TOWN OF SILT  
REGULAR BOARD OF TRUSTEES AGENDA
MONDAY, SEPTEMBER 12, 2022 – 7:00 P.M.
MUNICIPAL COUNCIL CHAMBERS

5:30 p.m. – Budget Work session – Strategic Vision

<table>
<thead>
<tr>
<th>ESTIMATED TIME</th>
<th>AGENDA ITEM</th>
<th>PUBLIC HEARING or ACTION ITEM</th>
<th>STAFF PRESENTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda</td>
<td></td>
<td></td>
<td>Tab A</td>
</tr>
<tr>
<td>7:00</td>
<td>Call to order</td>
<td></td>
<td>Mayor Richel</td>
</tr>
<tr>
<td></td>
<td>Roll call</td>
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<tr>
<td>7:05</td>
<td>Pledge of Allegiance and Moment of Silence</td>
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<tr>
<td>7:05</td>
<td>Public Comments - Persons desiring to make public comment on items not on the agenda shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to <a href="mailto:sheila@townofsilt.org">sheila@townofsilt.org</a> indicating their desire to make public comment. For those attending in person, a “Sign in Sheet” is available in the Council Chambers. Each speaker will limit comments to no more than three (3) minutes, with a total time of 30 minutes allotted to public comments, pursuant to Section 2.28.020 of the Silt Municipal Code</td>
<td>Action Item</td>
<td>Tab B Mayor Richel</td>
</tr>
<tr>
<td>7:20</td>
<td>Consent agenda –</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 min</td>
<td>1. Minutes of the August 22, 2022 Board of Trustees meeting</td>
<td>Action Item</td>
<td>Tab B Mayor Richel</td>
</tr>
<tr>
<td></td>
<td>2. Renewal of Retail Marijuana License – High Q</td>
<td></td>
<td></td>
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<tr>
<td>7:25</td>
<td>Agenda Changes</td>
<td></td>
<td></td>
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<tr>
<td>7:25</td>
<td>Middle Colorado Watershed Council (MCWC) project updates – Paula Stepp</td>
<td>Info Item</td>
<td>Tab C Director Fonner</td>
</tr>
<tr>
<td>7:40</td>
<td>Continued Resolution No. 16, Series 2022, A RESOLUTION OF THE TOWN OF SILT, COLORADO APPROVING THE SECOND AMENDED AND RESTATED ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE DIXON ANNEXATION (FORMERLY KNOWN AS DIVIDE CREEK CENTER) AND NOW KNOWN AS RISLENDE, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO</td>
<td>Action Item</td>
<td>Tab D Attorney Sawyer</td>
</tr>
<tr>
<td>7:55</td>
<td>Continued second reading of Ordinance No. 13, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING ZONING ORDINANCE NO. 9, SERIES OF 2013, AND ESTABLISHING PLANNED UNIT DEVELOPMENT ZONING FOR ANNEXED LAND FORMERLY KNOWN AS DIVIDE CREEK CENTER AND NOW COMMONLY KNOWN AS RISLENDE PLANNED UNIT DEVELOPMENT</td>
<td>Public Hearing</td>
<td>Tab E Attorney Sawyer</td>
</tr>
<tr>
<td>Time</td>
<td>Item Description</td>
<td>Action</td>
<td>Tab</td>
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<tr>
<td>8:10</td>
<td>Resolution No. 17, Series 2022, A RESOLUTION VOIDING RESOLUTION NO. 12, SERIES OF 2022 WHICH ALLOWED THE SPECIAL USE PERMIT FOR AN EMPLOYEE HOUSING UNIT AT LOT 94, SILT TRADE CENTER, WITHIN THE TOWN OF SILT, COLORADO</td>
<td>Action Item</td>
<td>Tab F</td>
</tr>
<tr>
<td>8:15</td>
<td>First reading of Ordinance No. 14, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, APPROVING THE SALE OF TOWN OWNED PROPERTY LOCATED ON HIGHWAY 6 &amp; 24 EAST OF THE KUM &amp; GO SERVICE STATION AND PROPERTY UNNEEDED FOR ANY GOVERNMENTAL PURPOSE</td>
<td>Public Hearing</td>
<td>Tab G</td>
</tr>
<tr>
<td>8:20</td>
<td>Resolution No. 18, Series 2022, A RESOLUTION OF THE TOWN OF SILT BOARD OF TRUSTEES TO AUTHORIZE THE TOWN ADMINISTRATOR TO APPROVE THE SALE AND EXECUTE CLOSING DOCUMENTS AND DEED FOR TOWN OWNED PROPERTY LOCATED AT 1007 HIGHWAY 6 &amp; 24</td>
<td>Action Item</td>
<td>Tab H</td>
</tr>
<tr>
<td>8:25</td>
<td>Continued first reading of Ordinance No. 11, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING CHAPTER 12.12 OF THE TOWN CODE TO ALLOW THE TOWN TO REQUIRE THE INSTALLATION OF CONDUIT AS A CONDITION OF AN EXCAVATION PERMIT (staff requests a continuance to the September 26, 2022 meeting)</td>
<td>Public Hearing</td>
<td>Tab I</td>
</tr>
<tr>
<td>8:45</td>
<td>Request to Purchase Out of Town Water Taps – 353 W Vista Drive – Joshua Wilson</td>
<td>Action Item</td>
<td>Tab J</td>
</tr>
<tr>
<td>9:05</td>
<td>Administrator and Staff Reports</td>
<td>Info Item</td>
<td>Tab K</td>
</tr>
<tr>
<td>9:10</td>
<td>Updates from Board / Board Comments</td>
<td></td>
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<tr>
<td>9:20</td>
<td>Executive Session – For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiation, and instructing negotiators under CRS Section 24-6-402(4)(e) – 1555 River Frontage Road</td>
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<tr>
<td>9:40</td>
<td>Adjournment</td>
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The next regularly scheduled meeting of the Silt Board of Trustees is Monday, September 26, 2022. Items on the agenda are approximate and intended as a guide for the Board of Trustees. “Estimated Time” is subject to change, as is the order of the agenda. For deadlines and information required to schedule an item on the agenda, please contact the Silt Town Clerk at 876-2353.
The Silt Board of Trustees held their regularly scheduled meeting on Monday, August 22, 2022. Mayor Richel called the meeting to order at 7:02 p.m.

Roll call

Present
Mayor Keith Richel
Mayor Pro-tem Kyle Knott
Trustee Justin Brintnall
Trustee Chris Classen
Trustee Samuel Flores (7:06 p.m.)
Trustee Derek Hanrahan
Trustee Jerry Seifert

Also present were Town Administrator Jeff Layman, Town Clerk Sheila McIntyre, Town Treasurer Amie Tucker, Public Works Director Trey Fonner, Chief of Police Mike Kite, Planner Mark Chain, Attorney Michael Sawyer and members of the public.

Pledge of Allegiance and Moment of Silence

Public Comments – There were no public comments.

Consent Agenda

1. Minutes of the August 8, 2022 Board of Trustees meeting

Mayor Pro-tem Knott made a motion to approve the consent agenda as presented. Trustee Seifert seconded the motion, and the motion carried unanimously.

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

Journey Home Animal Care Center – Fundraiser and Funding Support

Heather Grant was present to give the Board an update on their new building and go over the services that Journey Home provides. She also provided an impact statement of what they were able to do in 2021 as well as a schedule of fees for their services. Ms. Grant asked the Board to consider funding in the amount of $5000 to help them expand the programs and resources they offer to the community.

Kalli Wilson was also present to go over their upcoming Laugh Your Tail Off event adding that they would love representation there from local municipalities in support of their organization.
There was discussion by the Board and a consensus to be a Classic Sponsor to their event. The Board also stated that the $5000 request for operating expenses would be discussed during the budget season.

Mayor Pro-tem Knott made a motion to be a Classic Sponsor at the Journey Home Laugh Your Tail Off event in the amount of $1000. Trustee Hanrahan seconded the motion, and the motion carried unanimously.

Resolution No. 15, Series 2022, A RESOLUTION APPROVING THE SPECIAL USE PERMIT TO ALLOW FOR A BREWERY AND ASSOCIATED BOTTLING/PACKAGING FACILITY AT UNIT 4, 401 MAIN STREET, WITHIN THE TOWN OF SILT, COLORADO

Planner Chain went over his staff presentation for this special use permit request at 401 Main Street. He stated that this application is in compliance with the code and that staff recommends approval with the conditions listed.

There was additional discussion regarding water access to the food trailer. Attorney Sawyer recommended that the applicant touch base with staff regarding the liquor licensing. There was also discussion on whether the applicant should have the special use permit reviewed every two years and it was determined that it would not be necessary.

The public hearing was opened at 7:40 p.m. There were no public comments and the hearing was closed at 7:41 p.m.

Mayor Pro-tem Knott made a motion to approve Resolution No. 15, Series 2022, A RESOLUTION APPROVING THE SPECIAL USE PERMIT TO ALLOW FOR A BREWERY AND ASSOCIATED BOTTLING/PACKAGING FACILITY AT UNIT 4, 401 MAIN STREET, WITHIN THE TOWN OF SILT, COLORADO along with conditions 1-5. Trustee Classen seconded the motion, and the motion carried unanimously.

Continue first reading of Ordinance No. 11, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING CHAPTER 12.12 OF THE TOWN CODE TO ALLOW THE TOWN TO REQUIRE THE INSTALLATION OF CONDUIT AS A CONDITION OF AN EXCAVATION PERMIT (staff requests a continuance to September 12, 2022)

Attorney Sawyer asked for a continuance to allow staff more time to go over additional information.

Mayor Pro-tem Knott made a motion to continue first reading of Ordinance No. 11, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING CHAPTER 12.12 OF THE TOWN CODE TO ALLOW THE TOWN TO REQUIRE THE INSTALLATION OF CONDUIT AS A CONDITION OF AN EXCAVATION PERMIT. Trustee Brintnall seconded the motion, and the motion carried unanimously.

Resolution No. 16, Series 2022, A RESOLUTION OF THE TOWN OF SILT, COLORADO APPROVING THE SECOND AMENDED AND RESTATE ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE DIXON ANNEXATION (FORMERLY KNOWN AS
DIVIDE CREEK CENTER) AND NOW KNOWN AS RISLENDE, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

Attorney Sawyer gave his presentation stating that staff has worked through various provisions with the applicant and have reached agreement. He proceeded to go his memo highlighting the items that were discussed in more depth with the applicant regarding:

- Potable water irrigation
- Parkland dedication
- Trails on site
- Site plan review
- Approval of final subdivision plat
- Identifying internal streets, trails and pathways
- Trail phasing diagram and standards for construction

There was discussion regarding:

- Section 2.1 D – The installation of only an 8-foot trail on a 15-foot easement when the entire easement would be counted as parkland, and that only the 8-foot trail should be counted as parkland
- Section 202 A – Concerns that the $20,000 would only cover a traffic study and that there would never be a path under County Road 311
- Soft surface trails going down to the river and the risk of them washing out when there is high water
- Construction of the tunnel for the trail under the road and that it could be challenging and come with a large monetary obligation
- Other options for a safe pedestrian crossing across County Road 311
- Power lines being buried underground along the Frontage Road and having the developer bring back a cost estimate
- Adding to the agreement that the developer would be responsible for maintaining soft packed trails until they are changed to hard pack

Present tonight were applicants Doug Pratte and Mitchell Weimer to answer questions. Mr. Pratte stated that they could allow 10-feet of the trail to be counted towards the parkland dedication but that the other 5 feet would be needed for drainage on each side of the trail. Mr. Weimer stated that he understands the desire for the tunnel but that installing one would kill the project due to the cost. He suggested adding language to the agreement that states that when the bridge were to ever be replaced in the future that a tunnel could be addressed in an effort to assist with providing a safer crossing for pedestrians across County Road 311.

Applicant Dennis Carruth was also present and stated that they should all be focusing on how to get the best and safest pedestrian crossing at the County Road 311 intersection in conjunction with the regional trail. as a tunnel could be something that would not happen in the near future. He stated that he feels that their group should make a cash contribution to extend the concrete trail along the west side of County Road 311. He also spoke to the hard surface trail suggesting that a soft surface be installed up to the high-water mark.

Attorney Sawyer asked the Board to consider a brief recess to allow staff a chance to talk with the development team prior to making a motion.

The Board adjourned at 9:04 p.m. and reconvened at 9:22 p.m.
Attorney Sawyer stated that the applicant would like another two weeks to discuss the changes discussed tonight with their team. In the mean time staff would work on bringing back a final agreement for the Boards review at the next meeting. Mr. Pratte formally asked the Board for a continuance of the ARADA to the next meeting on September 12, 2022 so that they can go over the revised language based off of tonight’s discussion with their team and bring it back in final form.

Mayor Pro-tem Knott made a motion to continue Resolution No. 16, Series 2022, A RESOLUTION OF THE TOWN OF SILT, COLORADO APPROVING THE SECOND AMENDED AND RESTATED ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE DIXON ANNEXATION (FORMERLY KNOWN AS DIVIDE CREEK CENTER) AND NOW KNOWN AS RISLENDE, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO to the September 12, 2022 meeting. Trustee Brintnall seconded the motion, and the motion carried unanimously.

Second reading of Ordinance No. 13, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING ZONING ORDINANCE NO. 9, SERIES OF 2013, AND ESTABLISHING PLANNED UNIT DEVELOPMENT ZONING FOR ANNEXED LAND FORMERLY KNOWN AS DIVIDE CREEK CENTER AND NOW COMMONLY KNOWN AS RISLENDE PLANNED UNIT DEVELOPMENT

Planner Chain went over his staff report addressing the minor changes to the PUD guide that also included discussion on parking. There was some discussion regarding short-term rentals and Mr. Pratte stated that should the Town ever decide to limit the number of short-term rentals that they would comply and include any associated lodging tax.

Mr. Pratte adding that he still supports the 1.5 parking spaces for a 2-bedroom multi-family unit as opposed to staff’s request for 2 parking spaces. Mr. Carruth suggested 1.75 parking spaces and 2 parking spaces for 2- and 3-bedroom units respectively.

The public hearing was opened at 9:43 p.m. There were no public comments and the hearing was closed at 9:44 p.m.

Trustee Seifert made a motion to continue second reading of Ordinance No. 13, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING ZONING ORDINANCE NO. 9, SERIES OF 2013, AND ESTABLISHING PLANNED UNIT DEVELOPMENT ZONING FOR ANNEXED LAND FORMERLY KNOWN AS DIVIDE CREEK CENTER AND NOW COMMONLY KNOWN AS RISLENDE PLANNED UNIT DEVELOPMENT until the September 12, 2022 meeting. Trustee Classen seconded the motion, and the motion carried unanimously.

Resolution No. 14, Series 2022, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, TO OPT OUT OF THE COLORADO PAID FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM (FAMLI)

Administrator Layman went through his slide show presentation regarding declining participation in FAMLI. Staff is recommending that the Town decline employer participation as this option allows a local government to decline to pay the employer share of the premium, while still supporting employees who want to participate by voluntarily deducting and remitting the
employee share of the premium and corresponding wage data to the State every quarter. This allows employees to voluntarily opt into the program without having to worry about the administrative burden of remitting their own premiums and wage data every quarter. Administrator Layman added that public notice was given to all employee so that could attend tonight’s meeting.

The public hearing was opened at 9:59 p.m. There were no comments and the hearing was closed at 10:00 p.m.

**Trustee Brintnall made a motion to approve Resolution No. 14, Series 2022, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, TO OPT OUT OF THE COLORADO PAID FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM (FAML) with the condition that those employees who choose to opt in on their own would be supported by the Town and that the Town would collect and administer the dues for those employees. Trustee Classen seconded the motion, and the motion carried unanimously.**

**Mayor Pro-tem Knott made a motion to continue the meeting past 10:00 p.m. Trustee Brintnall seconded the motion, and the motion carried with Trustee Flores voting nay.**

**July 2022 Financial Report**

Treasurer Tucker went over the July 2022 financial report and answered questions.

**Administrator & Staff Comments**

Administrator Layman stated that he would be on vacation beginning Wednesday.

**Updates from Board / Board comments**

The Board thanked staff for the concert as well as their help with the Heyday celebration. They also thanked all of the volunteers who were involved in Heyday as well. Public works was thanked for the new path around 16th Street as well as their help with Heyday.

**Adjournment**

Mayor Pro-tem Knott made a motion to adjourn. Trustee Flores seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting at 10:06 p.m.

Respectfully submitted,                                    Approved by the Board of Trustees

________________________________________________________  ____________________________
Sheila M. McIntyre, CMC                                     Keith B. Richel
Town Clerk                                                  Mayor

B.O.T.8/22/2022 5
# TOWN OF SILT

## MEDICAL MARIJUANA AND/OR RETAIL MARIJUANA STORE BUSINESS LICENSE

### NEW ☐ RENEWAL ☒

<table>
<thead>
<tr>
<th><strong>Applicant Name:</strong></th>
<th><strong>Applicant Address and Phone Number(s):</strong></th>
<th><strong>Social Security # or FEIN:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Renee Grossman</td>
<td>314 Sopris Circle, Basalt, CO 81621</td>
<td>46-2296641</td>
</tr>
<tr>
<td></td>
<td>212-851-6448</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>dba (Doing Business As) Name:</strong></th>
<th><strong>Business Legal Name:</strong></th>
<th><strong>Business Phone Number(s):</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>High Q Silt</td>
<td>HQ LLC</td>
<td>970-876-4114</td>
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</table>

<table>
<thead>
<tr>
<th><strong>Business Mailing Address:</strong></th>
<th><strong>Physical Business Address and Zoning District:</strong></th>
<th><strong>Landlord Name &amp; Mailing Address:</strong></th>
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</thead>
<tbody>
<tr>
<td>314 Sopris Circle, Basalt, CO 81621</td>
<td>730 Main St, Silt, CO 81652 Zone B-1</td>
<td>HQ Holdings LLC 314 Sopris Circle Basalt, CO 81621</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th><strong>Business Manager and Date of Birth:</strong></th>
<th><strong>Business Manager’s Address and Phone #:</strong></th>
<th><strong>E-Mail:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Renee Grossman</td>
<td>314 Sopris Circle Basalt, CO 81621 212-851-6448</td>
<td><a href="mailto:renee@plumcompanies.com">renee@plumcompanies.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>US Citizen:</strong></th>
<th><strong>Business Owners Addresses and Phone #:</strong></th>
<th><strong>Owners’ Social Security Numbers:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>314 Sopris Circle Basalt, CO 81621 212-851-6448</td>
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<tr>
<th><strong>US Citizens:</strong></th>
<th><strong>Hours of Operation:</strong></th>
<th><strong>Days of Operation:</strong></th>
<th><strong>Business Square Footage:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>Mon-Wed 10AM-8PM</td>
<td>Mon-Sun</td>
<td>1,000 sq ft</td>
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<td></td>
<td>Thurs-Sat 10AM-10PM</td>
<td></td>
<td></td>
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<td></td>
<td>Sun 12PM-8PM</td>
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<tr>
<th><strong>Nature of Business (as you would like it described on your license):</strong></th>
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<tbody>
<tr>
<td>Retail Marijuana Store</td>
</tr>
</tbody>
</table>
**TYPE OF BUSINESS:**

- [ ] Medical Marijuana Store (requires a public hearing) – List of Products:
- [x] Retail Marijuana Store (requires a public hearing) – List of Products:
- [ ] Medical/Retail Marijuana Store (requires a public hearing) – List of Products:
  
  Marijuana, marijuana-infused products, CBD products, accessories

**TYPE OF OWNERSHIP:**

- [ ] Corporation
- [x] Limited Liability Company
- [ ] Partnership
- [ ] Sole Proprietorship
- [ ] Franchise
- [ ] Non-profit Corporation (attach IRS Letter of Determination)
- [ ] Other

**STATE LICENSES (COPIES MUST BE ATTACHED TO THIS APPLICATION, IF AVAILABLE):**

- State Medical/Retail Marijuana License #(s) 402R-00332
- FEIN # 46-2296641
- State Health Department License # n/a
- State Sales Tax # 29843485 (registered Silt as home base)

**REQUIRED DECLARATIONS:**

1. Has the applicant or any of the owners of this business been denied a medical marijuana or retail marijuana business or liquor license or similar State or local license, or had such a license suspended or revoked? If yes, please explain on a separate sheet of paper.

2. Has the applicant or any of the owners of this business been convicted of a felony or has completed any portion of a sentence due to a felony conviction within the past 5 years, or has the applicant or any of the owners completed any portion of a sentence for a conviction of a felony regarding the possession, distribution, manufacturing, cultivation or use of a controlled substance within the past 10 years? If yes, please explain on a separate sheet of paper.

3. Is the applicant and the owners or manager U.S. Citizens and Colorado residents of two years and twenty-one (21) years of age or older? If no, please explain on a separate sheet of paper.

4. Is the applicant or any of the owners a law officer and/or employee of the State or local licensing authority?

5. Has a transfer of capital stock, change in principal officers or directors, transfer of membership interest or managers occurred? See addendum

6. Does the business utilize any hazardous, toxic or flammable materials? If so, please list out which kind, quantities, and for what purpose.

7. Is your business a change of use or occupancy for this location? (If a change of use, then two sets of registered design professional stamped plans are required. Please go to: http://townofsilt.org to apply for a building permit.)

8. Will there be ANY remodeling or building alterations? (Please go to: http://townofsilt.org to apply for a building permit.)

9. If renewal, have you added any space to your previous square footage?

10. Will you be installing a new sign or changing an existing sign?
**Fee Schedule:**

1. New license application for medical/retail marijuana store. $5000.00
2. Renewal license application for medical/retail marijuana store. $2000.00

- A change of ownership requires a new license application and fee.
- A license must be obtained for each marijuana establishment location.
- A license is valid for one year

**Required Attachments:**

- Completed copy of the State Medical/Retail Marijuana application(s) (as submitted to the State)
- Copy of State Sales Tax License Application (renewal only if different)
- Copies of Articles of Incorporation or Partnership/Operating Agreements (renewal only if different)
- Lease or Deed for Premises, listing the business as the Owner or Lessee (renewal only if different)
- Floor plan diagram, drawn to scale, showing public medical/retail store area and private areas (offices, etc), as well as secured areas for marijuana storage. (renewal only if different)
- Completed fingerprint card(s) for applicant, manager, and all owners, with a cashier’s check or money order for $39.50 made payable to CBI for each card. (renewal only if different)
- All necessary Town fees, in checks payable to the Town of Silt.

