10721'
- DENOTES RECOVERED 5/8" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED 'PROPERTY CORNER ILS 1776'
- DENOTES RECOVERED 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED 'PROPERTY CORNER ILS 1776'
- DENOTES MONUMENT TO BE SET PRIOR TO FILING OF FINAL PLAT.

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD	CHORD BRNG
C1	19.00	010°25'17"	3.46	3.45	S74°34'20"W
C2	42.08	020°51'09"	15.32	15.23	S80°01'06"W
C3	36.00	025°38'48"	16.12	15.98	N13°04'55"E
C4	83.71	012°53'47"	18.84	18.80	S73°38'12"E
C5	74.70	016°21'08"	21.32	21.25	S75°36'18"E

PLAT NOTES:

- ALL LOTS SHALL BE SUBJECT TO A DECLARATION OF COVENANTS AND HOMEOWNERS ASSOCIATION (H.O.A.) AS SET FORTH IN RECEPTION NO. _____ OF THE CHAFFEE COUNTY RECORDS.
- DREAMERS CIRCLE SHALL SERVE AS A PUBLIC UTILITY EASEMENT AS WELL AS AN EXCLUSIVE ROADWAY PARKING, AND DRAINAGE EASEMENT FOR THE LOTS SHOWN HEREON.
- DREAMERS CIRCLE AND COMMON FACILITIES, INCLUDING DRIVEWAYS, PARKING, DRAINAGE, SIDEWALKS, AND LANDSCAPING, SHALL BE OWNED BY THE 505 OAK STREET HOMEOWNERS' ASSOCIATION, WHO SHALL BE RESPONSIBLE FOR ALL REQUIRED REPLACEMENT AND MAINTENANCE COST OF THE INFRASTRUCTURE.

OWNER:

DREAMERS AND DOERS, LLC
 PO BOX 1532
 ALAMOSA, CO 81101

LAND SURVEYOR

HENDERSON LAND SURVEYING
 203 G STREET
 SALIDA, CO 81201
 CONTACT: MICHAEL K. HENDERSON

ASSISTED BY:



SHEET 2 OF 2 REVISION: 9/26/23 T.L.V.

505 OAK STREET SUBDIVISION

S1/2 SW1/4 OF SEC. 4, T49N, R9E, N.M.P.M.

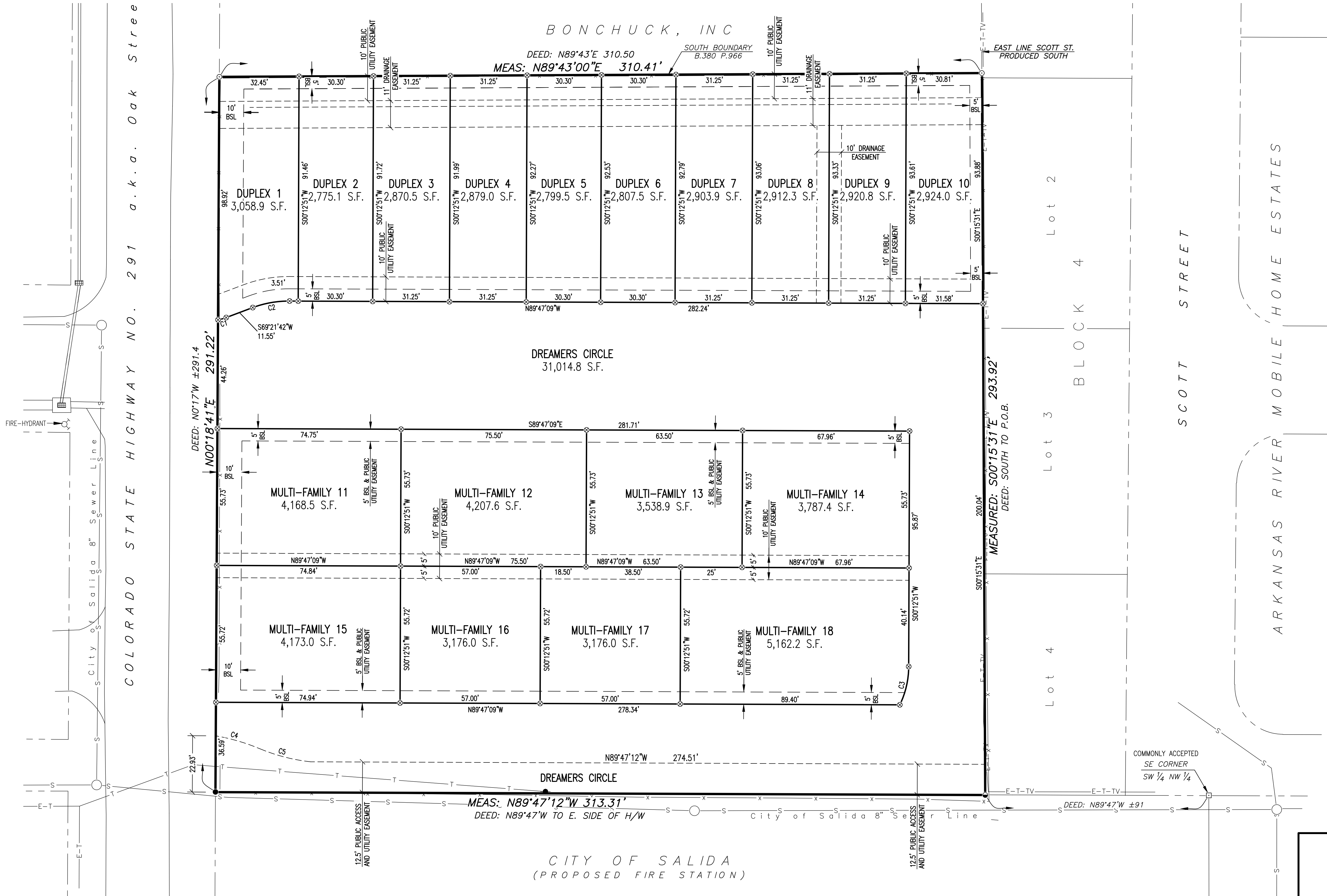
SALIDA, CO CITY OF SALIDA COLORADO

Job Number: J-22-210 HENDERSON LAND SURVEYING CO., INC.
 TPC FILE: J-08-055 SALIDA, COLORADO

DRAWN BY: RP DATE: DEC. 2022 DRAWING NO. L-22-80

CHECKED: TLV

FILE BOOK:



BONCHUCK, INC

DEED: N89°43'E 310.50
 MEAS: N89°43'00"E 310.41'

DREAMERS CIRCLE
 31,014.8 S.F.

DREAMERS CIRCLE

MEAS: N89°47'12"W 313.31'
 DEED: N89°47'W TO E. SIDE OF H/W

CITY OF SALIDA
 (PROPOSED FIRE STATION)

COMMONLY ACCEPTED
 SE CORNER
 SW 1/4 NW 1/4