**Required Approvals Prior to Issuance of Initial License:**

1. Town of Silt Community Development Department:

   Please contact the Community Development Department at 970-876-2353, ext. 108 to confirm zoning.

   ZONING District: ________________ Zoning Use Correct? □ Yes □ No
   Date of application ________________ Date of Planning Commission Hearing ________________
   Date of Notice in the Paper ________________ Date of Notice to 200’ property owners’ ________________
   Date of Board of Trustees Hearing ________________ Date of Approval ________________
   License and Certificate Issued? □ Yes □ No

   Does medical/retail store meet setback of 500’ from another licensed medical/retail marijuana store? □ Yes □ No
   Does medical/retail store meet setback of 500’ from private or public school, daycare or preschool that is located outside of a commercial zone district? □ Yes □ No
   Date of Board of Trustees public hearing ________________
   Date of Notice in the Paper ________________ Date of posting notice at establishment ________________
   Date of Approval ________________ Conforming Sign: □ Yes □ No

   □ Approved □ Denied □ Held
   Reason if held __________________________________________
   Zoning Administrator Signature: _____________________________Date: ____________________
   Comments: ____________________________________________
2. **Town of Silt Building Department:**

   Please go to: [http://townofsilt.org](http://townofsilt.org) or apply at Community Development Department for a building permit to schedule a medical/retail marijuana store building life safety inspection.

   [ ] Change of Location   [ ] Approved   [ ] Denied   [ ] Held

   Reason if held _________________________________________________________________

   Building Official Signature: ____________________________________________ Date: __________

   Comments:

3. **Town of Silt Police Department:**

   Town staff will contact the Town of Silt Police Department for review.

   [ ] Approved   [ ] Denied   [ ] Held

   Reason if held _________________________________________________________________

   Police Chief Signature: ____________________________________________ Date: __________

   Comments:

   **PLEASE READ CAREFULLY AND INITIAL THE FOLLOWING STATEMENTS:**

   [ ] 1. I have obtained and examined a copy of all ordinances pertaining to the regulation of marijuana, and I agree to abide by and conform to all of the conditions of any license issued to me thereunder. [http://townofsilt.org/ordinances/](http://townofsilt.org/ordinances/).

   [ ] 2. I understand an approved and issued business license is required to conduct business within the Town of Silt. I fully understand and will comply with all the rules and regulations of the State and the Town of Silt. It is my responsibility to acquire all necessary approvals for this application, and to submit a completed application annually with appropriate fees to the Town Clerk. Finally, this application is complete and correct to the best of my knowledge.

   [ ] 3. I will operate my establishment in a safe manner that does not endanger the public welfare, and will post all licenses in a conspicuous location at the marijuana establishment(s).

   [ ] 4. I understand that the Town accepts no legal liability in connection with the approval and subsequent operation of the medical/retail marijuana-based business.

   [ ] 5. I understand that by accepting a medical/retail marijuana business license issued pursuant to the ordinances of the Town of Silt, the licensee, jointly and severally if more than one, agrees to indemnify and defend the Town, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the medical marijuana business that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.
PLEAS SIGN AND DATE BELOW

Signature of Applicant

Renee S. Grossman
Managing Member
8/22/2022

Print Applicant Name
Title
Date

FOR OFFICE USE ONLY

☐ Paid ______________ Date of Completed Application ______________ Received by ______________

The Local Licensing Authority shall approve, deny, or conditionally approve a pending application within 45 days from the receipt of a completed application.

Inspections completed: Yes ☐ No ☐

Application Approved ☐ or Denied ☐

Clerk Signature ____________________________

If Denied, please state reason:

If Renewal and applicable, confirmed with Town Treasurer that sales tax has been collected ☐

Treasurer Signature ____________________________

Revoked or suspended ____________________________ Date ______________ by ______________

Reason:
HQ LLC (in orange) is 100% owned by HQ Rockies LLC, which is 100% owned by Plum Companies LLC. The following chart shows the corporate structure of Plum Companies LLC.
The following shows the ownership, including the CBOs of Plum Companies LLC.

<table>
<thead>
<tr>
<th>Ownership Structure</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Other Members</td>
<td>29.934%</td>
</tr>
<tr>
<td>Renée S. Grossman M19788</td>
<td>48.779%</td>
</tr>
<tr>
<td>Chandra Edwards Green M109552</td>
<td>12.298%</td>
</tr>
<tr>
<td>JAWS Mammoth LLC OE-000132</td>
<td>8.989%</td>
</tr>
<tr>
<td>Plum Companies LLC d/b/a Hava Companies LLC OE-000191</td>
<td>100%</td>
</tr>
<tr>
<td>HQ Rockies LLC OE-000190</td>
<td></td>
</tr>
</tbody>
</table>

Page 2 – Required Declarations #1

In January 2015, Renée S. Grossman, majority owner of Plum Companies LLC, which owns 100% of HQ LLC, was denied licenses to operate a Retail Marijuana Cultivation Facility and a Retail Marijuana Products Manufacturing Facility in Silt, CO.
Brieanna Kralick, Blair Kralick and Charles Ewart no longer work for the company, so they do not have control over the RMB; Robert L. Thomas and RLT Family Holdings dropped below 10% and are surrendering the owner badge.
STATE OF COLORADO
DEPARTMENT OF REVENUE

Marijuana
Enforcement Division

Regulated Marijuana
Conditional License

HQ, LLC
HIGH Q SILT
730 Main Street, Silt, CO 81652
Retail Marijuana Store - 402R-00332
License Issue Date: 10/01/2021
License Valid Through: 10/01/2022

This license is conditioned upon Local Authority approval, pursuant to section 44-10-305 C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Article 10, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described.

This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 1697 Cole Blvd., Suite 200, Lakewood, CO 80401. In testimony whereof, I have hereunto set my hand.

Dominique Mendiola, Division Director

Mark Ferrandino, Executive Director
STATE        COUNTY        CITY
COLORADO    GARFIELD    SILT

USE ACCOUNT NUMBER for all references
LIABILITY INFORMATION
ISSUE DATE
LICENSE VALID TO

29843485.0000     24-0042-007    L    100114     Dec    13    21    2023

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: HQ LLC
730 MAIN ST SILT CO 81652-8820

HQ LLC
ATTN: RENEE S GROSSMAN
314 SOPRIS CIR
BASALT CO 81621-5066

Executive Director
Department of Revenue

▲ Detach Here ▲

IMPORTANT INFORMATION

Now that you have your license, here's what you need to know:

• Use the letter ID above and go to Colorado.gov/RevenueOnline to set up your online access, manage your account, file electronic returns and submit payments. Paper returns will NOT be mailed to you.

• Both your sales tax return AND payments are due by the 20th day of the month following the end date of the reporting period in order to avoid any penalty and/or interest. Be sure you know what your filing frequency is in order to avoid missing due dates.
  • Monthly filer due dates: On the 20th day of the month following the reporting period end date.
  • Quarterly filer due dates: April 20th, July 20th, October 20th and January 20th.
  • Annual filer due dates: January 20th following the reporting period end date.

• If no sales were made during the reporting period, you are still required to file a return to report zero sales were made during the reporting period. Otherwise, the Department of Revenue will assess a non-filer estimate for tax.

• All licensed retailers are required to collect and remit all state-collected sales taxes based on the location where their products are delivered.

• State law requires you to collect sales tax from your customers solely for the purpose of remitting those taxes to the Colorado Department of Revenue. Businesses are entrusted with collecting and remitting taxes that belong to the State of Colorado and local jurisdictions.

• Your Colorado Sales Tax License must be displayed in a conspicuous place at your physical location.

• Your license must be renewed and the renewal fee paid at the end of the license period ending December 31 of odd-numbered years in order to maintain a valid license. Failure to renew your license will invalidate your license, but it won’t automatically close your account. In order to close your account and cease any future liability, you must file form DR 1102 with the Department of Revenue.

• Having a Colorado Sales Tax License gives you the privilege to purchase non-taxable items-for-resale. Items that you consume in the course of your business are not included in this privilege.

We strongly recommend that you set up your Revenue Online account as soon as possible in order to remain compliant.

If you have any questions regarding sales tax in Colorado, then please visit our website Colorado.gov/tax and click on “Education and Legal Research” for helpful FYIs, Regulations, Letter Rulings and Statutes. While there, you can also sign up for free Public Sales Tax Classes.

Thank you for registering with the Colorado Department of Revenue.
SUBJECT: Middle Colorado Watershed Council

PROCEDURE: Action Item
RECOMMENDATION: Approval / Authorization

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Middle Colorado Watershed Council (MCWC) is a local nonprofit dedicated to enhancing and protecting the water for all uses and for the environment. They provide a platform for collaborative, inclusive, and creative cooperation between a wide variety of stakeholders. MCWC is a cross-jurisdictional workspace for finding solutions to water related issues across the region, and for agricultural, municipal, recreational, and ecosystem users. MCWC's mission is to evaluate, protect and enhance the health of the middle Colorado River watershed, which is defined as the Colorado River from the head of Glenwood Canyon to DeBeque.

Paula Steep is the Executive Director of MCWC, she is here presenting tonight on the projects the MCWC have been involved in the directly benefits the Town of Silt and the local region. Staff recommends that the Town continues to support the MCWC as they have been a great asset to the Town.

PRESENTED BY: Director Fonner and Paula Stepp, Executive Director of MCWC.

DOCUMENTS ATTACHED: Power Point

TOWN ATTORNEY REVIEW [ ] YES [x] NO INITIALS ___

SUBMITTED BY: Trey H. Fonner, Public Works Director

REVIEWED BY: Sheila McIntyre, Town Clerk
Integrated Water Management Plan

- Pre and Post Fire Mitigation
- Municipal and Agriculture
- Water Quality
- Recreation
- Aquatic

- Silt Boat Ramp
- Silt Preserve
- Post Fire Water Quality Monitoring Water Treatment Plant
- Silt Water Conservancy District Pump Canal Repair
- Fish Passage/Irrigation Ditch Projects
- Gravel Pit Restoration
Silt Boat Ramp

- Two years of funding through CWCB Water Plan Grant.
- Expand access area to river and double parking lot size.
Silt Preserve

Water Rights
Dry Up Areas
Pond Restoration
Pond 8
Pond 9
Pond 10
Revegetation
Post Fire Restoration
Impacts on Downstream Communities

- Health and Safety of Citizens
- Public Water Systems
- Buildings/Infrastructure
- Highway and Rail Damage
- Agriculture Ditches and Headgates
- Recreation
- Transportation

Photos in this presentation courtesy of CDOT, City of Glenwood Springs, and MCWC
Post Fire Impacts to Water Treatment Plants

Data Drop Dashboard allows quick analysis of activity at multiple USGS sites as well as precipitation at rain gauge sites in Glenwood Canyon.
Adopt-A-Mile of the Middle Colorado River Supporting MCWC

Silt Town Board annual MCWC support $2,500 with an annual recommitment during budget process for three years: 2021, 2022, 2023

- MCWC River Restoration sponsorship: inclusion in all marketing materials, social media posts and on-site banner and acknowledgement
- Listing on the Adopt-A-River Donor Board at River Stop at the Rifle Rest Area
- MCWC newsletter listing as Adopt-a-River donor
- Listed as Adopt-a-River Donor in the MCWC Annual Report
- Highlighted on the donor page of MCWC website as Adopt-a-River Donor
- Featured in MCWC social media posts as Adopt-a-River donor
Questions?

Middle Colorado Watershed Council
Paula Stepp, Executive Director
pstepp@midcowatershed.org, 970-404-0162

Please visit our website: www.midcowatershed.org
Follow us on social media: @midcowatershed
August 18, 2022

TO: SILT BOARD OF TRUSTEES
FROM: TOWN ATTORNEY
RE: RISLENDE (F/K/A DIVIDE CREEK CENTER) AMENDED AND RESTATED ANNEXATION AND DEVELOPMENT AGREEMENT

As part of approving an amended PUD for the Rislende property, the Board of Trustees must also approve an amendment to the existing annexation and development agreement associated with the former Divide Creek Center PUD. During the July 25 Board meeting, we walked through proposed changes to the annexation and development agreement (that were identified in a chart) and took feedback from the Board. The result is the attached Second Amended and Restated Annexation and Development Agreement for your consideration. This memorandum highlights specific provisions that were discussed with the Board. Items identified in the chart which were not controversial are incorporated into the ARADA, are not addressed separately in this memorandum.

1. Section 2.1 D. deals with non-potable water irrigation. We have added a provision that allows the developer to request the Town to decree an additional well location for the property to provide raw water irrigation capacity. The cost will be reimbursed by the developer. The amount of raw water irrigation for the property remains capped at 4.6 acres. Additional domestic or irrigation EQRs of service could be purchased from the Town if consistent with Town policies.

2. Section 2.2 A deals with parkland dedication. Subsection 1 accepts as partial satisfaction of the parkland dedication requirement the dedication of a 15 foot trail easement along the frontage road. For the remaining 0.9 acres of parkland dedication, up to 50% can be met by paying cash-in-lieu fees to the Town as opposed to establishing parks on-site. The other 50% of the parkland requirement must be developed within the subdivision as active parkland areas. Subsection 2 deals with passive parkland dedication. This provision acknowledges that the dedication of the 12.3 acre River Parcel satisfies the obligation to create 0.6 acres of passive parkland areas.

3. Section 2.2. G. deals with trails on the site. Exhibit A identifies construction of a hard surface trail along the Frontage Road together with crossings to the west (Holiday Inn) and north (tunnel underpass). In lieu of the former obligation to construct a trail connector under County Road 311 bridge, the applicant will make a $20,000 contribution to the Town to extend a trail to connect with the existing trail behind Holiday Inn. The
$20,000 figure is based on a cap of the developer’s obligation to construct a trail under the bridge at $15,000 (which was then approximately adjusted for inflation). Construction of trails will be phased as the property is developed – however must be constructed no later than 5 years after the ARADA is approved. The developer will also provide easements (or fee dedication) for access to the river along County Road 311 and to the east of the BLM building.

4. Section 2.3 A deals with Site Plan review for parcels within the subdivision. This provision requires that site plans for all new construction for commercial or multifamily uses be reviewed by both the P&Z and the Board of Trustees.

5. Article 3.8 provides that the owner has 5 years from approval of the ARADA to obtain approve for a final subdivision plat. The developer hopes to do this much quicker.

6. We are still working on two exhibits. Exhibit B will identify the internal streets, trails and pathways that are private for maintenance purposes. Exhibit C is a trail phasing diagram that includes the general standards for trail construction. The parties are consulting about the trail construction standards for the hard surface trail along the frontage road and the soft surface trails to the river.
TOWN OF SILT
RESOLUTION NO. 16
SERIES OF 2022

A RESOLUTION OF THE TOWN OF SILT, COLORADO APPROVING THE SECOND AMENDED AND RESTATED ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE DIXON ANNEXATION (FORMERLY KNOWN AS DIVIDE CREEK CENTER) AND NOW KNOWN AS RISLENDE, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, The Board of Trustees ("Board") previously adopted Resolution 18 Series 2013 approving an Amended and Restated Annexation and Development Agreement for Land Formally Known as the Dixon Annexations 1 & 2, which was recorded in the public records of Garfield County at Reception No. 842785 ("ARADA"); and

WHEREAS, the owner of the property comprising the Dixon Annexations 1 & 2 (the "Property") has applied to the Town to amend the PUD zoning for the Property; and

WHEREAS, amendment of the PUD requires that various provisions in the ARADA be amended; and

WHEREAS, the Town and the owner of the Property desire to enter into a Second Amended and Restated Annexation and Development Agreement for the Dixon Annexation (Formerly Known as Divide Creek Center) and Now Known as Rislende ("Second ARADA").

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT:

1. The Second Amended and Restated Annexation and Development Agreement for the Dixon Annexation (Formerly Known as Divide Creek Center) and Now Known as Rislende, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, is approved; and

2. The Mayor and Town Clerk are authorized to sign the Second ARADA on behalf of the Town and directs the Town Clerk to record such Amendment upon full execution.

3. The Second ARADA shall control matters involving the annexation and development of the Property and shall supersede the original ARADA.
4. In the event that the Board of Trustees does not approve on second reading the amendment to the PUD zoning for the Property, the Second ARADA shall be null and void.

INTRODUCED, READ AND APPROVED at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on the 22nd day of August, 2022.

ATTEST: TOWN OF SILT

________________________________________  ______________________________________
Town Clerk Sheila M. McIntyre              Mayor Keith Richel
SECOND AMENDED AND RESTATED ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE DIXON ANNEXATION (FORMERLY KNOWN AS DIVIDE CREEK CENTER) AND NOW KNOWN AS RISLENDE

THIS SECOND AMENDED AND RESTATED ANNEXATION AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _______________ 2022, by and between the TOWN OF SILT, COLORADO, a Colorado municipal corporation (hereinafter the "Town"), and SILT 70 LLC, a Colorado limited liability company (formerly known as Stillwater Commercial LLC, a Colorado limited liability company) (hereinafter "Owner");

WITNESSETH

WHEREAS, on or about October 14, 2013, the Town Board of Trustees ("Board") approved Town of Silt Ordinance No. 9, Series of 2013 Ordinance was recorded in the Public Records of Garfield County on November 4, 2013 as Reception No. 842784 approving PUD Zoning and the Amended and Restated Annexation and Development Agreement for Divide Creek Center for approximately 51 acres of land located east of Road 311 and between the Colorado River and Interstate 70 hereinafter known as the "Property"; and

WHEREAS, on or about February 22, 2022, the Owner submitted an application to the Town to change the zoning on the Property from Planned Unit Development to Amended Planned Unit Development; and

WHEREAS, ON OR ABOUT February 22, 2022, the Owner submitted an application to the Town to amend and restate the Amended and Restated Annexation and Development Agreement; and

WHEREAS, the Town and Owner desire to enter into this Agreement to set forth their agreements in writing concerning the terms and conditions of annexation of the Property to the Town,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Owner agree as follows:

SECOND AMENDED AND RESTATED ANNEXATION AGREEMENT

ARTICLE 1.
ANNEXATION OF THE PROPERTY

ARTICLE 1.1 Purpose. The purpose of this Agreement is to fully amend and restate the terms and conditions of the ADA, as amended, and to set forth the terms and conditions for the annexation of the Property to the Town and use of the Property in the Town. Except as expressly provided for herein to the contrary, all conditions herein are in addition to any and all requirements concerning annexation and development contained in the Municipal Code of the Town of Silt (hereinafter "Town Code"), the Town of Silt Subdivision Regulations, the Municipal Annexation Act of 1965, as amended at C.R.S. 831-12-101 et seq., and other applicable laws.

ARTICLE 1.2. Project Name. The name of the project to be developed on the Property (previously known as the Dixon Annexation and as Divide Creek Center) is RISLENDE. The Property may be described herein as the RISLENDE PUD. Current and future applications, requests, and approvals for development and
construction on the Property shall refer to RISLENDE.

ARTICLE 1.3 Annexation Affirmed. The parties affirm the effect of Town of Silt Ordinance Nos. 8 and 21, Series 2007 that annexed the Property to the Town of Silt.

ARTICLE 1.4 De-Annexation. The provisions of this Agreement, as well as acceptable Town zoning of the Property, are material considerations of Owner's agreement to annex the Property to the Town. Therefore, in the event that (a) the Town fails to perform under the terms of this Agreement; (b) Owner is unable to obtain, either before or after annexation proceedings are complete, zoning approval which Owner, in its sole discretion, finds acceptable; or (c) Owner determines, in Owner's sole discretion, that any Impact Fees contemplated under this Agreement or as part of the submission of a site specific land use application with the Town make the development of the Property financially infeasible, Owner and the Town stipulate and agree, pursuant to C.R.S. §31-12-501, that it shall be in the best interest of the Town that the Property be de-annexed from the Town. In such event, the Town agrees to enact an ordinance effecting, and to take all other steps necessary to effect, the de-annexation. The Town further acknowledges and agrees that de-annexation is not prohibited by the Town Code and ordinances, and that the Town will not amend its ordinances to preclude a de-annexation permitted hereunder. If the Property is de-annexed, all land dedicated or otherwise conveyed to the Town prior to de-annexation shall remain within the Town limits and shall remain Town property, unless the Town shall re-convey such property to Owner by written instrument. Conversely, if the Property does not develop as contemplated in this Agreement, or subsequent agreements between the Town and the Owner, its heirs, successors or assigns, and the Town finds that de-annexation is in the Town's best interest, then the Owner shall not object to the Town's processing of a de-annexation ordinance for the property, provided that the Property has not developed with the utilization of water and wastewater services.

ARTICLE 2. CONDITIONS OF DEVELOPMENT

ARTICLE 2.1 Fees.

A. Deferral of Fees. Except as provided otherwise in the Agreement, the assessment of all annexation and development impact fees, including but not limited to Cost Recovery Fees, Construction Impact Fees, and Park and Recreation Impact Fees, (specifically excluding any and all annexation and zoning application fees incurred by the Town as a result of the review of the applications) shall be deferred until such time as Owner obtains approval from the Town for development of the Property in a manner or intensity different from the existing uses of the Property described in this Agreement. For purposes of this Section, development for each lot, tract, parcel, or phase shall be deemed to occur upon issuance by the Town of a building permit on that lot, tract, parcel, or phase. The timing of payment and amount of any such fees shall be determined by that version of the Municipal Code of the Town of Silt, Town of Silt Subdivision Regulations, and other applicable laws in effect at the time of building permit issuance for such lot, tract, parcel, or phase.

B. Construction Impact Fee. Notwithstanding the above provisions of Paragraph 2.1. A, the Construction Impact Fee applicable to the Property shall be payable as follows. First, the Construction Impact Fee shall be based on approximately 21 acres of platted building sites pursuant to final plats thereof. The amount of the Construction Impact Fee per acre shall be determined by the Code and shall be paid at time of issuance of building permit(s).
C. Treated Water and Wastewater System Improvement Fees. Owner shall pay all applicable treated water and wastewater system improvement fees based on the required amount of EQRs for development of the Property at the time of issuance of building permits, per the Code. Except as set forth below, with the permission of the Board, which permission may be granted in the Board's sole discretion, Owner may use potable water for irrigation purposes in such manner consistent with the Municipal Code.

D. Non-Potable Water Irrigation.

i. Prior to issuance of the first certificate of occupancy in Rislende (excluding the existing governmental office parcel east of the Property), Owner agrees to construct a non-potable irrigation water system in accordance with plans reviewed and approved by the Town of Silt as part of the initial final plat, minor subdivision, or Site Plan review for Rislende. Said non-potable water irrigation system may be completed in phases adequate to serve applicable phased development within the Property.

ii. Said non-potable irrigation water system shall use as its legal and physical source of supply Silt Well No. 2 as proposed by the Town of Silt in its Application for Adjudication of Water Rights, Change of Water Right, Plan for Augmentation, and for Confirmation of Rights of Appropriative Exchange, Case Number 07CW219, or such alternate legal source of supply, available at the physical location of Silt Well No.2, as the Town may designate from time to time.

iii. At Owner’s option, prior to the issuance of a certificate of occupancy for Tract 1 as indicated on the Rislende PUD plan, Owner shall construct a raw water irrigation system and well for Tract 1 using a new well to be adjudicated by the Town at this location. Pursuant to Article 2.2(H), below, the Town will obtain a water court decree for a well decreed to divert from Tract 1 and include the well in the Town’s plan for augmentation, with the costs of obtaining such decree reimbursed by Owner.

iv. Owner shall be solely responsible for the operation, maintenance, repair, and replacement of the physical infrastructure for the non-potable water system or systems, including the well and pump associated with Silt Well No. 2, which well and pump shall be located and constructed in the central portion of the Rislende project (i.e., near the common corner of Tracts 2, 5 and 6) and any well and pump associated with the irrigation system for Tract 1.

v. The well or wells shall include a meter capable of measuring the number of gallons pumped from the well. Owner shall provide the Town with monthly meter readings from the well (during the season that the well is in use) on an annual basis, or as otherwise requested by the Town. Owner may assign such operation, maintenance, repair and replacement obligations to a property owners association created to provide services to the Property. In the event Owner fails to maintain a meter and make regular readings, the Town may install and maintain meters, read the meters, or have readings done by a contractor, and Owner shall pay for the Town’s costs.

vi. Owner shall not be required to pay any Town of Silt raw water irrigation impact fee or raw water irrigation capacity development fee. Owner, and Owner’s assignees, shall not be required to pay to the Town any fee or assessment for the use of the legal water right and plan for augmentation associated with Silt Well No.2, as decreed in Case No. 07CW219 or a replacement legal water supply as may be designated by the Town.

E. Cost Recovery. Owner may be required to pay to third parties certain cost recovery to connect to existing water and sewer infrastructure. Because the exact number of EQRs of service to the Property will not be known until Site Plan or subdivision review for the various lots, tracts, parcels, and phases in the Rislende PUD, cost recovery for water and sewer connections shall not be due until issuance by the Town of a building permit.

F. Other Fees. Except as expressly provided for herein to the contrary, all conditions herein are in addition
to any and all requirements and fees concerning annexation, development and off-site impacts (including, but not limited to, traffic impacts) contained in the Municipal Code of the Town of Silt (hereinafter "Town Code"), the Town of Silt Subdivision Regulations, the Municipal Annexation Act of 1965, as amended at C.R.S. §31-12-101 et seq., and other applicable laws. The Town may adopt, without limitation, future impact fees, surcharges, special permit fees, special taxes or assessments, development fees, and/or tap fees, so long as such fees and taxes are exacted uniformly and non-discriminately on the Property as exacted throughout the Town. Notwithstanding the foregoing, nothing herein affects or shall affect the Town's ability to exact impact fees for different facilities from certain residents or as to certain geographical areas.

G. Real Estate Taxes. Until such time as the Town approves a site-specific plan for development of the Property, the Town will not object to the Property maintaining its agricultural use designation for purposes of real estate tax appraisal and assessment.

ARTICLE 2.2
Dedication Requirements.

A. Parkland Dedications. Owner acknowledges the Property is subject to Section 16.12.030 of the Code regarding Parkland Dedication for Planned Unit Developments. Owner's Parkland Dedication requirement shall be calculated based upon a maximum buildout of 72 units of multi-family (180 residents), 16 units of single family (56 residents), and 72 units of commercial/residential mixed use (180 residents), which amounts to a requirement of 2.91 acres of total parkland dedication. Under the Town Code, a minimum of 80% of this dedication requirement (2.3 acres) must be for active recreation purposes, including but not limited to ball fields, tennis courts, picnic sites, gazebos, boating areas, skateboard parks, basketball courts, playgrounds, and the like. Up to 20 percent (0.6 acres) shall be for passive recreation, such as open space, environmentally sensitive areas, or floodplain. To satisfy the requirements of the Town Code and this Agreement with regard to parkland dedication, Owner shall comply with the following:

1. Active Parkland Dedication. In partial satisfaction of the active parkland dedication requirement of 2.3 acres, Owner shall dedicate a 15’ public, nonexclusive easement for a regional hard-surface trail along the route depicted in Exhibit A to the Town at the time of recordation of the first final plat, minor subdivision, or Site Plan for the Property, whichever occurs first. The public trail on this easement shall be installed by Owner, pursuant to Section 2.2(G.1) below. This public trail easement shall satisfy 0.93 acres of Owner's active parkland dedication requirement. Owner shall dedicate 1.37 additional acres of active parkland as identified through the design review process for commercial and multifamily structures ("Site Plan") or the subdivision of residential lots, tracts, or parcels. Owner may satisfy up to 50% of this obligation (0.685 acres) through cash-in-lieu payments to the Town, calculated pursuant to Code Sections 16.04.530 through 16.04.550, due at the time of Site Plan review or final subdivision plat for residential lots, tracts, or parcels. Each Site Plan containing residential development that is reviewed and approved by the Town pursuant to this agreement shall contain some amount of dedicated active parkland that counts towards the satisfaction of the 1.37-acre active parkland requirement and no individual Site Plan shall be permitted to satisfy the active parkland requirement only through a cash-in-lieu payment.

2. Passive Parkland Dedication. In full satisfaction of Owner's passive parkland dedication requirement of 0.6 acres, Owner shall convey to the Town Tract 9 generally depicted on Exhibit A as the "River Parcel" (amounting to approximately 12.3 acres of land under the Colorado River) at the time of recordation of the first final plat, minor subdivision, or Site Plan for the Property, whichever occurs first. Nothing herein shall be interpreted as a public dedication of any other portion of the Property, including the shoreline or bed of the river under Tracts 3-7, which shall
remain privately owned.

3. **Future Island Disposition.** If a zone change is ever requested for the 3.9-acre parcel zoned PUD-EVC, indicated as Tract 6 on the PUD plan, then the Town may require a portion or all of the 15.1-acre island area zoned PUD-ISL, indicated as Tract 8 on the PUD plan, to be conveyed and dedicated to the Town as a condition of rezoning.

4. **Active Parkland Standards for Residential Uses.** Prior to the Town's approval of any Site Plan or subdivision for any lot, tract, or parcel that includes residential uses, Owner shall include plans for active parkland in the Site Plan or subdivision plat to meet the needs of residents, including children. Park equipment shall be paid for installed by Owner as part of Site Plan or subdivision plat approval, as directed by a subdivision or development improvements agreement, and shall include equipment such as a playground, jungle gym, swings, or other active recreational equipment.

**B. Water Rights Dedication.** The Town acknowledges that a predecessor of Owner has conveyed to the Town the four (4) shares in the Grand River Ditch Company that historically irrigated the Property. Prior to the dedication, a successor of Owner prepared and submitted to the Town a report by Zancanella & Associates dated June 20, 2007, and which describes historical consumptive use associated with irrigation using the four (4) Grand River Ditch shares, lagged return flows, the requirement to obtain a contract for a non-irrigation season water supply, the number of EQRs of municipal water service that can be provided to Owner based upon the dedication of the four (4) Grand River Ditch shares, and a contract for a non-irrigation season water supply. The Town has reviewed the Zancanella report and agrees that it represents an accurate discussion as to the historic consumptive use associated with the four (4) shares in the Grand River Ditch Company.

The Town agrees that Owner shall not be required to initiate and prosecute a water court case to quantify the historic consumptive use associated with Owner's four (4) shares or to change the point of diversion for the water right(s) associated with Owner's four (4) shares.

Town agrees to lease up to three (3) Grand River Ditch shares back to Owner to allow for the continued irrigation of the Property pending development of the Property. The number of shares subject to the lease shall be reevaluated with each final plat, minor subdivision, or Site Plan approved by the Town for the development of the Property. The Town shall continue to lease a proportional number of shares in the Grand River Ditch Company to Owner to allow for the continued irrigation of the Property so long as at least five (5) or more acres of land are potentially irrigable as pasture. In the event that the Property is de-annexed for any reason prior to the recordation of the first final plat, minor subdivision or Site Plan for the property, Town agrees to assign the four (4) shares back to Owner.

Owner shall be entitled to a credit against the Town's Water Rights Dedication requirement for 4.6 acres of raw water irrigation on the Property, together with 213 domestic EQRs. As part of the application for each building permit issued for the Property, Owner shall calculate the number of domestic EQRs to be served in the building(s). The Town shall review and approve Owner's calculation as being consistent with the Code. The Town shall then deduct the number of domestic EQRs from the credit described herein. For any domestic EQRs required for development of the Property in excess of 213 domestic EQRs, Owner, or the applicable site-specific property owner, shall pay the water rights dedication in-lieu fee as provided in the Code. Owner shall have the exclusive right to allocate the domestic EQR credits provided herein amongst the various lots, tracts, in Rislende. It is hereby acknowledged that Owner shall allocate up to 72 domestic EQRs to Use Area 2 (Tract 1) intended for development of multifamily housing. Owner shall allocate up to 0.75 acres of raw water irrigation credit to Tract 1 for the development of multifamily housing.
According to the Zancanella report, the seasonal stream depletion distribution for domestic and irrigation water uses at Rislende will be different than the historical irrigation stream depletion resulting in the need for a reservoir storage contract to replace winter depletions and loss of historical return flows. Resource Engineering determined, in a report dated 2/26/2009 that based upon the estimated irrigation of 4.6 acres and an estimated domestic EQR use of 213 EQRs, Owner is required to dedicate to the Town a reservoir contract in the amount of 14.5-acre feet (including transit losses). Owner and the Town agree that Owner shall pay to the Town an in-lieu fee to compensate the Town for use of a portion of the Reudi Reservoir contract that the Town has obtained. The parties agree that the in-lieu fee for the reservoir contract shall be $30,010.10, which fee shall increase by 3% per year and be due at recordation of the first final plat, minor subdivision or Site Plan for Rislende.

Upon compliance with the following, Owner shall be deemed to have complied with the Town's Water Rights Dedication Ordinance for all raw water irrigation for the Property, together with 213 domestic EQRs from the Silt Municipal Water System or the non-potable water irrigation system described herein: (a) dedication of the four (4) Grand River Ditch Company shares, (b) payment of the Reudi Reservoir contract in lieu fee described herein and (c) payment of treated water system improvement fees at such time and as provided for in the Code. Use of the EQRs provided for herein shall be consistent with the use restrictions contained in the Silt Municipal Code.

Other Obligations.

C. Flood Study. A predecessor of Owner has commissioned and paid for the preparation of a flood study for the Property. On August 31, 2009, FEMA issued its CLOMR for the Property, a copy of which has been provided to the Town.

D. Drainage Improvements. The Parties acknowledge that they previously agreed to undertake and pay for a portion of certain drainage improvements described in a letter agreement between the Town of Silt and Valley Farms, Inc. (dated August 7, 2001). The Parties subsequently entered into a Drainage Improvement Agreement dated September 25, 2006, and recorded November 17, 2006 at Reception Number 711358 in the records of Garfield County, Colorado, which agreement is incorporated herein by reference as it affects the Property.

The Parties agree that as part of any Site Plan review for the development of Tract 4 as identified in the PUD plan, Owner shall include a plan to construct storm water piping and/or swales to convey offsite drainage through the Property to the Colorado River (the “Tract 4 Drainage Plan”). Upon completion of the work specified in the Tract 4 Drainage Plan, Owner shall have fulfilled its obligations in full under the above referenced September 25, 2006 Drainage Improvement Agreement.

E. Processing and Other Town Fees. All reasonable fees and costs hereto incurred by the Town, including but not limited to reasonable planning, engineering, surveying, and legal services rendered in connection with the review, preparation, negotiation, resolution, and finalization of any annexation, zoning, and PUD or subdivision review of the Property by the Town, including recording fees, costs of legal publication, and any and all other out-of-pocket costs incurred by the Town shall be paid by the Owner. Interest shall be imposed at a rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the Town shall be entitled to collect reasonable attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid, if the Town succeeds in such collection.
Further, any fees that may be required by this Agreement and the Town Code to be paid by Owner shall continue to be an obligation of Owner, or subsequent lot, tract, or parcel owners, even if the Code provisions are declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the parties as a condition of annexation and, as such, Owner agrees that all such fees, whether in effect in the Town by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on them and as a condition of any development review. Owner further agrees not to contest the validity of such fees or any ordinance imposing such fees as they pertain to the Property. This obligation to pay such fees shall be a covenant running with the land and shall bind Owner and any party succeeding to any interest of Owner in and to any part of the Property which has not been granted final plat approval, and to any future lot, tract, or parcel owners.

F. Colorado Department of Transportation Access Permit. As required by CDOT, Owner agrees to apply for and obtain CDOT access permits as applicable for phased development of the Property. It is anticipated that said access permits, and accompanying notice to proceed documents, will specify those traffic mitigation improvements necessary to serve planned development of the Property. The Town hereby consents to be the applicant for CDOT access permit(s) for the Property, provided, however, that Owner shall be responsible to provide all application documents, including maps, cost estimates and traffic studies, and pay all fees and costs associated with obtaining such permits. Owner’s intent is to request two access permits from CDOT, which access points are anticipated to occur along the south side of River Frontage Road (1) between Tracts 2 and 3, and (2) between Tracts 1 and 2 as depicted on the Rislen Sketch Plan. If access (differing from what exists today) is ever required for Tract 4, such access would be on the easterly side of County Road 311 to align with the Holiday Inn access to the west.

G. Riparian Revegetation and Trails Improvement

1. Trails. In satisfaction of its obligation to provide public trail planning and construction under this Agreement and the Town Code, Owner shall construct the public trail system in the locations depicted on Exhibit A, including crosswalks, signage, lighting, and similar trail improvements as identified in an engineered trail plan to be submitted and approved as part of the preliminary plat application process. ("Public Trails"). In the event that the Property is developed without subdivision, a non-motorized public trail plan for development of the Public Trails shall be submitted for review and approval by the Town as part of a Site Plan review process prior to issuance of building permits. In either event, the Public Trails shall be specifically designed to connect to the following proposed trails: 1) proposed public trail on the east side of Road 311 which may be developed south over the Colorado River by other parties; 2) north of the property along River Frontage Road to connect through the Interstate-70 underpass, portions of which may be developed by other parties; (3) a loop through the property between Tracts 2 and 3, along the south side of Tracts 1 and 2, and along the east side of Tract 1. All internal streets, trails, pathways, and sidewalks shall remain private except for the Public Trails specifically identified on Exhibit B.

2. Offsite Connector Contribution. Owner shall pay Town an offsite trail connector improvement contribution fee in the amount of $20,000. This contribution fee shall offset the cost of infrastructure installed by Town or other parties to connect the Public Trails installed by Owner with the existing trail behind the hotel located on the west side of County Road 311. This fee shall be due at the time of Phase I trail construction described below, and in any even no later than the issuance of the first certificate of occupancy for the Property.

3. Phasing of Trails. Owner shall construct each trail in accordance with approved plans at its sole cost and expense in Phases and according to the standards and phasing increments attached as Exhibit C. Phase I shall be the trail along the south side of the frontage road and north of the property running
from the eastern edge of Tract 2 to the western edge of Tract 4 and then running south along the western edge of the property to the Colorado River, to include the connector to the I-70 pedestrian underpass tunnel and the pedestrian crossings over the frontage road and County Road 311. Phase I shall be constructed in accordance with the engineered plans by Owner at Owner’s cost prior to the issuance of a certificate of occupancy for any development on Tracts 2, 3, 4, 5, or 6. Phase II shall be the trail south of the frontage road and north of the Property running from the eastern edge of Tract 2 past the BLM parcel and the Colorado River to the eastern boundary of the Property, including the river access trail on the parcel to be dedicated and conveyed to the Town. Phase II shall be constructed by Owner at Owner’s cost prior to the issuance of a certificate of occupancy for any development on Tracts 1 or 7. Notwithstanding the deadlines in this section, Phase I and Phase II Public Trails shall be constructed by Owner at Owner’s cost no later than five years after the date of execution of this Agreement. As part of the preliminary plan, minor subdivision, or Site Plan submittal for the Property, whichever occurs first, Owner shall submit engineering documents and cost estimates for the trail improvements, and the responsibilities therefore shall be addressed in a Subdivision and Development Improvement Agreement (“SIA”). Completion of the Public Trails discussed herein and approved as part of the review of applicable preliminary plan(s), minor subdivision(s) or Site Plan(s), shall constitute Owner’s full compliance with trail planning and construction under this Agreement and the Town Code. The Public Trails in Phase I and Phase II shall be dedicated to the Town upon completion and acceptance thereof by the Town. Internal trails shall be owned and maintained by Owner or any property owner’s association established for the Property.

4. Access to River. Owner agrees to provide two access points to the Colorado River, as depicted on Exhibit A, one on the western boundary of the Property (included in Phase I of the Public Trails), and one at the eastern edge of the property, east of the BLM parcel (included in Phase II of the Public Trails). The trail on the western boundary of the Property shall initially be a soft-surface trail until such time that Tract 4 is developed. As part of the Site Plan review for Tract 4, the Town shall require that the trail be reconstructed as a hard surfaced trail, 4 feet in width, up to the edge of the high water mark. The trail on the eastern edge of the property shall be developed as a soft-surface trail. The exact locations and design standards for the trails shall be finalized as part of a preliminary plan or Site Plan review process.

5. Easements. Owner shall dedicate easements to the Town for public access as follows:

   a. Two easements for the river access trails, one for the western access trail (included in Phase I of the Public Trails), and one for the eastern access trail (included in Phase II of the Public Trails).

   b. A 15-foot-wide easement for the Public Trails along the northern and western boundary of the Property.

   c. An easement of approximately 25 feet by 25 feet at the southwestern corner of the property adjacent to the base of the current bridge over the Colorado River to facilitate a future pedestrian underpass or overpass.

6. Riparian Revegetation. As part of the subdivision process, Owner shall submit a riparian revegetation plan prepared by a wildlife biologist with specific expertise in this area. The Town may allow for a phased implementation of the riparian zone/transition zone revegetation plan as Owner obtains final plat, minor subdivision or Site Plan approval for development on the Property. The SIA shall detail the revegetation requirements and timeline for installation applicable to that portion of the Property.

H. Existing Well, New Well, and Septic. Owner has discontinued domestic use of the existing well and all use of the existing septic system and any associated leach field on the Property. Further, if and when Tract
4 is developed, Owner shall dispose of the septic tank and leach field in accordance with any applicable State or local laws at the time that the portion of the Property where the septic system and leach field are located are developed for a new use or new intensity of use. If and when the Property, other than Tract 1, is developed, Owner shall cap the existing well in accordance with state regulations and drill a new well on the property for the diversion of Silt Well No. 2 for raw water irrigation in accordance with the terms of Article 2.1(D), above. Within 120 days of approval of this Agreement, if directed by Owner, the Town shall apply for a water court decree for a new well on Tract 1 and shall include the well in the Town’s plan for augmentation, to facilitate the raw water irrigation system for Tract 1, in accordance with the terms of Article 2.1(D), above.

I. Utility Easement. A successor of Owner has granted an easement contiguous with the common boundary of the Property and the Interstate 70 Frontage Road, ten (10) feet in width, for the limited purpose of placing public utilities approved by the Town. The Town, in its reasonable discretion, may require additional easement(s) upon further platting.

J. Wetlands Delineation. Owner acknowledges that a wetlands delineation report(s) is required for the entire annexed parcel(s) formerly known as Divide Creek Center (now known as Rislende) and subject to this Agreement. As part of any application for subdivision exemption, preliminary plan, or Site Plan review, Owner shall submit to the Town a report prepared by a qualified wetlands consultant, delineating jurisdictional and non-jurisdictional wetlands, if any, on that portion of the Property that is the subject of the application. Further, Owner shall submit to the U.S. Army Corps of Engineers (“Corps”) such report(s) and apply for any applicable permits required by the Corps. If a wetlands delineation report was submitted and accepted by the Town as part of an application for subdivision exemption or preliminary plan, for final plat, minor subdivision or Site Plan for all or a portion of the Property, such a report shall be considered for subdivision or Site Plan review if for the same portion of the Property. It is acknowledged that a predecessor of Owner engaged Western Ecological Resources, Inc. of Boulder, Colorado to conduct wetlands delineation studies and reports and to file wetlands permit application to the U.S. Army Corps of Engineers. It is further acknowledged that the U.S. Army Corps of Engineers issued Nationwide General permit number (NWP) 39 dated January 15, 2009 authorizing proposed activity in approximately 0.233 acres of wetlands on the Property.

K. Undergrounding of Utilities. As part of any application for subdivision exemption, preliminary plan or Site Plan review, Owner shall provide plans for the undergrounding of all utilities. At preliminary plan or Site Plan review, the applicant shall include in the construction plans the installation of a conduit along the Frontage Road capable of hosting the existing electric distribution lines. Installation of the conduit as part of the subdivision or site plan improvements shall satisfy the Owner’s requirement to underground electric distribution lines.

ARTICLE 2.3. Site Plan Review and Application Requirements

A. Site Plan Review. Prior to the issuance of any building permit on all Rislende parcels, tracts, or lots, all new construction for commercial and/or multifamily uses (defined as three or more units within one building or upon one lot) as described in the Rislende PUD shall require Site Plan review by the Planning Commission and Site Plan approval by the Board of Trustees, regardless of whether the Town Code would otherwise require Site Plan review for such use in any applicable zone district. For each Site Plan required, Owner shall submit a Site Plan that complies with the requirements of Silt Municipal Code Sec. 17.42.055.
ARTICLE 3. DEVELOPMENT OF THE PROPERTY

ARTICLE 3.1 Existing Use of the Property. Owner discloses the following existing uses of the Property, as further described herein, including, but not limited to:

A. Irrigated agricultural lands, including surface irrigation of hay and crop grasses and livestock grazing. Prior to development, Owner may request, and the Town may consider a storage-type use to support agricultural uses on the Property; provided, however, that Owner proves to the reasonable satisfaction of Town that any such structure is not detrimental to health, life and safety.

B. Town agrees that the uses of the Property described in Section 3.1(A) above are considered allowed uses of the Property even if such uses may be non-conforming under the Town code. Such non-conforming uses may remain as long as such uses are not expanded or replaced with other uses not approved by the Town.

C. Owner agrees that Owner's expanded use or change in the nature or character of the use of the Property, different from the uses described in Section 3.1(A) above, will be subject to all applicable and then existing rules and regulations of the Town. The parties agree that Owner may develop (expand or change the nature or character of use) a portion of the Property independent of developing the entire Property. If Owner develops only a portion of the Property, the uses described in Section 3.1(A) above may continue, unabated, on the remaining portion(s) of the Property. All future expansion of or use of the Property not described in Section 3.1(A) above shall be subject to Town regulations, and no approvals of such expansion or use are implied in this Agreement.

D. Prior to such connection to the Town's systems, Owner shall file all necessary applications and pay all required fees (unless otherwise stated in this Agreement) for such connection to Town services and facilities as provided in this Agreement.

E. As part of a final approval for a change in use of the Property, Owner shall be required to connect the Property to the Town's water and sewer systems. Prior to such connection to the Town's system, Owner shall file all necessary applications and pay all required fees (unless otherwise stated in this Agreement) for such connection to Town services and facilities.

F. Owner shall be subject to cost recovery provisions benefiting the RE-2 School District or any other entity for any water or sewer improvements already constructed by the School District that benefit the Property.

ARTICLE 3.2 Zoning and Comprehensive Plan.

A. Simultaneous with approval of this Agreement, Owner is submitting for Town approval PUD zoning for the Property, which PUD zoning modifies currently approved Planned Unit Development zoning.

B. For purposes of complying with the Colorado River Corridor District provisions in the Town's Comprehensive Plan, the Town agrees that the maximum setback shall be as described in the PUD.

ARTICLE 3.3 Issuance of Building Permits.

Prior to the issuance of any building permit for a structure that only contains residential units, Owner shall undertake to subdivide the land that will be used exclusively for residential units from the remainder of the Property. Said subdivision shall be consistent with location of residential-only structures described in the PUD zoning for the Property.
ARTICLE 3.4 Subdivision Improvement Agreements. The Town and Owner agree that phased Subdivision Improvement Agreements or Development Agreements shall be executed at the time of approval of each applicable final plat, minor subdivision or Site Plan for Rislende.

ARTICLE 3.5 Landscaping. Owner agrees to maintain the Property in a neat and orderly manner. Owner shall regularly remove trash from the Property, conduct appropriate weed maintenance activities, and mow grass or brush areas at least once per year. Upon site-specific development, Owner shall submit a landscaping plan in conformance with the Code for the Town's review and approval.

ARTICLE 3.6 Vested Rights.

A. The Town shall not initiate any zoning or land use action which would alter, impair, prevent, diminish, or impose a moratorium on development, or otherwise unreasonably interfere with any of Owner's rights set forth in this Agreement.

B. Notwithstanding the foregoing, the establishment of vested property rights under this Agreement shall not prevent the Town from enacting and enforcing (i) fees of general applicability as contemplated by Section 2.1, above, and/or (ii) regulations of general applicability (including, but not limited to, building, fire, plumbing, electrical and mechanical codes, including the preliminary plat and final plat subdivision requirements under the Town Code and other Town rules and regulations), except where the approved plans for development of the Property or state or federal regulations provide otherwise, as all of such regulations exist on the date of this Agreement or may be enacted or amended after the date of this Agreement.

C. The term of the vested rights granted under Article 3.6 of this Agreement shall be ten (10) years from recordation date of this Agreement.

ARTICLE 3.7 State and Federal Law.

This Agreement shall not preclude the application to the Property or the proposed project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations (“Changes in the Law”). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law, and the Town and Owner shall take such action as may be required pursuant to this Agreement. Not in limitation of the foregoing, nothing in this Agreement shall preclude the Town from imposing on Owner any fee specifically mandated and required by state or federal laws and regulations. Notwithstanding the foregoing, all required county, state and federal permits shall be obtained prior to development.

ARTICLE 3.8 Project Phasing. Rislende is a phased project with three or more filings contemplated. The public improvements for Rislende shall be constructed in accordance with an applicable phase SIA.

Owner shall have five (5) years from the date of approval of this Agreement by the Town to fulfill the requirements described above and record a final plat, minor subdivision, or Site Plan for one or more lots, tracts, or parcels in Rislende.

ARTICLE 4. REPRESENTATION AND COOPERATION
ARTICLE 4.1 Owner Representations. All written representations of Owner set forth in its annexation petition, annexation plat, zoning application, and related documents shall, if accepted by the Town, be considered incorporated into this Agreement as if set forth in full herein. Notwithstanding their incorporation by reference, the Town makes no representation about the accuracy of such documents.

ARTICLE 4.2 Cooperation in the Event of Legal Challenge. If any legal or equitable action or other proceeding is commenced by a third party challenging the validity of any provision of this Agreement, Owner and the Town agree to cooperate in defending such action or proceeding, and in connection with any such action or proceeding, the Town shall bear its own expenses and Owner shall bear Owner's expenses. Unless the Town and Owner otherwise agree, each party shall select its own legal counsel to represent it in connection with any such action or proceeding. Nothing in this Article 4.2 shall be deemed as extending or waiving the applicable statute of limitations.

ARTICLE 5. DEFAULT & REMEDIES

ARTICLE 5.1 Breach by Owner. In the event of any default or breach by Owner of any term, condition, covenant or obligation under this Agreement, the Town may take such action as it deems necessary to protect the public health, safety, and welfare, to protect lot, parcel, or tract buyers and builders, and to protect the citizens of the Town from hardship.

A. Remedies. The Town's remedies for a default or breach by Owner include:

1. The refusal to issue to Owner any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described in Subparagraph (2) below has been recorded;

2. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Administrator or his designee, stating that Owner has breached the terms and conditions of this Agreement (hereinafter, an “Affidavit of Breach”). At the next scheduled Board meeting, the Board shall either approve the filing of said Affidavit of Breach or direct the Town Administrator to file an affidavit stating that the breach, or default, has been cured (hereinafter, an "Affidavit of Cure"). Upon the recording of an Affidavit of Breach, no further lots, tracts, or parcels may be sold within the Property until an Affidavit of Cure is approved by the Board, and executed and recorded by the Town Administrator;

3. A demand that the security given for the completion of the public improvements be paid or Honored;

4. The refusal to consider further development plans within the Property; and/or

5. Any other remedy available at law.

B. Notice to Owner. Unless necessary to protect immediate health, safety and welfare of the Town or Town residents, the Town shall provide Owner thirty (30) days written notice of its intent to take any action under this Section 5.1 during which thirty-day period Owner may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described in this Section has been recorded with the Garfield County Clerk and Recorder, any person dealing with Owner shall be entitled to assume that no default by Owner has occurred hereunder unless a notice of breach has been served upon Owner as described above, in which event Owner shall be expressly responsible for informing any such third party of the claimed default by the Town.
C. Owner Responsibility for Costs. Owner shall be responsible for all attorney's fees and other professional fees, including but not limited to consultant fees, administrative fees and charges, and out-of-pocket costs the Town incurs directly or indirectly as a result of any breach of this Agreement by Owner.

ARTICLE 5.2 Breach by Town.

A. Events Constituting Breach by Town. Agreement shall be defined as:

1. Any zoning or land use action by the Town which would alter, impair, prevent, diminish, impose a moratorium on development or vested rights, or unreasonably delay the development or use of the Property as described in this Agreement prior to annexation or any future approved site specific development plan, and specifically excluding any non-discriminatory regulatory actions, inaction, or circumstances beyond the reasonable control of the Town; or

2. The Town's failure to fulfill or perform any material obligation of the Town contained in this Agreement.

3. The Town taking any action to abate or terminate any of the current uses described in this Agreement.

B. Owner's Remedies. If any default by the Town under this Agreement is not cured as described herein, Owner shall have the right to pursue the defaulting party's remedies allowable by Colorado law, subject to the limitations herein. Owner shall have the right to enforce the Town's obligations under this Agreement by an action for any available equitable remedy, including, without limitation, specific performance or mandatory or prohibitory injunction. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement. Town shall be responsible for all attorney fees other professional fees, including but not limited to consultant fees, administrative fees and charges, and out-of-pocket costs the Owner incurs directly or indirectly as a result of any breach of this Agreement by Town.

ARTICLE 6. GENERAL PROVISIONS

ARTICLE 6.1 Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

ARTICLE 6.2 Findings. The Town hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare, and that the provisions of this Agreement are consistent with the Comprehensive Plan.

ARTICLE 6.3 Provisions Exclusive. The Town and Owner acknowledge and agree that this Agreement contains all basic requirements of Owner concerning the provision of water and sewer service to the property, raw water irrigation, open space, and park land dedication, trails, utilities, infrastructure, water rights dedications and other matters expressly addressed under this Agreement. Additional specifications and regulations shall be imposed upon Owner during the zoning and subdivision process with regard to these enumerated items.

ARTICLE 6.4 Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out the provisions and intent of this Agreement.
ARTICLE 6.5 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

ARTICLE 6.6 Covenants Running With the Land. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Further, the terms and conditions of this Agreement shall constitute a covenant running with the land.

ARTICLE 6.7 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the parties hereto that: (i) the subject development is a private development; (ii) the Town has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that Town accepts the same pursuant to the provisions of this Agreement or subsequent SIA; and (iii) the Town and Owner hereby renounce the existence of any form of agency relationship, joint venture or partnership between Town and Owner and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between Town and Owner.

ARTICLE 6.8 Notices. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt, provided that such transmissions received after 5 p.m. on any business day or at any time on a holiday or weekend shall be deemed received on the following business day. All notices by mail, if sent to the proper address as set forth below, shall be considered effective upon the date stamped on the return receipt. Either party, by notice so given, may change the address or phone number to which future notices shall be sent.

ARTICLE 6.10 Force Majeure. Performance by either party of its obligations hereunder (other than for payment of money or other financial obligations) shall be excused during any period of “Permitted Delay”: as hereinafter defined. For purposes hereof, Permitted Delay shall mean delay beyond the reasonable control of the party claiming the delay including, but not limited to (i) acts of God, including but not limited to earthquakes, floods, fire, weather conditions that are abnormal for the period of time and could not have been reasonably anticipated, and other natural calamities; (ii) civil commotion, (iii) riots, (iv) strikes, picketing or other labor disputes, (v) shortages of materials or supplies, (vi) damage to work in progress by reason of fire, floods or other casualties, (vii) failure, delay or inability of the other party to act, provided, however, that Town's failure to take a discretionary action shall not be a Permitted Delay for Owner; (viii) vandalism, or (ix) delay caused by restrictions imposed or mandated by government entities other than the Town.

ARTICLE 6.11 Expenses. In connection with the Town's review and approval of this Agreement, Owner shall pay the amount of any expenses incurred by the Town upon thirty (30) days written notice by the Town specifying said expenses. In addition, Owner shall pay all reasonable costs incurred by the Town for fees and expenses of outside consultants in connection with the implementation of this Agreement, including, but not limited to, document and planning reviews, advice and assistance to the Board or administration or any agency of the Town, election matters and other issues after approval of this Agreement by the Board. Outside consultants shall include but not necessarily be limited to Town staff, attorneys, engineers and planners. Owner shall also timely pay to the Town all appropriate standard processing, application and permit fees of general applicability charged by the Town pursuant to the Town Code in connection with Owner's development of the Property, including, without limitation, the Town's standard processing or other fees for preliminary plat and final plat approvals, building permits and the like. In addition to the foregoing,
Owner agrees to reimburse the Town for any expense incurred in connection with an election or ballot issue concerning the Property.

ARTICLE 6.12 Waiver of Defects. By executing this Agreement, Owner waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Owner as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

ARTICLE 6.13 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the Town and Owner.

ARTICLE 6.14 Captions. The captions in this Agreement are inserted only for convenience and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

ARTICLE 6.15 Invalid Provisions. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

ARTICLE 6.16 Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

ARTICLE 6.17 Attorneys' Fees; Survival. Should this Agreement become the subject of litigation between the Town and Owner, the prevailing party shall be entitled to attorneys' fees and costs of suit actually incurred, including expert witness fees. All rights concerning remedies and/or attorney's fees shall survive any termination of this Agreement.

ARTICLE 6.18 Authority. Each person signing this Agreement represents and warrants that he, she, or they is/are fully authorized to enter into and execute this Agreement, and to bind the party represented to the terms and conditions hereof.

ARTICLE 6.19 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written,

TOWN OF SILT, COLORADO

By: ________________________
    Mayor
ATTEST

By: __________________________
    Town Clerk

STATE COLORADO       )
                      ) ss
COUNTY OF GARFIELD   )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___

  day of ___________________, 2022 by _________________________, as Mayor and
______________________________, as Town Clerk for the Town of Silt, Colorado.

Witness my hand and official seal

My commission expires:

______________________________

NOTARY PUBLIC

______________________________

APPROVED AS TO FORM:

By: __________________________

Michael J. Sawyer, Esq.

SILT 70 LLC

By: __________________________

Dennis Carruth, Manager

STATE OF COLORADO      )
                       ) ss
COUNTY OF EAGLE       )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___
day of ___________________, 2022 by _______________________, as Manager of Silt 70 LLC, a Colorado limited liability company.

Witness my hand and official seal

My commission expires:

_____________________________

NOTARY PUBLIC

_____________________________
Exhibit C - Trail Phasing

Rislende Planned Unit Development

SITUATED IN SECTION'S 10 AND 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST, OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF SILT, COUNTY OF GARFIELD, STATE OF COLORADO.

Exhibit Prepared August 26, 2022

Trail Phasing

When Tract 1 is developed the regional trail through Tract 1, across BLM, and to the east property line including all ADA crossings with signage will be developed. The east river footpath will also be developed when Tract 1 is developed.

When Tract 2, 3, 4, 5, 6, or 7 is developed, the regional trail west of Tract 1 to CR 311 including all ADA crossings with signage will be constructed and the west river footpath will be developed to the river.

Rislende Regional Trail Connection

The Rislende Regional Trail Connection will consist of an 8’ wide asphalt or concrete hard surface with a 1’ wide gravel shoulder on each side and appropriate drainage. The surface course, base course, and subbase course details for the trail will be developed per the guidelines of the Bureau of Reclamation. Additionally, appropriate signage along the trail will be developed at CR 311, at the forehead road connection to the I-70 pedestrian underpass, and at all Rislende road intersections. These details will also be developed at the time of Preliminary Plan Review.

River Access Footpath

The River Access Footpaths will be developed in accordance with Section 2.2 a, 4 of the Amended and Restated Annexation and Development Agreement.
MEMORANDUM

TO: Mayor Richel and Members of the Silt Board of Trustees

FROM: Mark Chain, Planner  M C

DATE: September 7, 2022

RE: Continued Public Hearing – September 1, 2022

- PUD Ordinance
- PUD Guide

Tonight is the continued second reading of Ordinance 13, Series of 2022 which approves the new, PUD zoning and the PUD Zoning Guide for the Rislende PUD, formerly the Divide Creek Center. Action related to the Second Amended and Restated Annexation and Development Agreement is being handled as a separate agenda item.

I’ve updated the ordinance to reflect the new date for the second reading. No other changes were made to the ordinance itself. I am including a CLEAN version of the PUD Guide which accepted all the changes that you made over the process. As you remember from the meeting of August 22, you made no changes to the PUD Guide and you did reaffirm that you wanted 2 parking spaces per 2-bedroom multifamily residential unit and 1 parking space per studio or 1 – bedroom unit.

I am including the memo from the last meeting for your information which shows you some of the changes that were made to the PUD guide from the time between the first reading of the rezoning ordinance and the 2nd reading.

I will be away on September 12 but Mike Sawyer should be able to answer any questions that you may have.
MEMORANDUM

TO: Mayor Richel and Members of the Silt Board of Trustees

FROM: Mark Chain, Planner  

DATE: August 17, 2022

RE: Rislende – Continued Public Hearing – August 22, 2022

- PUD Ordinance
- PUD Guide
- Second Amended and Restated Annexation and Development Agreement

Tonight is a continued Public hearing for the Rislende the PUD Rezoning and Sketch Plan. We hope to have final approval of the PUD Zoning Document itself, the second reading of the Ordinance approving the PUD Rezoning as well as finalize the Second Amended and Restated Annexation and Development Agreement.

There has already been one Board meeting partly devoted to the issues and content contained in the Second Amended Agreement for Annexation and Development. We continue to refine the language as we discuss all the issues that have been identified by Staff, Planning Commission, and the Board with the Development Team. Michael Sawyer and I will lead this discussion with you. Some of these items are being resolved as we speak. We will identify items that have changed in the Agreement, important items that have been resolved with the applicant and walk you through remaining items that are critical and not 100% resolved.

Related to the Zoning, we are including an updated PUD Zoning Document for the project in “strike-through” version so you can see the changes that have been made since the last meeting. They are:

Parking for multi-family residential units (Tract 1). You indicated on August 8 that the parking requirement for 2-bedroom multifamily units should be increased to 2.0 spaces/unit rather than 1.5 sp/unit. We have made that change. The applicant does not support that change and we should talk this through and resolve it. I have thought through some of the issues related to this standard and can also propose an alternative if you wish to go in that direction.

Marijuana. We have made changes to the text that eliminate retails marijuana and similar uses including cultivation, processing, and “clubs”. That addition is Section 1.E on page 6.
Parking clarifications. We have also reviewed prohibitions on the parking/storage of abandoned vehicles, unlicensed vehicles etc. and have made tweaks where we thought it was necessary.

Ordinance 13-2022. Assuming we get through the discussion related to the Amended Agreement and the PUD document itself to your satisfaction, the final item on the 8/22 agenda should be to approve the Second Reading of Ordinance No. 13-2000. A copy is attached.

Michael and I will be happy to answer questions at the meeting.
TOWN OF SILT
ORDINANCE NO. 13
SERIES OF 2022

AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING ZONING ORDINANCE NO. 9, SERIES OF 2013, AND ESTABLISHING PLANNED UNIT DEVELOPMENT ZONING FOR ANNEXED LAND FORMERLY KNOWN AS DIVIDE CREEK CENTER AND NOW COMMONLY KNOWN AS RISLENDE PLANNED UNIT DEVELOPMENT

WHEREAS, the Local Government Land Use Control Enabling Act of 1974, Section 29-20-101, et seq., C.R.S.; Article 23 of Title 31, C.R.S., and other applicable laws grant broad authority to the Town of Silt, Colorado ("Town") to plan for and regulate the development and use of land on the basis of the impact thereof on the community and surrounding areas; and

WHEREAS, the Town approved Ordinance No. 8, Series of 2007, on July 9, 2007, annexing the Dixon Annexation #1 parcel into the Town; and

WHEREAS, the Town approved Ordinance No. 21, Series of 2007, on July 9, 2007, annexing the Dixon Annexation #2 parcel into the Town; and

WHEREAS, the Town approved Ordinance No. 18, Series of 2007, on July 9, 2007, approving B-2 Highway Business District zoning for the property; and

WHEREAS, the Town approved a subdivision exemption for a portion of the Dixon Annexation property pursuant to Town of Silt Resolution 51-2007 to be used as a government office building and Owner has sold the same to a third-party, which parcel is not affected by this Ordinance; and

WHEREAS, Rislende Planned Unit Development constitutes the Dixon Annexation property, less the property subdivided for a government building, which property is described as Exhibit A and which property is the subject of this Ordinance (referred to as the "Property"); and

WHEREAS, the Town received an application from Applicant on or about August 15, 2013, requesting to amend the Dixon Annexation B-2 Highway Business District zoning; and

WHEREAS, on or about August 15, 2013, Applicant has also submitted a request to amend the Annexation and Development Agreement for the Dixon Annexation, which Agreement was entered into on July 9, 2007, by and between the Estate of Roger McFarland Dixon and the Town of Silt; and

WHEREAS, the Town approved Ordinance No. 9, 2013, on October 14, 2013 approving PUD Zoning for the Divide Creek Center; and

WHEREAS, the Town approved Resolution No.18, Series of 2013 on October 14, 2013 approving an Amended and Restated Annexation and Development Agreement for the Divide Creek Center;
and,

**WHEREAS**, on or about March 4, 2022 August Group LLC applied for a PUD Rezoning and a Sketch Plan for the property now known as the Rislende Planned Unit Development; and

**WHEREAS**, the Town of Silt Planning and Zoning Commission considered the PUD Rezoning application for the property at duly noticed public meetings on May 3 and May 17, 2022 and reviewed various staff memoranda, and recommended to the Board approval of the Application; and

**WHEREAS**, the Town of Silt Board of Trustees held duly noticed public hearings on June 27, July 11 and July 25, 2022 where they reviewed various staff reports memoranda related documents; and

**WHEREAS**, at its August 8, 2022 meeting, the Board determined that the proposed PUD zoning for the Property is consistent and in conformity with the existing pattern of zoning within the Town, with the Town's annexation plan, with the Town's Comprehensive Plan, as amended, and that the proposed zoning will allow the Property to be developed in an efficient and economical manner, as required by the Planned Unit Development Act of 1972 set forth in C.R.S. §24-67-101, et seq.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT:**
Section 1. Findings of Fact. The Board incorporates the following recitals as findings and determinations, and conclusively makes all of the Findings of Fact, Determinations, and Conclusions contained herein.

Section 2. PUD Approval/Conflicting Provisions of Code. The Property shall be considered, and is hereby zoned, as a Planned Unit Development, and the Zone Districts created by this Ordinance shall be governed in conformity with the regulations and conditions stated herein. The provisions of the ordinances of the town that conflict with the provisions of this ordinance shall not apply to the property except as otherwise noted herein.

Section 3. Zoning Ordinance Applies. Except as hereinabove provided, all provisions of the zoning, subdivision, and other ordinances of the Town of Silt, Colorado shall be applicable to the property.

Section 4. Planned Unit Development Zoning. The subject property shall be considered, and is hereby zoned, as a planned unit development and the zone districts created by this ordinance shall be governed in conformity with the regulations contained in this ordinance. The PUD regulations are attached as Exhibit B and shall be known as the PUD guide for the Rislende the Property.

Introduced, read and approved on Second reading, a public hearing, the 22nd day of August, 2022.

Town of Silt

________________________
Mayor Keith B. Richel

Attest:

________________________
Town Clerk Sheila M. McIntyre, CMC
EXHIBIT A LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE EV/2 OF SECTION 10 AND W1/Z OF SECTION 11. TOWNSHIP & SOUTH, RANGE 9Z WEST OF THE 6TH P. M., COUNTY OF GARFIELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAD SECTION 11. THENCE S. 00 DEGREES 35'02' E. ALONG THE WESTERLY BOUNDARY OF SAID SECTION 11 A DISTANCE OF 1,901.80 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF INTERSTATE 70. THE POINT OF BEGINNING:


11.634.21 FEET AND A CENTRAL ANGLE OF OZ DEGREES 27'03" A DISTANCE OF 197.66 FEET (CHORD BEARS S. 87 DEGREES 26'49" E. A DISTANCE OF 497.63. FEE] TOA REBAR AND ILLEGIBLE CAP IN PLACE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10,028.50 FEET AND A CENTRAL ANGLE OF 00 DEGREES 18"24", A DISTANCE OF 53.70 FEET (CHORD BEARS S. 85 DEGREES 19'32" E A DISTANCE OF 53.70 FEET) TO THE POINT OF BEGINNING.
EXHIBIT B

PUD GUIDE
SECTION 1. PLANNED UNIT DEVELOPMENT ZONE TEXT.

A. PUD OBJECTIVES:

The objectives of the proposed Planned Unit Development are as follows:

1. Develop a high quality, attractive, and economically viable commercial/residential mixed-use center that
   a. Is complementary to the Town of Silt and the region
   b. Provides necessary goods and services to the Town of Silt and outlying areas while at the same time provides financial benefits to the Town and employment opportunities for the local population
   c. Is harmonious with the natural landscape and enhances the scenic qualities of the property
   d. Provides innovative design that encourages cluster development, creates open space opportunities, protects sensitive areas of the property and respects wildlife habitat and riparian areas
   e. Is in general conformance with the Comprehensive Plan and conforms to the goals and policies of the Town of Silt
   f. Provides opportunities for both passive and active parkland activities for residents and visitors

2. Create a residential component to the development that provides housing opportunities for residents of the Town of Silt in close proximity to commercial and recreational land uses

3. Ensure that high quality design standards are planned and implemented throughout the development

B. USE AREAS AND ZONES

The following Use Areas and Zones shall be applied to Rislende:

1. Use Area 1

   PUD-CMU (Commercial/Residential Mixed Use). The CMU zone is intended to provide a balance of residences and commercial spaces to support a work-live environment.

   PUD-LRM (Lodging/Residential Mixed Use). The LRM zone is intended to provide supporting lodging and accessory buildings for the events center and also allow flexibility for potential single-family riverfront residences.
PUD-EVC (Events Center). The Events Center zone is intended to provide flexible indoor and outdoor spaces for a wide array of events, such as weddings, corporate events, private celebrations, and business conferences.

PUD-ISL (Island Area). The Island Area zone is intended to provide for outdoor leisure uses related to Rislende’s commercial operations and events.

PUD-RIV (River). The River zone encompasses the portion of the Colorado River within the parcel’s boundaries.

2. **Use Area 2**

PUD-MFR (Multi-Family Residential). The MFR zone is intended to provide for multi-family residences.

C. **ZONE REGULATIONS – USE AREA 1**

**Commercial / Residential Mixed Use (PUD-CMU):**

1. **Permitted Residential Uses**
   a. Multi-family units including but not limited to apartments, rowhouses, townhouses, and condominiums, but excluding mobile homes
      i. Including those with three or four units per building or upon one lot
      ii. Including those with five or more units per building or upon one lot
   b. Loft residences (residential units above commercial space)

2. **Permitted Commercial Uses**
   a. Banks or financial institutions, including title companies, investment companies, or credit unions
   b. Bakeries
   c. Breweries and bottling facilities
   d. Clothing establishments, excluding those establishments requiring outside storage, such as thrift stores
   e. Coffee roasting facilities
   f. Convenience stores, excluding gasoline pumps, but may include a food establishment
   g. Flex Spaces, defined as a building with some combination of office, retail, and light manufacturing/assembly/R&D. (Example: a high-tech carbon sequestration company with spaces to develop, assemble, store, and sell.) Such flex spaces shall contain a minimum of 30% office and/or retail/showroom space
   h. Furniture restoration and/or refinishing facilities, including upholstery
   i. Grocery stores
   j. Health care facilities, including wellness, physical therapy, nutrition and general medical clinics, health clubs, and fitness centers
   k. Liquor stores, taverns, or bars whereby the majority of business is derived from the sale of alcohol
   l. Plant nurseries whose sales are minimum fifty (50) percent retail
m. Personal service establishments including, but not limited to, barber shops, beauty shops, tanning salons, etc.

n. Recreational establishments (indoor) including, but not limited to bowling alleys and swimming pools

o. Restaurants, delicatessens, fast food establishments or any establishment providing prepared food, including serving of alcoholic beverages as a secondary sale

p. Retail establishments where transactions take place on premises, but not requiring open storage

3. Permitted Office Uses
   a. Governmental or non-profit administrative offices, fire stations, police stations, and post offices
   b. Offices for the conduct of professional businesses (e.g., accountant, attorney), including flexible office (co-working) space, and not including home occupations
   c. Scientific (research, testing, or experimental) laboratories

4. Permitted Lodging Uses
   a. Hotels, motels, and lodges, but excluding extended stay facilities

5. Permitted Public/Institutional Uses
   a. Automobile parking lots and structures (public or private), as an accessory use to a business and/or building located on same lot or an adjacent lot and further limited to passenger cars and light trucks and excluding wrecked, inoperable, unlicensed or unsightly vehicles
   b. Child care facilities for ten or more children, when state licensed
   c. Community centers
   d. Theaters, clubs, museums, libraries or other indoor congregational facilities
   e. Parks (public or private), playgrounds and related facilities (e.g., gazebos, picnic facilities and/or restroom facilities)

6. Permitted Agricultural Uses
   a. Agricultural activity and sale of vegetative products grown on premises
   b. Growing and harvesting of pasture grass and hay is permitted as a temporary use while the PUD property is in transition from Agriculture to PUD. Once a portion of the PUD property is developed, agricultural use will be discontinued on that portion of the PUD property. At such time as there exists fewer than two acres of undeveloped property, agricultural use will be discontinued on all of the PUD property without obtaining written consent of the Town.
   c. Plant materials and nursery facilities which may include fenced and screened outdoor storage that does not exceed 2,500 square feet total in the PUD

7. Permitted Accessory Uses
   a. Accessory (customary) buildings and structures, including non-commercial workshops and greenhouses
   b. Beekeeping
8. **Land Use Guidelines**
   a. Units may be completely residential or completely non-residential, per the permitted uses listed above
   b. Within the PUD, non-residential density shall be limited to 50% of gross square footage (as one example: a 10,000 sf commercial unit must balance with at least 10,000 sf of residential)

**Lodging / Residential Mixed-Use (PUD-LRM):**

1. **Permitted Residential Uses**
   a. Single-family dwelling units, but excluding mobile homes ("single-family dwelling unit“ means a detached dwelling unit arranged, designed, and intended for occupancy of one (1) family upon one (1) lot, or a unit within a duplex structure)
   b. The single-family residential density shall not be more than 4 units per acre

2. **Permitted Public/Institutional Uses**
   a. Amphitheaters, gazebos, picnic shelters, public restrooms
   b. Automobile parking lots and structures (public or private), as an accessory use to a business and/or building located on same lot or an adjacent lot and further limited to passenger cars and light trucks and excluding wrecked, inoperable, unlicensed or unsightly vehicles

3. **Permitted Lodging Uses**
   a. Hotels, motels, and lodges, but excluding extended stay facilities

4. **Permitted Accessory Uses**
   a. Additional dwelling units, when proposed as secondary to an approved single family residential unit
   b. Accessory (customary) buildings and structures, including non-commercial workshops and greenhouses
   c. Beekeeping

**Events Center (PUD-EVC):**

1. **Permitted Events Uses**
   a. Events facilities

2. **Public/Institutional Uses**
   a. Amphitheaters, gazebos, picnic shelters, public restrooms
   b. Automobile parking lots and structures (public or private), as an accessory use to a business and/or building located on same lot or an adjacent lot and further limited to passenger cars and light trucks and excluding wrecked, inoperable, unlicensed or unsightly vehicles
3. **Permitted Accessory Uses**
   a. Accessory (customary) buildings and structures, including non-commercial workshops and greenhouses, but excluding those structures used for residential dwelling purposes

4. **Permitted Lodging Uses**
   a. Lodges, but excluding extended stay facilities

**Island Area (PUD-ISL):**
1. The Island Area zone is intended to provide for outdoor leisure and uses related to Rislende’s commercial operations and events.
2. The Island Area zone may be improved with open lawn/natural grass areas and general clean-up, but will be otherwise maintained in a natural state. Above-ground non-permanent facilities (such as gazebos, picnic tables, food trucks, portable restrooms, decking, tents, and awnings) or utilities are permitted.
3. The Island Area zone will also support occasional private events such as dinners, celebrations, and performing arts events such as plays or music concerts.
4. The Island Area zone will remain private, with no regular public access, although events facilities and island spaces may be opened to the public for special events and occasions.

**River (PUD-RIV):**
1. The River zone encompasses the portion of the Colorado River within the parcel’s boundaries.
2. Allowed uses within the River zone include fishing and river recreation

**D. ZONE REGULATIONS – USE AREA 2**

**Multi-Family Residential (PUD-MFR):**
1. **Permitted Residential Uses**
   a. Multi-family units including but not limited to apartments, rowhouses, townhouses, condominiums, but excluding mobile homes
      i. Including those with three or four units per building or upon one lot
      ii. Including those with five or more units per building or upon one lot
      iii. Not more than 72 units total within the Use Area
      iv. The multifamily density shall be not less than twelve (12) units per acre and not more than 20 units per acre.
2. **Permitted Commercial Uses**

   a. Accessory (customary) buildings and structures, including non-commercial workshops, bicycle storage and repair, mail delivery, and greenhouses
   
   b. Automobile parking lots and structures (public or private), as an accessory use to a business and/or building located on same lot or an adjacent lot and further limited to passenger cars and light trucks and excluding wrecked, inoperable, unlicensed or unsightly vehicles

3. **Permitted Lodging Uses**

   a. Hotels, motels, and lodges, including extended stay facilities

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**E. FORBIDDEN USES - ALL USE AREAS**

All Marijuana land uses including cultivation, sales, processing, and clubs as defined in the Colorado Revised Statutes or the Silt Municipal Code are prohibited.

**Section 2. General Development and Dimensional Standards.**

The general development standards for Rislende PUD shall be as set forth below. If not otherwise specified in this document, a development standard shall rely upon Silt’s Municipal Code for definition.
## A. PUD ZONE STANDARDS

### SUMMARY OF DIMENSIONAL STANDARDS

<table>
<thead>
<tr>
<th>Item</th>
<th>MFR</th>
<th>LRM</th>
<th>CMU</th>
<th>EVC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Standards</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot area, min.</td>
<td>Per Plat</td>
<td>8,500 SF</td>
<td>12,500³</td>
<td>Per Plat</td>
</tr>
<tr>
<td>Maximum Density Residential</td>
<td>20 units/ac.</td>
<td>4 units/ac.</td>
<td>16 units/ac.</td>
<td></td>
</tr>
<tr>
<td>Maximum Density Lodging</td>
<td>Per Site Plan Review</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum Lot Coverage</td>
<td>70%</td>
<td>60%</td>
<td>70%</td>
<td>70%⁴</td>
</tr>
<tr>
<td>Maximum density - Commercial</td>
<td></td>
<td></td>
<td>20,000 sf/ac.</td>
<td>20,0000 sf/ac.</td>
</tr>
<tr>
<td>Setbacks, Minimum⁵</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
</tr>
<tr>
<td>Side</td>
<td>5 ft.</td>
<td>0 ft.</td>
<td>10 ft.</td>
<td>0 ft.</td>
</tr>
<tr>
<td>Rear</td>
<td>20 ft.</td>
<td>0 ft.¹</td>
<td>10 ft.</td>
<td>10 ft.</td>
</tr>
<tr>
<td>Building Standards</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Height, Maximum, Principal bldg.</td>
<td>35 ft.</td>
<td>25 ft.²</td>
<td>40 ft.</td>
<td>40 ft.</td>
</tr>
<tr>
<td>Minimum distance between structures</td>
<td>10 ft.</td>
<td>Per site plan Review</td>
<td>10 ft.</td>
<td>10 ft.</td>
</tr>
<tr>
<td>Minimum Unit Size (residential)</td>
<td>450 SF</td>
<td>800 sf</td>
<td>450 SF</td>
<td></td>
</tr>
<tr>
<td>Minimum unit size (Lodging)</td>
<td></td>
<td>400 sf</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum Building Size</td>
<td></td>
<td>30,000 SF</td>
<td>30,000 SF⁴</td>
<td></td>
</tr>
</tbody>
</table>

### Notes:

1. Rear yard setback is 0 feet for both primary and/or accessory structure.
2. Height may be 35 feet if there is upper-level residential or entire building is lodging facility.
3. Does not govern subdivision of the building and to convey able units upon subdivision/condominium approval. Such a lot may be smaller.
4. Or as modified through Site Plan Review.
5. Generally, multi-family residential, commercial building and event center buildings are measured from perimeter of overall parcel, not from between structures.
B. MINIMUM SETBACKS
1. From Frontage Road – building setback of 30 feet, parking setback of 15 feet, or as modified by site plan approval
2. From County Road 311 – building setback of 20 feet, parking setback of 10 feet, or as modified by site plan approval

C. OPEN SPACE / PARKLAND
1. The Rislende PUD Zone shall provide open space and/or parkland in an amount of at least twenty-five percent (25%) of the total project acreage to serve the project's residents and/or occupants.

D. LANDSCAPING
1. Minimum landscaped area as a percentage of total disturbed lot area shall be 18%, or as modified by site plan approval

SECTION 3. PARKING STANDARDS

A. Dimensional Standards
1. Dimensional standards for individual parking spaces shall be as provided in Title 17 of the Silt Municipal Code.

B. Off-Street Parking Requirements

<table>
<thead>
<tr>
<th>Uses</th>
<th>Required Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td></td>
</tr>
<tr>
<td>Studio Unit</td>
<td>1.0/unit</td>
</tr>
<tr>
<td>1 bedroom unit</td>
<td>1.0/unit</td>
</tr>
<tr>
<td>2 bedroom unit</td>
<td>2.0/unit</td>
</tr>
<tr>
<td>3 bedroom or more</td>
<td>2.0/unit</td>
</tr>
<tr>
<td>Lodging</td>
<td></td>
</tr>
<tr>
<td>Lodge/motel/hotel</td>
<td>1.0/rental unit</td>
</tr>
<tr>
<td>Events</td>
<td></td>
</tr>
<tr>
<td>Event facility</td>
<td>1.0/200 SF - GFA</td>
</tr>
</tbody>
</table>
SECTION 4. SITE PLAN REVIEW PROCESS

A. Intent.

All new construction for commercial and multifamily development will go through the Site Plan Review Process defined by Chapter 17.42 of the Silt Municipal Code, as amended. For this PUD, the Site Plan Review Process will be identical to that defined in the Silt, Colorado Municipal Code with the exception that there shall be an additional public hearing in front of the Board of Trustees as the final decision-making body. This process is noted below.

B. Process.

1. Pre-application conference with Town Staff
2. Submittal of Site Plan Review application per requirements outlined in the Silt, Colorado Municipal Code, as amended
3. Public hearing in front of the Planning Commission
4. Public hearing in front of the Board of Trustees

C. Uses Subject to Site Plan Review Process

Permitted uses requiring a site plan review - All new construction for commercial and multifamily (defined as three or more units within one building or upon one lot) permitted uses as described in this PUD require a site plan review per Application and Review requirements in the Silt, Colorado Municipal Code.

D. Items that can be modified as part of the Site Plan Review Process
Lot Coverage or maximum building size in the PUD – EVC (Events Center) Zone District

E. Effect on PUD if Site Plan Review Process in Silt, Colorado Municipal Code changes

Various Design criteria for multifamily residential and commercial structures as contained in Chapter 17.42 of the Silt, Colorado Municipal Code, as amended shall apply to the Rislende PUD unless they specifically conflict with standards contained in this PUD guide. If the town eliminates these Site Plan Review Process from its zoning and land use code, the site plan review process in effect at the time of the elimination shall govern any required site plan reviews in the future.

Section 5. Definitions

Lot Coverage - The portion of a lot that is covered or occupied by buildings and structures. Lot coverage does not include areas such as driveways, parking, or walkways; nor does it include cantilever construction so long as the cantilever construction is at least 8 feet above the ground.

Section 6. Environmental Standards.

As part of the Rislende PUD approval process, the applicant/developer has conducted a wetlands delineation, Colorado River floodplain evaluation, and wildlife inventory and obtained all permits and approvals required by the Town of Silt, the U.S. Army Corps of Engineers, FEMA, and other governmental authorities.

All development in Rislende shall be conducted with awareness of the surrounding environment and with attention to Best Management Practices, sustainability, and conservation of water and other natural and manmade resources.

Section 7. Zone District Maps.

By the adoption of this Ordinance, the Town has brought the Property under the Town's zoning ordinance and, by the adoption of this Ordinance, has authorized the amendment of the Town's zone district maps to include the Property. The Town's zone district maps are currently on file at the Silt Town Hall, in accordance with the Colorado Revised Statutes.


The provisions of this approved PUD shall govern the development of the Rislende of property. If there are any conflicts with the provisions of Title 16 and 17 of the
Municipal Code the PUD standards shall supersede. If the PUD does not address certain items in Title 16 and 17 of the municipal code, provisions of the Municipal Code shall apply.
MEMORANDUM

TO: Mayor Richel and Members of the Silt Board of Trustees

FROM: Mark Chain, Planner

DATE: September 7, 2022

RE: Resolution No.17 – Series of 2022

In May of this year the Board approved Resolution No. 12- Series of 2022 which approved a special use permit for an accessory residential apartment on Lot 94 of the Silt Trade Center. The applicant was Jaeger Land LLC. Randy Jaeger of Jaeger Land LLC no longer wishes to include the residential unit in his development plans.

Staff thinks it is best to have a resolution which repeals that approval – which is tied into Resolution number 12. The number of residential accessory units in the Silt Trade Center is limited in number and to a certain series of lots and we think it is not wise to have a unit which counts against those totals if it will not be built. Repealing Resolution 12 and the rights to build that residential unit is the best way to proceed in our opinion.

**Recommended motion:** I move to adopt Resolution 17 – Series of 2022 which are repeals Resolution number 12 – 2022 along with the rights to build that accessory residential unit.
A RESOLUTION VOIDING A RESOLUTION NO. 12- SERIES OF 2022 WHICH ALLOWED THE SPECIAL USE PERMIT FOR AN EMPLOYEE HOUSING UNIT AT LOT 94, SILT TRADE CENTER, WITHIN THE TOWN OF SILT, COLORADO

WHEREAS, Jaeger Land, LLC submitted an application for a special use permit (“Application”) on or about April 1, 2022 requesting that they be allowed to construct a 1500 ft.² shop with an approximately 625 square-foot accessory residential apartment in the Silt Trade Center, within the Town of Silt, Colorado (“Town”); and

WHEREAS, Ordinance No. 19-2008, an ordinance amending and restating the Lyon Subdivision PUD Guidelines allows certain lots within the Trade center to be able to accommodate two residential units as a use by right; and

WHEREAS, Ordinance No. 19-2008 does allow other lots to apply for a residential unit via the approval of a special use permit; and

WHEREAS, Town staff processed the Application and forwarded the Application as well as staff comments about the Application in various memoranda to the Town Planning and Zoning Commission (“Commission”); and

WHEREAS, the Commission reviewed and discussed the Application at its regular meeting on May 3, 2022; and

WHEREAS, the Commission recommended to the Board of Trustees (“Board”) that the request be granted and that a special use permit be issued with conditions as stated in the staff report; and

WHEREAS, the Board held a public hearing concerning the approval of the Application and special use permit at the Board’s regularly scheduled meeting on May 23, 2022 and approved the Special Use Permit; and

WHEREAS, the Board of Trustees of the Town of Silt adopted Resolution No. 12 – Aeries of 2022 approving the Special Use Permit to allow a 625 square-foot accessory residential unit; and

WHEREAS, Jaeger Land LLC has decided to not build the accessory residential unit and has submitted a building permit application which does not show any residential construction on the lot; and
WHEREAS, the Board finds that it is in the public interest to eliminate this accessory residential unit as an approved unit in the Silt Trade Center as the number of residential accessory apartments are limited in number in that PUD; and

WHEREAS, the Board finds that it is in the public interest to repeal Resolution No. 12 – Series of 2022 which allowed such residential accessory unit.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT Resolution No. 12 – Series of 2022 is voided and that the rights to a residential accessory apartment for Lot 94 of the Silt Trade Center are hereby repealed.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on the 12th day of September, 2022

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC
AN ORDINANCE OF THE TOWN OF SILT, COLORADO, APPROVING THE SALE OF TOWN OWNED PROPERTY LOCATED ON HIGHWAY 6 & 24 EAST OF THE KUM & GO SERVICE STATION AND PROPERTY UNNEEDED FOR ANY GOVERNMENTAL PURPOSE.

WHEREAS, the Board of Trustees (“Board”) of the Town of Silt (“Town”) has the power pursuant to C.R.S. § 31-15-103 to make and publish ordinances for carrying into effect certain powers and duties that are necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort and convenience of the Town and the inhabitants thereof; and

WHEREAS, the Board has the power pursuant to C.R.S. §§ 31-15-101(d) and 31-15-713(1)(b) to sell and dispose of, by ordinance, real property owned by the Town and not used or held for any governmental purpose; and

WHEREAS, Section 10-1 of the Town’s Home Rule Charter (“Charter”) grants the Town full authority, power and control over all Town-owned property, including the power and authority to sell such property; and

WHEREAS, pursuant to Section 1-2(a) of the Charter, the Board of Trustees (“Board”) of the Town of Silt has the power to dispose of real property and may enter into such contracts as necessary, convenient or appropriate; and

WHEREAS, Section 1-6 of the Charter provides that the Board’s disposition of any municipally-owned real estate shall be by ordinance; and

WHEREAS, the Town is the owner of real property located at 1007 Hwy 6 & 24, Silt, Colorado (“Property”), the Property has a legal description as set forth in Exhibit 1; and

WHEREAS, the Board has determined that it is in the best interest of the Town to sell the Property; and

WHEREAS, the Town has negotiated a Contract to Buy and Sell Real Estate for the Property (the “Contract”) with the Buyer, North Point Construction and Development, LLC, dated April 5, 2022. Such Contract is attached hereto as Exhibit 2, and incorporated herein by reference; and

WHEREAS, the Contract is contingent on the Board’s approval of the Contract; and

WHEREAS, the Board has reviewed the Contract and desires to approve it; and
WHEREAS, the Town gave proper and timely published and/or posted notice of the dates and times of the public hearings at which the Board considered this ordinance; and

WHEREAS, the Board has determined that the adoption of this ordinance is necessary and proper to provide for the safety, health, prosperity and order of the Town.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT THAT:

SECTION 1

The Board hereby approves the sale of the Property pursuant to the terms of the Contract to Buy and Sell Real Estate, attached hereto as Exhibit 2.

SECTION 2

All ordinances heretofore passed and adopted by the Board of Trustees of the Town of Silt, Colorado are hereby repealed to the extent that said ordinances, or parts thereof, are in conflict herewith.

SECTION 3

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

INTRODUCED, READ AND APPROVED ON FIRST READING following a public hearing, this 12th day of September 2022, and a continued public hearing this 26th day of September 2022 at 7:00 PM in the municipal building of the Town of Silt, Colorado.

PASSED, APPROVED ON SECOND READING, ADOPTED AND ORDERED PUBLISHED IN FULL following a public hearing this 26th day of September, 2022.

TOWN OF SILT

ATTEST: Mayor Keith Richel

__________________________
Town Clerk Sheila M. McIntyre, CMC
Exhibit 1
Property Description

Lots 1 through 18 inclusive and portions of Lots 17 through 20, Block 2, Amedeo's First Addition to the Town of Silt together with the alley between 10th Street and 11th Street and portions of the Westerly 30 feet of 11th Street South of Main Street and the Easterly 30 feet of 10th Street South of Main Street as shown on the Plat of Amedeo's First Addition recorded January 4, 1957 under Reception No. 196355 and as vacated by the Town of Silt Ordinance No. 29 Series of 2001 recorded March 4, 2002 in Book 1333 at Page 899 under Reception No.598284 County of Garfield State of Colorado. being more particularly described by metes and bounds as follows:

Beginning at a point situated at the intersection of the Southerly right-of-way line of U.S. Highway 6 & 24 (per Reception No. 458076) and the centerline of vacated 10th Street of the Amedo's First Addition to the Town of Silt, County of Garfield, State of Colorado (Reception No. 196355) from which the monument at the intersection of the centerlines of 9th Street and Grand Avenue in the Town of Silt Bears N25°22'44"W a distance of 729.24 feet; thence S89°54'29"E along said right-of-way a distance of 310.00 feet to a point on the centerline of vacated 11th Street, thence departing said right-of-way S00°13'20"E along said centerline of vacated 11th Street a distance of 173.19 feet; thence departing said centerline S89°46'40"W a distance of 125.00 feet; thence S00°13'20"E a distance of 145.00 feet; thence S89°46'40"W a distance of 124.92 feet; thence N85°24'41"W a distance of 90.40 feet; thence N00°13'20"W a distance of 82.42 feet; thence N89°46'40"E a distance of 30.00 feet to a point on the centerline of said vacated 10th Street; thence N00°13'20"W along said centerline a distance of 229.89 feet to the point of beginning.

ALSO DESCRIBED AS Parcel 1 of the Lot Line Adjustment Plat recorded under Reception Number 871700.

County of Garfield
Exhibit 2
Contract to Buy and Sell Real Estate
(See Attached)
The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: 4/5/2022

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.
   2.1. Buyer. North Point Construction and Development, LLC (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☒ Other Limited Liability Corporation.
   2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.
   2.3. Seller. Town of Silt (Seller) is the current owner of the Property described below.
   2.4. Property. The Property is the following legally described real estate in the County of Garfield, Colorado (insert legal description):

PARCEL 1, LOTS 1 THROUGH 20, BLOCK 2, AMEDEO’S FIRST ADDITION TO THE TOWN OF SILT AND TOWN PARCEL RECEPTION NO. 673652

known as: 1007 Hwy 6 & 24, Silt, CO 81652

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):
   2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:

None

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

None

2.5.3. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

None
2.6. Exclusions. The following items are excluded (Exclusions):

None


☐ 2.7.1. Deeded Water Rights. The following legally described water rights:
Any deeded water rights will be conveyed by a good and sufficient deed at Closing.

☐ 2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

None

☐ 2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is .

☐ 2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:

None

☐ 2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the
Property are being conveyed as part of the Purchase Price as follows:

None

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider,
written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer
and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights
Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer
Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer ☐ Does ☐ Does Not have a Right to Terminate if
examination of the Water Rights is unsatisfactory to Buyer on or before the Water Rights Examination
Deadline.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

None

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Reference</th>
<th>Event</th>
<th>Date or Deadline</th>
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<td>1</td>
<td>§ 3</td>
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<td>§ 8</td>
<td>Record Title Deadline (and Tax Certificate)</td>
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<td>5</td>
<td>§ 8</td>
<td>Off-Record Title Deadline</td>
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<td>§ 8</td>
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<td>§ 8</td>
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<td>§ 8</td>
<td>Third Party Right to Purchase/Approve Deadline</td>
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<td>§ 7</td>
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<td>Seller's Disclosures</td>
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<td>Seller’s Property Disclosure Deadline</td>
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<tr>
<td>12</td>
<td>§ 10</td>
<td>Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)</td>
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<tr>
<td>13</td>
<td>§ 5</td>
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<td>§ 5</td>
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<td>Loan Transfer Approval Deadline</td>
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<td>§ 4</td>
<td>Seller or Private Financing Deadline</td>
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<td>§ 6</td>
<td>Appraisal Deadline</td>
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<td>§ 6</td>
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<td>§ 6</td>
<td>Appraisal Resolution Deadline</td>
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<td>26</td>
<td>§ 9</td>
<td>New ILC or New Survey Objection Deadline</td>
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<td>§ 9</td>
<td>New ILC or New Survey Resolution Deadline</td>
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<td>§ 2</td>
<td>Water Rights Examination Deadline</td>
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<td>§ 8</td>
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<td>§ 10</td>
<td>Inspection Resolution Deadline</td>
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<td>§ 10</td>
<td>Property Insurance Termination Deadline</td>
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<td>§ 10</td>
<td>Due Diligence Documents Delivery Deadline</td>
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<td>35</td>
<td>§ 10</td>
<td>Due Diligence Documents Objection Deadline</td>
<td>90 days after MEC</td>
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<td>36</td>
<td>§ 10</td>
<td>Due Diligence Documents Resolution Deadline</td>
<td>120 days after MEC</td>
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<td>37</td>
<td>§ 10</td>
<td>Environmental Inspection Termination Deadline</td>
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<td>38</td>
<td>§ 10</td>
<td>ADA Evaluation Termination Deadline</td>
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<td>§ 10</td>
<td>Conditional Sale Deadline</td>
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<td>40</td>
<td>§ 10</td>
<td>Lead-Based Paint Termination Deadline (if Residential Addendum attached)</td>
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<td>41</td>
<td>§ 11</td>
<td>Estoppel Statements Deadline</td>
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<td>42</td>
<td>§ 11</td>
<td>Estoppel Statements Termination Deadline</td>
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<td>§ 12</td>
<td>Closing Date</td>
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<td>§ 17</td>
<td>Possession Date</td>
<td>Date of Deed</td>
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<td>45</td>
<td>§ 17</td>
<td>Possession Time</td>
<td>Immediately upon Closing</td>
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<td>46</td>
<td>§ 27</td>
<td>Acceptance Deadline Date</td>
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<td>47</td>
<td>§ 27</td>
<td>Acceptance Deadline Time</td>
<td>8:00 PM MST</td>
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</tbody>
</table>
3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”, or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of “None”, such provision means that “None” applies.

The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation “N/A” as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a Time of Day Deadline is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the Time of Day Deadline, United States Mountain Time. If Time of Day Deadline is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline □ Will □ Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Reference</th>
<th>Item</th>
<th>Amount</th>
<th>Amount</th>
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<td>§ 4.1.</td>
<td>Purchase Price</td>
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<td>§ 4.3.</td>
<td>Earnest Money</td>
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<td>$2,000.00</td>
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<td>§ 4.5.</td>
<td>New Loan</td>
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<td>4</td>
<td>§ 4.6.</td>
<td>Assumption Balance</td>
<td></td>
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<td>5</td>
<td>§ 4.7.</td>
<td>Private Financing</td>
<td></td>
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<td>6</td>
<td>§ 4.7.</td>
<td>Seller Financing</td>
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<td>$</td>
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<tr>
<td>7</td>
<td>n/a</td>
<td>n/a</td>
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<td>$</td>
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<td>8</td>
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<td>9</td>
<td>§ 4.4.</td>
<td>Cash at Closing</td>
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</tbody>
</table>

4.2. Seller Concession. At Closing, Seller will credit to Buyer $0.00 (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a , will be payable to and held by Commonwealth Title (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an Alternative Earnest Money Deadline for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller
and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the Alternative Earnest Money Deadline.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in ¶ 24 and, except as provided in ¶ 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in ¶ 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in “If Seller is in Default”, ¶ 20.2. and ¶ 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in “If Buyer is in Default, ¶ 20.1. and ¶ 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in ¶ 4.1.

4.5. New Loan. (Omitted as inapplicable)
4.6. Assumption. (Omitted as inapplicable)
4.7. Seller or Private Financing. (Omitted as inapplicable)

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)
5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An “Appraisal” is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in ¶ 4.5.3., or if a cash transaction (i.e., no financing), ¶ 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before Appraisal Deadline Buyer may, on or before Appraisal Objection Deadline:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to ¶ 24.1., that this Contract is terminated; or
6.2.1.2. **Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. **Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before Appraisal Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Appraisal Resolution Deadline, this Contract will terminate on the Appraisal Resolution Deadline, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of Appraisal Resolution Deadline).

6.3. **Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. **Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. **OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).


7.2. **Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. **Association Documents.** Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional
liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents); 7.3.4. A list by unit type of the Association’s assessments, including both regular and special assessments as disclosed in the Association’s last Annual Disclosure;

7.3.5. The Association’s most recent financial documents which consist of: (1) the Association’s operating budget for the current fiscal year, (2) the Association’s most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association’s last Annual Disclosure, (3) the results of the Association’s most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association’s community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association’s statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a “construction defect action” under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller’s obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer’s Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before Association Documents Termination Deadline, based on any unsatisfactory provision in any of the Association Documents, in Buyer’s sole subjective discretion. Should Buyer receive the Association Documents after Association Documents Deadline, Buyer, at Buyer’s option, has the Right to Terminate under § 24.1. by Buyer’s Notice to Terminate received by Seller on or before ten days after Buyer’s receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer’s Notice to Terminate would otherwise be required to be received by Seller after Closing Date, Buyer’s Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer’s Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance company to furnish the owner’s title insurance policy at Seller’s expense. On or before Record Title Deadline, Seller must furnish to Buyer, a current commitment for an owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, an Abstract of Title certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to furnish the owner’s title insurance policy at Buyer’s expense. On or before Record Title Deadline, Buyer must furnish to Seller, a current commitment for owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner’s Extended Coverage (OEC). The Title Commitment □ Will □ Will Not contain Owner’s Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by □ Buyer □ Seller □ One-Half by Buyer and One-Half by Seller □ Other n/a. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require
a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before Record Title Deadline, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner’s title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller’s possession on or before Record Title Deadline.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before Record Title Objection Deadline. Buyer’s objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer’s sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the Record Title Deadline, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisos set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller’s obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer’s Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before Off-Record Title Deadline, true copies of all existing surveys in Seller’s possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any New ILC or New Survey governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer’s Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer’s sole subjective discretion, must be received by Seller on or before Off-Record Title Objection Deadline. If an Off-Record Matter is received by Buyer after the Off-Record Title Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisos set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer’s Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY
8.5. Tax Certificate. A tax certificate paid for by [X] Seller [ ] Buyer, for the Property listing any special
taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before Record Title
Deadline. If the Property is located within a special taxing district and such inclusion is unsatisfactory to
Buyer, in Buyer’s sole subjective discretion, Buyer may terminate, on or before Record Title Objection
Deadline. Should Buyer receive the Tax Certificate after Record Title Deadline, Buyer, at Buyer’s option, has
the Right to Terminate under § 24.1. by Buyer’s Notice to Terminate received by Seller on or before ten days
after Buyer’s receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer’s Notice to
Terminate would otherwise be required to be received by Seller after Closing Date, Buyer’s Notice to
Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer’s Notice to
Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the
Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate
under this provision. If Buyer’s loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the
Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property
(e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a
third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly
submit this Contract according to the terms and conditions of such right. If the third-party holder of such right
exercises its right this Contract will terminate. If the third party’s right to purchase is waived explicitly or
expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this
Contract has not occurred on or before Third Party Right to Purchase/Approve Deadline, this Contract will
then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property
on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer’s sole
subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3.
(Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer’s rights
to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the
following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer’s written notice objecting to any title
matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed
to a written settlement thereof on or before Title Resolution Deadline, this Contract will terminate on the
expiration of Title Resolution Deadline, unless Seller receives Buyer’s written withdrawal of Buyer’s Notice of
Title Objection (i.e., Buyer’s written notice to waive objection to such items and waives the Right to Terminate
for that reason), on or before expiration of Title Resolution Deadline. If either the Record Title Deadline or
the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record
Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days
after Buyer’s receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under §
24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer’s sole
subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should
be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title,
ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back
requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases
and other unrecorded agreements, water on or under the Property and various laws and governmental
regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE
PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND
TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE
MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL,
GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE
PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF
THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE
PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE
AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE
COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR
ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING,
WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,
PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING
FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,
INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE
COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted,
excluded from, or not covered by the owner’s title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ Does ☑ Does Not have a Right to Terminate if examination of
the Mineral Rights is unsatisfactory to Buyer on or before the Mineral Rights Examination Deadline.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ New Improvement Location Certificate
(New ILC); or, (2) ☐ New Survey in the form of n/a; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☐ Buyer will order the New ILC or New
Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,
certified and updated as of the date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on
or before Closing, by: ☐ Seller ☐ Buyer or: n/a

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or
the provider of the opinion of title if an Abstract of Title) and n/a will receive a New ILC or New Survey on or
before New ILC or New Survey Deadline.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by
the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer’s Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New
ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or
change to the New ILC or New Survey Objection Deadline. Buyer may, in Buyer’s sole subjective discretion,
waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New
ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer,
in Buyer’s sole subjective discretion, Buyer may, on or before New ILC or New Survey Objection Deadline,
notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is
terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter
that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires
Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received
by Seller, on or before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed
in writing to a settlement thereof on or before New ILC or New Survey Resolution Deadline, this Contract
will terminate on expiration of the New ILC or New Survey Resolution Deadline, unless Seller receives
Buyer’s written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before
expiration of New ILC or New Survey Resolution Deadline).
DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before Seller’s Property Disclosure Deadline, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission’s Seller’s Property Disclosure form completed by Seller to Seller’s actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller’s new disclosure on the earlier of Closing or five days after Buyer’s receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an “As Is” condition, “Where Is” and “With All Faults.”

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer’s expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer’s sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the Inspection Termination Deadline, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer’s Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the Inspection Objection Deadline, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before Inspection Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline, this Contract will terminate on Inspection Resolution Deadline unless Seller receives Buyer’s written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of Inspection Resolution Deadline). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer’s request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller’s right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller’s reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before Property Insurance Termination Deadline, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer’s sole subjective discretion.

10.6. Due Diligence.
10.6.1. **Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline:**

10.6.1.1. **Occupancy Agreements.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

*None*

10.6.1.2. **Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline.**

Buyer □ Will □ Will Not assume the Seller’s obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).

10.6.1.3. **Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline.**

Buyer □ Will □ Will Not assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

10.6.1.4. **Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies of the following:

- [ ] 10.6.1.4.1. All contracts relating to the operation, maintenance and management of the Property;
- [ ] 10.6.1.4.2. Property tax bills for the last n/a years;
- [ ] 10.6.1.4.3. As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- [ ] 10.6.1.4.4. A list of all Inclusions to be conveyed to Buyer;
- [ ] 10.6.1.4.5. Operating statements for the past n/a years;
- [ ] 10.6.1.4.6. A rent roll accurate and correct to the date of this Contract;
- [ ] 10.6.1.4.7. A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- [ ] 10.6.1.4.8. All insurance policies pertaining to the Property and copies of any claims which have been made for the past n/a years;
- [X] 10.6.1.4.9. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);
- [X] 10.6.1.4.10. Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller’s possession or known to Seller, Seller warrants that no such reports are in Seller’s possession or known to Seller;
- [ ] 10.6.1.4.11. Any Americans with Disabilities Act reports, studies or surveys concerning the compliance of the Property with said Act;
- [X] 10.6.1.4.12. All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- [X] 10.6.1.4.13. Other:

*Any existing survey(s) in Seller’s possession*

10.6.2. **Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer’s sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline:**

10.6.2.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or
10.6.2.2. **Due Diligence Documents Objection.** Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. **Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by Seller, on or before Due Diligence Documents Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Due Diligence Documents Resolution Deadline, this Contract will terminate on Due Diligence Documents Resolution Deadline unless Seller receives Buyer’s written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of Due Diligence Documents Resolution Deadline).

10.6.3. **Zoning.** Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents Objection Deadline, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer’s sole subjective discretion.

10.6.4. **Due Diligence — Environmental, ADA.** Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☑ Buyer will order or provide Phase I Environmental Site Assessment, Phase II Environmental Site Assessment (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or n/a, at the expense of ☐ Seller ☑ Buyer (Environmental Inspection). In addition, Buyer, at Buyer’s expense, may also conduct an evaluation whether the Property complies with the Americans with Disabilities Act (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller’s and any Seller’s tenants’ business uses of the Property, if any.

If Buyer’s Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the Environmental Inspection Termination Deadline will be extended by n/a days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the Closing Date, the Closing Date will be extended a like period of time. In such event, ☐ Seller ☑ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer’s right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before Environmental Inspection Termination Deadline, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer’s sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before ADA Evaluation Termination Deadline, based on any unsatisfactory ADA Evaluation, in Buyer’s sole subjective discretion.

10.7. **Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as n/a. Buyer has the Right to Terminate under § 24.1, effective upon Seller’s receipt of Buyer’s Notice to Terminate on or before Conditional Sale Deadline if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer’s Notice to Terminate on or before Conditional Sale Deadline, Buyer waives any Right to Terminate under this provision.

10.8. **Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☐ Does ☑ Does Not acknowledge receipt of a copy of Seller’s Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☑ There is No Well. Buyer ☐ Does ☑ Does Not acknowledge receipt of a copy of the current well permit.

**Note to Buyer:** SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER’S WATER SUPPLIES.

10.9. **Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. **Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

10.11. **Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]
11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;
11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;
11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before Estoppel Statements Deadline.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before Estoppel Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer’s sole subjective discretion, or if Seller fails to deliver the Estoppel Statements or on or before Estoppel Statements Deadline. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer’s lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer’s loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission’s Closing Instructions ☑ Are Executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the Closing Date or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by Seller.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller’s obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer’s compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☑ special warranty deed ☐ general warranty deed
14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by

☐ Buyer  ☐ Seller  ☑ One-Half by Buyer and One-Half by Seller  ☐ Other  n/a.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to Closing Date, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association’s Status Letter must be paid by

☐ Buyer  ☐ Seller  ☑ One-Half by Buyer and One-Half by Seller  ☑ N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by

☐ Buyer  ☐ Seller  ☑ One-Half by Buyer and One-Half by Seller  ☑ N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Reserves or Working Capital as defined in §16.2. (Association Assessments), reserves or working capital due at Closing must be paid by

☐ Buyer  ☐ Seller  ☑ One-Half by Buyer and One-Half by Seller  ☑ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by

☐ Buyer  ☐ Seller  ☑ One-Half by Buyer and One-Half by Seller  ☑ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by

☐ Buyer  ☐ Seller  ☑ One-Half by Buyer and One-Half by Seller  ☑ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by

☐ Buyer  ☐ Seller  ☑ One-Half by Buyer and One-Half by Seller  ☑ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by

☐ Buyer  ☐ Seller  ☑ One-Half by Buyer and One-Half by Seller  ☑ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $25.00 for:

☐ Water Stock/Certificates  ☐ Water District
☐ Augmentation Membership  ☐ Small Domestic Water Company  ☑ Town of Silt

and must be paid at Closing by

☐ Buyer  ☐ Seller  ☑ One-Half by Buyer and One-Half by Seller  ☑ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by

☐ Buyer  ☐ Seller  ☑ One-Half by Buyer and One-Half by Seller  ☑ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller’s proceeds be withheld after Closing when Seller is a foreign person. If required witholding does not occur, the Buyer could be held liable for the amount of the Seller’s tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  ☑ IS  a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller’s foreign person status. If withholding is required, Seller authorizes
Closing Company to withhold such amount from Seller’s proceeds. Seller should inquire with Seller’s tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. **Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller’s proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller’s status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller’s proceeds. Seller should inquire with Seller’s tax advisor to determine if withholding applies or if an exemption exists.

16. **PRORATIONS AND ASSOCIATION ASSESSMENTS.**

16.1. **Prorations.** The following will be prorated to the Closing Date, except as otherwise provided:

16.1.1. **Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

- [ ] Taxes for the Calendar Year Immediately Preceding Closing
- [x] Most Recent Mill Levy and Most Recent Assessed Valuation
- [ ] Other

16.1.2. **Rents.** Rents based on [ ] Rents Actually Received [ ] Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee’s name and address.

16.1.3. **Other Prorations.** Water and sewer charges, propane, interest on continuing loan and

16.1.4. **Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. **Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to Closing Date by the Association will be the obligation of [ ] Buyer [ ] Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer’s signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and Association Assessments are subject to change as provided in the Governing Documents.

17. **POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on Possession Date at Possession Time, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of $0.00 per day (or any part of a day notwithstanding § 3.3., Day) from Possession Date and Possession Time until possession is delivered.

### General Provisions

18. **CAUSES OF LOSS, INSURANCE: DAMAGE TO INCLUSIONS AND SERVICES: CONDEMNATION; AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. **Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller’s reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under § 24.1., on or before Closing Date, if the Property is not repaired before Closing Date, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at
Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller’s insurance company and Buyer’s lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller’s sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller’s right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before Closing Date, based on such condemnation action, in Buyer’s sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Home Warranty. [Intentionally Deleted]

18.6. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the growing crops.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

20.1.1. Specific Performance. Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.
20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER’S ONLY REMEDY for Buyer’s failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller’s Failure to Perform. In the event Seller fails to perform Seller’s obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer’s rights to pursue the Seller for Seller’s failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after Closing Date, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party’s last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a lis pendens affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder’s notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party’s receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right
to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor’s benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or n/a.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before Acceptance Deadline Date and Acceptance Deadline Time. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water.

29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

**Colorado Real Estate Commission.**

1. This Contract to Buy and Sell Real Estate may be assigned by Buyer to any entity in which the signing Member is a majority owner or shareholder.
2. This Contract to Buy and Sell Real Estate is contingent upon approval by the Silt Board of
Trustees and further subject to a Closing not earlier than thirty (30) days after publication by the Town of Silt providing public notice of the pending sale as required by the town's charter.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents are a part of this Contract:

None

30.2. Documents Not Part of Contract. The following documents have been provided but are not a part of this Contract:

None

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Buyer: North Point Construction and Development, LLC
By: Dave Murdock, Member

Seller: Town of Silt
By: Jeff Layman, Town Administrator

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
A. Broker Working With Buyer

Broker ☑ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder’s receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ Buyer’s Agent ☑ Transaction-Broker in this transaction.

☐ Customer, Broker has no brokerage relationship with Buyer. See § B for Broker’s brokerage relationship with Seller.

Brokerage Firm’s compensation or commission is to be paid by ☑ Listing Brokerage Firm ☐ Buyer ☐ Other.

This Broker’s Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm’s Name: Integrated Mountain Properties
Brokerage Firm’s License #: EC 100044817

Broker’s Name: Joe Carpenter
Broker’s License #: EA 100001850
Address: 1430-A Railroad Avenue Rifle, CO 81650
Ph: 970-309-0910 Fax: Email Address: joe.carpenter@integratedmtn.com

Date: 4/5/2022

B. Broker Working with Seller

Broker ☑ Does ☒ Does Not ☐ (Clr) acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder’s receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ Seller’s Agent ☑ Transaction-Broker ☐ (Clr) in this transaction.

☐ Customer, Broker has no brokerage relationship with Seller. See § A for Broker’s brokerage relationship with Buyer.

Brokerage Firm’s compensation or commission is to be paid by ☐ Seller ☑ Buyer ☐ Other ☐ (Clr)

This Broker’s Acknowledgements and Compensation Disclosure is for disclosure purposes only and does
NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: Integrated Mountain Properties
Brokerage Firm's License #: EC 100044817
Broker: [Signature]

Date: 4/5/2022

Broker's License #: EA 100001850
Address: 1430 Railroad Ave Rifle, CO 81650
Ph: (970) 945-7653 Fax: Email Address: joe.carpenter@integratedmtn.com

CBS4-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

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COUNTERPROPOSAL

Date: 04/12/2022

1. This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed contract dated 4/9/2022 (Contract) between North Point Construction and Development, LLC (Seller) and Amedeo’s First Addition to the Town of Silt and Town Parcel Reception No. 673652 (Buyer) relating to the sale and purchase of the following legally described real estate in the County of Garfield, Colorado (insert legal description): Parcel 1, Lots 1 through 20, Block 2, Amedeo’s First Addition to the Town of Silt and Town Parcel Reception No. 673652 known as: 1007 Hwy 6 & 24, Silt, CO 81652 (Property).

NOTE: If the table is omitted, or if any item is left blank or is marked in the “No Change” column, it means no change to the corresponding provision of the Contract. If any item is marked in the “Deleted” column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. § 3.1. Dates and Deadlines. [Note: This table may be omitted if inapplicable.]

<table>
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<tr>
<th>Item No.</th>
<th>Reference</th>
<th>Event</th>
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</tr>
<tr>
<td>4</td>
<td>§ 8</td>
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<td>6</td>
<td>§ 8</td>
<td>Off-Record Title Objection Deadline</td>
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<tr>
<td>7</td>
<td>§ 8</td>
<td>Title Resolution Deadline</td>
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<td>§ 8</td>
<td>Third Party Right to Purchase/Approve Deadline</td>
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<td>Reference</td>
<td>Item</td>
<td>Amount</td>
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<td>§ 6</td>
<td>Appraisal Resolution Deadline</td>
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<td>§ 9</td>
<td>New ILC or New Survey Deadline</td>
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<td>§ 9</td>
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<td>27</td>
<td>§ 9</td>
<td>New ILC or New Survey Resolution Deadline</td>
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<td><strong>Survey</strong></td>
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<td>28</td>
<td>§ 2</td>
<td>Water Rights Examination Deadline</td>
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<td>29</td>
<td>§ 8</td>
<td>Mineral Rights Examination Deadline</td>
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<td>30</td>
<td>§ 10</td>
<td>Inspection Termination Deadline</td>
<td>x</td>
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<td></td>
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<tr>
<td>31</td>
<td>§ 10</td>
<td>Inspection Objection Deadline</td>
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<td></td>
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<tr>
<td>32</td>
<td>§ 10</td>
<td>Inspection Resolution Deadline</td>
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<td>§ 10</td>
<td>Property Insurance Termination Deadline</td>
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<td>34</td>
<td>§ 10</td>
<td>Due Diligence Documents Delivery Deadline</td>
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<td>35</td>
<td>§ 10</td>
<td>Due Diligence Documents Objection Deadline</td>
<td>x</td>
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<td>36</td>
<td>§ 10</td>
<td>Due Diligence Documents Resolution Deadline</td>
<td>x</td>
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<td>37</td>
<td>§ 10</td>
<td>Environmental Inspection Objection Deadline (CBS2, 3, 4)</td>
<td>x</td>
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<tr>
<td>38</td>
<td>§ 10</td>
<td>ADA Evaluation Termination Deadline (CBS2, 3, 4)</td>
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<td>39</td>
<td>§ 10</td>
<td>Conditional Sale Deadline</td>
<td>x</td>
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<tr>
<td>40</td>
<td>§ 10</td>
<td>Lead-Based Paint Termination Deadline</td>
<td>x</td>
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<tr>
<td>41</td>
<td>§ 11</td>
<td>Estoppel Statements Deadline (CBS2, 3, 4)</td>
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<tr>
<td>42</td>
<td>§ 11</td>
<td>Estoppel Statements Termination Deadline (CBS2, 3, 4)</td>
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<td><strong>Closing and Possession</strong></td>
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<tr>
<td>43</td>
<td>§ 12</td>
<td>Closing Date</td>
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<tr>
<td>44</td>
<td>§ 17</td>
<td>Possession Date</td>
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<tr>
<td>45</td>
<td>§ 17</td>
<td>Possession Time</td>
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</tr>
</tbody>
</table>

3. **§ 4. PURCHASE PRICE AND TERMS.** [Note: This table may be omitted if inapplicable.]

The Purchase Price set forth below is payable in U. S. Dollars by Buyer as follows:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Reference</th>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>§ 4.1</td>
<td>Purchase Price</td>
<td>$120,000.00</td>
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<td>2</td>
<td>§ 4.3</td>
<td>Earnest Money</td>
<td>$2,000.00</td>
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<td>3</td>
<td>§ 4.5</td>
<td>New Loan</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>§ 4.6</td>
<td>Assumption Balance</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>§ 4.7</td>
<td>Private Financing</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>§ 4.7</td>
<td>Seller Financing</td>
<td>$</td>
</tr>
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<td>7</td>
<td></td>
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<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>§ 4.4</td>
<td>Cash at Closing</td>
<td>$118,000.00</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td><strong>TOTAL</strong></td>
<td>$120,000.00</td>
</tr>
</tbody>
</table>

4. **ATTACHMENTS.** The following are a part of this Counterproposal:

N/A

Note: The following documents have been provided but are **not** a part of this Counterproposal:

N/A

5. **OTHER CHANGES.**

Exhibit A attached hereto and incorporated herein.
6. **ACCEPTANCE DEADLINE.** This Counterproposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before 4/15/2022 at 5:00 Mountain Time.

Date ________________ Time ________________

If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer. All other terms and conditions of the Contract remain the same.

Buyer’s Name: **North Point Construction and Development LLC**

<table>
<thead>
<tr>
<th>Dave Murdock</th>
<th>04/19/2022</th>
</tr>
</thead>
</table>
Buyer’s Signature | Date |

Address: ____________________________________________________________

Phone No.: __________________________________________________________

Fax No.: ____________________________________________________________

Email Address: ______________________________________________________

Seller’s Name: **Town of Silt / Jeff Layman Town Administrator**

<table>
<thead>
<tr>
<th>4/12/22</th>
</tr>
</thead>
</table>
Seller’s Signature | Date |

Address: 231 North 7th Street

Silt, CO 81652

Phone No.: 970 876-2353

Fax No.: __________________________________________________________

Email Address: jlayman@townofsilt.org

Buyer’s Signature | Date |

Address: ____________________________________________________________

Phone No.: __________________________________________________________

Fax No.: ____________________________________________________________

Email Address: ______________________________________________________

Note: When this Counterproposal form is used, the Contract is **not** to be signed by the party initiating this Counterproposal. Brokers must complete and sign the Broker’s Acknowledgments and Compensation Disclosure portion of the Contract.
Exhibit A to Counterproposal
Town of Silt (Seller) / North Point Construction and Development, LLC (Buyer)

A. Within 30 days of MEC, Buyer shall disclose to Seller the name of the national retail tenant intended to occupy the Property after Closing. Buyer shall also disclose to Seller photos or renderings of the type of structures to be placed upon the Property after Closing.

B. Within 30 days of MEC, Buyer shall disclose the types of retail goods and services to be sold by the national retail tenant and confirm that substantially all of such goods and services will be subject to the Town’s retail sales tax. In the event that the Town reasonably concludes that substantially all of such goods and services will not be subject to the Town’s retail sales tax, the Town may terminate the Contract by giving written notice to Buyer.

C. Within 120 days of MEC, Buyer shall disclose to Seller a fully executed lease agreement with the national retail tenant which requires Buyer to commence construction on vertical retail improvements on the Property within 180 days (or fewer) of Closing. The lease and its provisions shall be treated as a confidential business document by the Seller. In the event that the Buyer does not have a fully executed lease agreement with the national retail tenant in conformance with this paragraph within 120 days of MEC, the Town may terminate the Contract by giving written notice to Buyer.

D. The Town reserves to itself all rights to minerals, hydrocarbons, oil and gas associated with the Property.

E. Section 3.3.3. the box “Will” is checked

F. Section 15.7 the box will be changed to “N/A”

G. Section 16.1.1 the box will be changed to “Other” “No proration because Town does not pay property taxes”
EXTENSION OR TERMINATION OF CONTRACT

Date: 4/19/2022

1. PARTIES AND PROPERTY. This document affects the contract dated 4/5/2022 (Contract) between Town of Silt (Seller) and North Point Construction and Development, LLC (Buyer) relating to the sale and purchase of the following legally described real estate in the County of Garfield, Colorado:

PARCEL 1, LOTS 1 THROUGH 20, BLOCK 2, AMEDEO’S FIRST ADDITION TO THE TOWN OF SILT AND TOWN PARCEL RECEPTION NO. 673652
known as: 1007 Hwy 6 & 24, Silt, CO 81652 (Property).

I. EXTENSION

2. DATES AND DEADLINES. The Contract Deadlines are amended as follows if Part I, Extension, of this document is signed by both Buyer and Seller and both parties receive notice of acceptance of the Extension prior to the expiration of the deadline specified in the Notice to Terminate provision below.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Reference</th>
<th>Event</th>
<th>Date or Deadline</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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<td>Record Title Objection Deadline</td>
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<tr>
<td>3</td>
<td>§ 8</td>
<td>Off-Record Title Deadline</td>
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<td>4</td>
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<td>§ 8</td>
<td>Title Resolution Deadline</td>
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<td>6</td>
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<td>§ 10</td>
<td>Lead-Based Paint Disclosure Deadline</td>
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<tr>
<td>11</td>
<td>§ 5</td>
<td>New Loan Application Deadline</td>
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<tr>
<td>12</td>
<td>§ 5</td>
<td>New Loan Terms Deadline</td>
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<tr>
<td>13</td>
<td>§ 5</td>
<td>New Loan Availability Deadline</td>
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<td>14</td>
<td>§ 5</td>
<td>Buyer’s Credit Information Deadline</td>
<td>no change</td>
</tr>
<tr>
<td>15</td>
<td>§ 5</td>
<td>Disapproval of Buyer’s Credit Information Deadline</td>
<td>no change</td>
</tr>
</tbody>
</table>

No. (ET35-6-21). EXTENSION OR TERMINATION OF CONTRACT Page 1 of 4 4/19/2022 1:41:23 PM

Initials JL DM
<table>
<thead>
<tr>
<th>No.</th>
<th>Section</th>
<th>Description</th>
<th>Deadline Status</th>
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<tbody>
<tr>
<td>16</td>
<td>§ 5</td>
<td>Existing Loan Deadline</td>
<td>no change</td>
</tr>
<tr>
<td>17</td>
<td>§ 5</td>
<td>Existing Loan Termination Deadline</td>
<td>no change</td>
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<tr>
<td>18</td>
<td>§ 5</td>
<td>Loan Transfer Approval Deadline</td>
<td>no change</td>
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<td>19</td>
<td>§ 4</td>
<td>Seller or Private Financing Deadline</td>
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</tr>
<tr>
<td>20</td>
<td>§ 6</td>
<td>Appraisal Deadline</td>
<td>no change</td>
</tr>
<tr>
<td>21</td>
<td>§ 6</td>
<td>Appraisal Objection Deadline</td>
<td>no change</td>
</tr>
<tr>
<td>22</td>
<td>§ 6</td>
<td>Appraisal Resolution Deadline</td>
<td>no change</td>
</tr>
<tr>
<td>23</td>
<td>§ 9</td>
<td>New ILC or New Survey Deadline</td>
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<tr>
<td>24</td>
<td>§ 9</td>
<td>New ILC or New Survey Objection Deadline</td>
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<td>25</td>
<td>§ 9</td>
<td>New ILC or New Survey Resolution Deadline</td>
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<td>26</td>
<td>§ 2</td>
<td>Water Rights Examination Deadline</td>
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<td>27</td>
<td>§ 8</td>
<td>Mineral Rights Examination Deadline</td>
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<td>28</td>
<td>§ 10</td>
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<td>29</td>
<td>§ 10</td>
<td>Inspection Objection Deadline</td>
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<td>30</td>
<td>§ 10</td>
<td>Inspection Resolution Deadline</td>
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<td>31</td>
<td>§ 10</td>
<td>Property Insurance Termination Deadline</td>
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<td>32</td>
<td>§ 10</td>
<td>Due Diligence Documents Delivery Deadline</td>
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<td>34</td>
<td>§ 10</td>
<td>Due Diligence Documents Resolution Deadline</td>
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<td>35</td>
<td>§ 10</td>
<td>Conditional Sale Deadline</td>
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<td>36</td>
<td>§ 10</td>
<td>Environmental Inspection Termination Deadline (CBS2, 3, 4)</td>
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<td>37</td>
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<td>ADA Evaluation Termination Deadline (CBS2, 3, 4)</td>
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<td>38</td>
<td>§ 10</td>
<td>Lead-Based Paint Termination Deadline</td>
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<td>39</td>
<td>§ 11</td>
<td>Estoppel Statements Deadline (CBS2, 3, 4)</td>
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<td>40</td>
<td>§ 11</td>
<td>Estoppel Statements Termination Deadline (CBS2, 3, 4)</td>
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<td>41</td>
<td>SSA</td>
<td>Short Sale Acceptance Deadline</td>
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<td>42</td>
<td>§ 12</td>
<td>Closing Date</td>
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<td>43</td>
<td>§ 17</td>
<td>Possession Date</td>
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<td>44</td>
<td>§ 17</td>
<td>Possession Time</td>
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<td>45</td>
<td>§ 28</td>
<td>Acceptance Deadline Date</td>
<td>04/22/2022</td>
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<td>46</td>
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<td>Acceptance Deadline Time</td>
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<tr>
<td>48</td>
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<td>n/a</td>
<td>no change</td>
</tr>
</tbody>
</table>

NOTE: If any item is left blank, it means no change to the corresponding deadline in the Contract.

Acceptance of the above Extension is agreed upon shown by the parties' signatures:

Signature: ___________________________ Date: 04/20/2022

Seller: Town of Silt

By: Jeff Layman, Town Administrator

Signature: ___________________________ Date: 04/22/2022
II. NOTICE OF TERMINATION

3. NOTICE TO TERMINATE. In the event this document for the above Extension is not signed by both Buyer and Seller or one or both parties do not receive notice of acceptance of the Extension on or before , Part II this document, Notice of Termination, serves as ☐ Buyer's ☐ Seller's Notice to Terminate pursuant to:

BUYER'S TERMINATION (USE ONLY if Buyer is requesting extension)

☐ Water Rights Examination (§ 2)  ☐ Assumed Liability (§ 10)
☐ Assumption Balance (§ 4)  ☐ Due Diligence Documents, Leases (§ 10)
☐ Seller or Private Financing (§ 4)  ☐ Zoning (§ 10) CBS2, 3, 4
☐ New Loan Review (§ 5)  ☐ Environmental, ADA Evaluation (§ 10) CBS2, 3, 4
☐ Existing Loan Review (§ 5)  ☐ Conditional Sale (§ 10)
☐ Appraised Value (§ 6)  ☐ Lead-Based Paint (§ 10) CBS1, 2, F1
☐ Association Documents (§ 7)  ☐ Methamphetamine Laboratory (§ 10) CBS1, 2, F1
☐ Record Title, Off-Record Title or Tax Certificate (§ 8)  ☐ Estoppel Statements (§ 11) CBS2, 3, 4
☐ Mineral Rights Examination (§ 8)  ☐ Causes of Loss, Insurance (§ 18)
☐ New ILC or New Survey (§ 9)  ☐ Damage, Inclusions and Services (§ 18)
☐ Inspection (§ 10)  ☐ Condemnation (§ 18)
☐ Other: n/a  ☐ Short Sale Addendum (SSA38-10-11)
☐ Other: n/a

SELLER'S TERMINATION (USE ONLY if Seller is requesting extension)

☐ Seller Financing (§ 4)
☐ Credit Information (§ 5)
☐ Release of Liability (§ 5)
☐ Short Sale Addendum (SSA38-10-11)
☐ Other: n/a

☐ Buyer ☐ Seller is terminating the Contract.

Date: _____________

Seller: Town of Silt
By: Jeff Layman, Town Administrator
Seller: ______________________________________________________ Date: _____________


No. (ET35-6-21).  EXTENSION OR TERMINATION OF CONTRACT

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TOWN OF SILT
RESOLUTION NO. 18
SERIES 2022

A RESOLUTION OF THE TOWN OF SILT BOARD OF TRUSTEES TO AUTHORIZE THE TOWN ADMINISTRATOR TO APPROVE THE SALE AND EXECUTE CLOSING DOCUMENTS AND DEED FOR TOWN OWNED PROPERTY LOCATED AT 1007 HIGHWAY 6 & 24

WHEREAS, the Town of Silt ("Town") is the owner of that certain real property described 1007 Highway 6 & 24, Silt, Colorado (the "Property"); and

WHEREAS, the Town has received an offer from North Point Construction and Development, LLC ("Buyer") to Purchase the Property pursuant to the Contract to Buy and Sell Real Estate dated April 19, 2022; and

WHEREAS, the Property is not being used or held for any municipal or governmental purpose; and

WHEREAS, the Town Board of Trustees will need to appoint an officer to approve the sale and execute closing documents and deed.

NOW, THEREFORE, BE IT RESOLVED, THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, AS FOLLOWS:

That the Board of Trustees hereby delegates authority to Town Administrator Jeff Layman to execute instruments conveying, encumbering or otherwise affecting title to real property owned by the Town of Silt, Colorado, a Colorado Municipal Corporation.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on the 12th day of September, 2022.

TOWN OF SILT

_____________________________
Keith B. Richel, Mayor

ATTEST:

_____________________________
Sheila M. McIntyre, Town Clerk, CMC
TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
September 12, 2022

AGENDA ITEM SUMMARY

SUBJECT: Continued first reading of Ordinance No. 11, Series 2022, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING CHAPTER 12.12 OF THE TOWN CODE TO ALLOW THE TOWN TO REQUIRE THE INSTALLATION OF CONDUIT AS A CONDITION OF AN EXCAVATION PERMIT (staff requests a continuance to September 26, 2022)

PROCEDURE: (Public Hearing, Action item, Information Item) Public hearing

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Staff asks that the Board grant another continuance of Ordinance No. 11 to September 26 in an effort to gain more information on this topic. We hope to be ready at that time and provide you with the best information available.

ORDINANCE FIRST READING DATE: N/A
ORDINANCE SECOND READING DATE: N/A
ORIGINATED BY: Attorney Sawyer
PRESENTED BY: Staff
DOCUMENTS ATTACHED: Ordinance No. 11, Series 2022
TOWN ATTORNEY REVIEW [] YES [x] NO INITIALS ____

SUBMITTED BY: REVIEWED BY:

Sheila M. McIntyre
Sheila M. McIntyre, Town Clerk

Jeff Layman
Jeff Layman, Town Administrator
TOWN OF SILT
ORDINANCE NO. 11
SERIES OF 2022

AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING CHAPTER
12.12 OF THE TOWN CODE TO ALLOW THE TOWN TO REQUIRE THE
INSTALLATION OF CONDUIT AS A CONDITION OF AN EXCAVATION PERMIT.

WHEREAS, the Town of Silt, Colorado (the “Town”), is a municipal corporation
duly organized and operating as a home-rule municipality under its Town Charter and
the Constitution and laws of the State of Colorado; and

WHEREAS, Chapter 12.12 of the Town Municipal Code (“Code”) addresses the
permits required for excavation of streets, rights-of-way, and other public property in the
Town; and

WHEREAS, Town desires to develop the capacity for future deployment of
additional telecommunications resources and simultaneously mitigate the related
impacts on the Town’s rights-of-way; and

WHEREAS, the Board of Trustees desires to amend Chapter 12.12 of the Code
to facilitate the deployment of shadow conduit that can be accessed during the future
installation of broadband networks by providing the Town Administrator and Public
Works Director the opportunity to require conduit installation as a condition of a permit
issued for street excavation; and

WHEREAS, the Board of Trustees finds and determines that it is in the best
interests of the Town and will promote the health, safety, and welfare of the Town to
amend the Code to give the Town the authority to require the installation of shadow
conduit, as shown on Exhibit A to this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF
THE TOWN OF SILT, COLORADO:

SECTION 1
The foregoing recitals are hereby incorporated into this Ordinance.

SECTION 2
The Town Code is hereby amended as shown in Exhibit A, which is attached to and
incorporated into this Ordinance by reference.
SECTION 3

All ordinances heretofore passed and adopted by the Board of Trustees of the Town of Silt, Colorado are hereby repealed to the extent that said ordinances, or parts thereof, are in conflict herewith.

SECTION 4

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

INTRODUCED, READ, AND APPROVED ON FIRST READING this 12th day of September 2022, at 7:00 PM in the Town Hall, Town of Silt, Colorado.

PASSED, APPROVED ON SECOND READING, ADOPTED, AND ORDERED PUBLISHED following a continued public hearing this 26th day of September 2022.

TOWN OF SILT

__________________________
Mayor Keith B. Richel

ATTEST

__________________________
Town Clerk Sheila M. McIntyre, CMC
EXHIBIT A

Additions shown in double underline; deletions shown in strikethrough.

Chapter 12.12 – EXCAVATION PERMIT

Section 12.12.045 – Installation of Conduit

A. As a condition of work performed under the excavation permit, the Town Administrator or Public Works Director may require the installation of empty shadow conduit. The Town Administrator/Public Works Director has the discretion to require the installation of such conduit when a permit is issued for the following:
   i. A pit, trench, hole, opening, digging or excavation across the entire paved width of a roadway; or
   ii. A pit, trench, hole, opening, digging or excavation of one hundred (100) feet or more parallel to a roadway; or
   iii. Any other pit, trench, hole, opening, digging or excavation that provides a similar opportunity to install shadow conduit.

B. A permit will not be released and/or the deposit(s) or other securities will not be returned until a shape file compatible with ARC GIS noting the location(s) of the shadow conduit is provided to the Town Administrator and Public Works Director. Conduit installation and specifications must comply with the Town's Construction Standards Manual, as may be amended from time to time, and/or be approved by the Town Administrator/Public Works Director. The minimum conduit size must be two (2) inches in diameter, and it is within the Town Administrator/Public Works Director's discretion to require larger diameters.
TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
September 12, 2022

AGENDA ITEM SUMMARY

SUBJECT: Out of Town water taps for 353 East Vista Drive
PROCEDURE: Action Item

RECOMMENDATION: Approval / Authorization

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On or about September 18, 1979, the Town of Silt and Jim and Judy Mazuchi made agreement for the Sunrise Subdivision (located north of town above Eagles View and Stoney Ridge) to provide easement to the Town for its water tank needs, in exchange for the Town’s delivery of potable water to the subdivision. The agreement calls for the Town to give fifteen (15) single family residential units potable water and provide maintenance on the tanks, transmission lines, mains and hydrants. According to billing records, the Town currently services eighteen single family residential units.

Mr. Joshua Wilson, is currently going through the County to subdivide his property. In this process the County asked him to contact the Town of Silt as to the possibility of obtaining water taps from the Town. His request is to obtain 3 water taps, one for each lot of the subdivision. The third lot will still be serviced by an already placed well and will only connect to the Town system in the event of a well failure. Since this property is located outside of Town limits, and per the Sunrise agreement the following is requirements for extension of services to him.

A. Pressure Zone 1. Water rates to all water consumers in pressure zone 1 outside the corporate limits of the town shall be 200 percent of the rates for in-town consumers as set by the board annually (or more often as necessary) by resolution, per EQR, in accordance with this code. Pressure zone 1 includes all areas serviced from the town’s main water storage system.
B. Pressure Zone 2. Water rates to all consumers in pressure zone 2 outside the corporate limits of the town shall be 200 percent of the rates for in-town consumers as set by the board annually (or more often as necessary) by resolution, per EQR, in accordance with this code. Pressure zone 2 includes all areas serviced from the water system located at the upper limits of the Sunrise Subdivision.

13.04.200 Meters – Separate required – Master meter allowed when.
The town shall require separate meters for each service connection and/or each dwelling unit. Upon a written request by a water consumer, the town may consider granting upon the water consumer the ability to install a master meter, as long as the
account remains in the name of one individual or entity, and such balance on the account is paid by that one individual or entity. For purposes of this section, generally, each separately conveyable unit shall have its own meter, except in the event of condominiumization of some or all of the units within a building. Further, the town shall consider each separate living unit one that has its own kitchen and bath facilities.

For each EQR point and portion thereof, as defined in this chapter, the amount of the water system improvement fee for each new connection to the town’s water system shall be as follows:
A. In-town. The board of trustees shall set the in-town rate water system improvement fee per EQR by resolution annually, or as often as necessary, in the board’s sole discretion.
B. Out-of-town. The fee shall be triple the amount of the in-town water system improvement fee set by the board of trustees annually, based on one EQR per this chapter.
C. The town shall charge the full amount of water system improvement fee per EQR, or fraction thereof, based on the board’s resolution.

Mr. Wilson has been advised of all requirements by the Town, as well as being informed that he will need to apply with Garfield County Road and Bridge for construction. The Town’s water main that he will be attaching to lays in East Vista Drive, which is a County Road. Mr. Wilson has also been told of inspection requirements from the Town for the connection to the main as well as the meter pit installation. Once installed the maintenance for the service line will be the responsibility of the Homeowner from the corporation stop to the house, per Town code.

Attached are the plans for subdivision of Mr. Wilson’s property, this are preliminary and not approved by the County at this time. As you can see there is a water main that will be between the two houses, this is a main trunk line and they will not be allowed to tap on to this line. It also should be noted that Mr. Wilson is looking to secure the taps for the properties, but will not be installing the taps. That will fall on whoever will purchase the property. Mr. Wilson was also advised that the estimate he was provided for cost of tap and water meter is not final, the cost could change depending on when the taps are put in, there will be no prepayment of taps.

PRESENTED BY: Public Works Director Trey Fonner
DOCUMENTS ATTACHED: Mr. Wilson’s application, fee estimate and plans for subdivision

TOWN ATTORNEY REVIEW [ ] YES [ ] NO INITIALS ___

SUBMITTED BY: Trey Fonner, Public Works Director

REVIEWED BY: Jeff Layman, Town Administrator
# 2022 PERMIT FEES WORKSHEET

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<th>Valuation:</th>
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<td>Permit Fee: (406)</td>
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<tr>
<td>(HUD Permit Fee $75.00)</td>
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<td>Plan Check Fee: (406)</td>
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<td>(HUD Plan Check Fee $275.00)</td>
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<td>Use Tax: (205)</td>
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<td>EQRs:</td>
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<table>
<thead>
<tr>
<th>Water Tap Fee: (550)</th>
<th>$9,000.00</th>
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<tr>
<td>Fee is $9,000 based on a single family with 1/kit. 1/Laundry. Use EQR table in 13.04.260 for additional water using fixtures.</td>
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<td>Sewer Tap Fee: (555)</td>
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<td>Fee is $9,000 based on a single family with 1/kit. 1/Laundry. Use EQR table in 13.04.260 for additional water using fixtures.</td>
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<td>(Stoney Ridge, Mira Loma Exempt)</td>
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<td>Potable Irrigation Fee: (595)</td>
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<td>Per 3500sf irrigable space .6 EQR (Mira Loma or applicable)</td>
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<td>Irrigation Meter: (540)</td>
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<td>(Stoney Ridge Only)</td>
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<tr>
<td>Water Meter: (540)</td>
<td>$870.27</td>
<td>$</td>
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<tr>
<td>*Ballard &amp; South- $1,106.92 (meter, setter, s tube, prv, adaptor couplings, washers, &amp; mxu)</td>
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<tr>
<td>*Orchard &amp; North- $870.27 (meter, setter, washer &amp; mxu)</td>
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<tr>
<td>Water Meter Pit (908)</td>
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<td>1&quot; Meter Setter (Mira Loma) add $133.00</td>
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<td>Upper Pressure Zone (418)</td>
<td>$386.88</td>
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<td>($386.88 per EQR-Stoney Ridge, Mesa View, Eagle's View, Little Mesa, Sunrise) (Mira Loma $600 after Phase I)</td>
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<td>Park in Lieu (421)</td>
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<td>Park Impact Fee: (407)</td>
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<td>(Stoney Ridge and Stevens West Waived)</td>
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<td>Plumbing Permit: (412)</td>
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<td>Mechanical Permit: (413)</td>
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<td>Excavation Permit: (406)</td>
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<tr>
<td>Mfg. Home Insignia: (414)</td>
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<td>Water Rights: (511)</td>
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<tr>
<td>(Based on $952.81/EQR- Center Townhomes $150.00)</td>
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<tr>
<td>Landscape Deposit: (990)</td>
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<tr>
<td>(Lyon Landscape Deposit $250.00)</td>
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</table>

**Total:** $28,509.40

**Deposit Required:** $900.00

**Balance Due:** $28,509.40

---

**Construction Impact Fee: (412)**

- Camarillo*: $758.45
- Mira Loma*: $1,840.14
- Painted Pastures*: $1,206.86
- Spruce Meadows: $370.00

*6% annual adjustment *

Construction Impact Fee on Units approved after January 15, 2012

- Multi-Family Residential Unit (up to 800 sf): $389.42/unit
- Multi-Family Residential Unit (up to 1,000 sf): $507.75/unit
- Multi-Family Residential Unit (up to 1,200 sf): $551.67/unit
- Multi-Family Residential Unit (over 1,200 sf): $579.64/unit
- Duplex Unit (2-Family Residential Structure): $594.44/unit
- Single-Family Residential Unit (Any Size): $79.44/unit
- Commercial Unit (Price Per 1,000 Sq. Ft.): $579.64, Sq. Ft. 1 cc

---

**Cost Recovery Per EQR**

- **Town of Silt, Sewer:** (419) $335.63
- **Town of Silt, Street:** (420) $593.19

*Sunsets 2023*

- (1st St. Improvement, Spruce Meadows, & Mira Loma)

*Sunsets June 2023*

Bair Water Line (Pierport Mesa, LLC): $250.00

*Sunsets August 2025* (Mira Loma, Anything North of Harness Lane)

---

**Permit # Out of Town Tap - No Permit**

**Project Address:** 355 East Vista Dr.

**Prepared by:** Community Development Signature

---

**THIS IS AN ESTIMATED COST REPORT, AND IS NOT TO BE RELIED UPON**
Date: August 31, 2022
To: Mayor, Trustees and Administrator Layman
From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk
Re: Staff report for August 2022

Town Clerk duties:

- Misc in preparation for Heyday
- Attended staff meetings
- Processed special event license
- Attended Heyday meetings
- Misc research for various staff members and Attorneys
- Customer service
- Signed A/P and payroll checks
- Prepared and emailed various public notices to newspaper
- Prepared and sent out BOT packets, attended and followed up on meetings, transcribed minutes
- Index filing and purging of documents
- Worked Heyday
- Signed business licenses
- Ran errands: Bank, DMV
- Picked up food for work session
- Processed records requests
- Prepared directives list
- Processed liquor license renewals and delivered
- Attended Leadership meeting
- Worked on job description
- Swore in new officer
- Met with applicant re: Special Event permit
- Located graves for headstone placement
- Prepared resolution for property sale
- Ordered phones and assisted employee with setup
- Reviewed address list for November election for County
- Prepared cemetery deed
Municipal Court & Police Dept. duties:

- Sent in Warrantless Arrest Affidavits for officers
- Prepared subpoenas for trials
- Attended training on court conversion to Caselle
- Prepared for court, provided docket notes for prosecutor
- Attended court
- Sent Mitimus’s to jail
- Contacted Court Appointed Counsel
- Processed appearance bonds
- Processed plea deals approved by Judge
- Input municipal tickets and parking tickets along with payments
- Correspondences with Prosecuting Attorney & Judge regarding cases and plea deals
- Processed court files after court with Judges’ orders and entered bench warrants
- Filing

Did you know that in 1913 it was legal to mail children. With stamps attached to their clothing, children rode trains to their destinations, accompanied by letter carriers. One newspaper reported it cost fifty-three cents for parents to mail their daughter to her grandparents for a family visit. As news stories and photos popped up around the country, it didn’t take long to get a law on the books making it illegal to send children through the mail.
Date: August 31, 2022

To: Mayor and Board of Trustees

From: Amie Tucker, Treasurer

Tasks Completed in August

- Bulk Water
- Accounts Payable
- Accounts Receivable
- Purchasing
- Payments
- Customer service
- Payroll
- Retirement contributions (FPPA & CRA)
- Payroll tax payments (State & Federal)
- Petty Cash Reconciliation (General and Recreation)
- Reconcile Bank Statements
- Journal Entries
- Financial Statements
- Sales Tax
- Grant Management
- Monthly Disbursements
- Senior Programs Meeting
- Zoom meeting hosting for Board meetings
- Budget Calendar
- Starting on budget process
- Provided requested documentation for Audit. Preformed on August 10, 2022

Cost Containment awarded through the Department of Labor & Employment for Division of Workers Comp. Valid through October 2025. This certification gives the Town a 5% premium reduction on workers compensation insurance for the next three years.

Figs are actually inverted flowers that bloom internally — and like all flowers, they need to be pollinated. What makes the fig pollination process unique is that they need to be pollinated from the inside-out (rather than the outside-in, as with bees and regular flowers) — and that's where an insect called the fig wasp comes in. Female
wasps lay their larvae inside of male figs — we only eat female figs — and then die inside of the fig, relying on its female babies to burrow out of the male fig with its pollen and continue the cycle. Sometimes the wasps misfire, and end up shooting inside of female figs, which aren't built to accommodate the wasp's reproductive cycle, which is why they ultimately die there. Luckily, female figs have an enzyme called "ficin" that breaks down the wasp carcass, transforming it into protein. So while it's true that you're consuming wasp remains when you eat a fig, the wasp is practically unrecognizable, and incredibly small.
Memo

To: Jeff Layman, Town Administrator

From: Trey Fonner, Public Works Director

Cc: File

Date: September 1, 2022

Subject: Public Works Department Report

The following department report is a snapshot of some of the tasks and projects the Public Works staff has undertaken over the past several weeks.

- Remove tree from 5th and Home downed by wind
- Work on Flying Eagle Park Trail
- Finish framing garage door on old shop
- New meter, PRV at 621 Home
- Trim trees in Veterans Park
- Porta potty pads in Flying Eagle Park
- Pour slab for shelter at Silt River Preserve
- Grade for hydro seeding along new trail at Flying Eagle Park
- Set up and tear down for concert
- Set up and tear down for Hey Days
- Walk though at Painted Pastures
- 12” water main repair in Lyons subdivision
- New curb stop at 345 7th street
- Remove trees and grade around East Pond at Silt River Preserve
- Build picnic shelter at Silt River Preserve
- Put up temporary fence at Flying Eagle Park
- Work on water plant vehicle
- Start prepping trails for overlays
- Patch on Pheasant Cove
- Assist with Vault and electric for Highwater Farms

Water/Wastewater

- Continue working on small leaks around water plant equipment and drains
- Install new feed line to front wall CL17
- Install automatic cleaners on turbidity meters
- AC to air compressor and work room installed and operational
- River turbidity has been elevated for awhile so more testing is being done on Iron and Manganese
Flush Hydrants as needed for brown water complaints
Meter Reads, door hangers and shut offs
Daily, weekly and monthly labs
Run loads of sludge
Cleaning of clarifiers
New auger arrived for belt press, gathering other need things to retro fit it in
State reports filled out and filed as needed
Meter repairs throughout Town
Produced 12,419,656 gallons of water

Car Charging Station
- 7 Vehicles
- 31 Charging sessions
- $72.68 Collected for usage

Bulk Water Numbers
- 413,061 Gallons dispensed at coin operated system
- 211,463 Gallons dispensed at commercial station

Public Works Director
- Weekly staff meetings
- Vacation
- Safety meetings with crews
- Team strength building class
- SRF (State revolving fund) pre-qualification meeting
- Meetings with Dewberry on water plant
- Walk through at the Village at Painted Pastures
- Meeting on Ponds at River Preserve
- Budget meetings and preparation
- Meeting on electrical code
- Meet with Panoramic Mesa
- Urban leap walk through
- Meet with Frontier on 9th, will have full report at September 26th meeting
- Meeting with DOLA on grant application
- Meet with 353 East Vista on water taps
- Inspections for building department

For chicken chompers in Gainesville, Georgia, “finger-lickin’” is not a suggestion—it is mandatory. Thanks to a 1961 law added to the city code as a publicity stunt, it is illegal to eat fried chicken in “the poultry capital of the world” with anything other than your fingers.
## Adult Trap Data - Detail

**Start Date:** 08/30/2022  \hspace{1cm}  **End Date:** 09/02/2022

### Town of Silt

<table>
<thead>
<tr>
<th>Trap #</th>
<th>Date</th>
<th>Species</th>
<th>Count</th>
<th>Percent</th>
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<tr>
<td>SL-09</td>
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<td><em>Aedes vexans</em></td>
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### SL-10 CDC Light Trap

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<tr>
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<td><em>Culiseta inornata</em></td>
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<td>12.5%</td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>24</strong></td>
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### TOTAL

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<td><em>Anopheles</em></td>
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<td><em>Culex</em></td>
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<td>Other</td>
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TO: Jeff Layman, Town Administrator
FROM: Nicole Centeno, Community Development Manager
DATE: August 2022

Studies/Master Plans/Research
* Business Licensing Downtown
* Center Town Home Designations
* Panoramic Mesa- In Town Tap Options

Economic Development/Submittals
* SUP- All In Brewing
  (P&Z Approved, BOT Approved)
* Site Plan- All In Brewing Food Truck
  (P&Z Approved, BOT Approved)
* Annexation- 129 West Home Ave.
  (In Process, Waiting On Applicant)
* Rislende- (P&Z Approved, on Aug BOT Agenda)
* River Run Self Storage- (P&Z Not Approved)
* Minor Subdivision- Autumn Ridge
  (Subdivision Approved, Re-Zoning Not Approved)
* SUP- Mountain Marble
* SUP- Canyon Creek Custom Flooring

Building Department
* Zoning & Building Reviews
* Inspections - 71 in August
* Contractor Licensing- 13 New / 198 YTD
* BEST Tests- 10 New / 91 YTD
* Miscellaneous Permits – 7 New / 93 YTD
* Excavation Permits- 3 New / 35 YTD
* Single Family Permits – 9 New / 59 YTD
* Commercial Building Permit- 0 New / 2 YTD

Subdivisions
* Stoney Ridge 2
  (Waiting on Applicant Phasing Plan)
* Camario Phase 2
  (Pending Park Plan, Develop Agreement & Cost Estimate)

Administration
* Staff Meetings
* LED/Community Engagement/Communication
* Business Licenses- 121 YTD
* Customer Service (Calls, Emails, Walk-ins)
* Facility Rentals
* Office/File Organization
* P & Z Meetings and Minutes
* Website Management
* Social Media Management
* Staff Evaluation

Public Hearing/Resolutions
* Rislende

Recreation
* Micro-Fall Soccer
* Girls Basketball

Special Events
* Farmers’ Market
* Party At The Pavilion
Did you know all the ways you can receive information from the Town?

**Newsletter**- The Town released a weekly newsletter that has a variety of information, including events, recreation, road closures, community updates and so much more!! To register to receive the newsletter, please visit the Town website at [www.townofslt.org](http://www.townofslt.org)

**9th Street LED Sign**- The sign on 9th street at the round-a-bout is illuminated 24 hours a day with updates and Town happenings.

**Text My Gov**- The Town now receives reports and send alerts via text message!! To receive alerts, text “SILT” to 91896 . To find information and report issues text “Hi” to 970-876-6007

**Town Website**- The Town regularly updates our website with important information. Please visit our website and take a look around 😊

**Facebook**- The Town utilizes Facebook to communicate with the community. Please follow us @TownOfSlt

**Local Newspaper**- The Town adds events and happenings to the community page of our local newspapers

**Radio Station**- Town staff has utilized radio advertising for concerts and the Farmers’ Market this year

**Channel 10 Access Channel**- Events, Town happenings as well as Public Meetings are streamed and advertised on the local access channel.

After receiving feedback on how to best reach our community as a whole, the Town has incorporated additional communication methods, such as releasing information in Spanish and English, as well as flyers posted in and around the community!

Town staff appreciates feedback on how to continually expand our communication efforts!!
TOWN OF SILT
REGULAR PLANNING AND ZONING COMMISSION MEETING
AUGUST 2, 2022 – 6:30 P.M.
HYBRID MEETING

The Silt Planning and Zoning Commission held their regularly scheduled meeting on Tuesday, August 2, 2022. Chair Williams called the meeting to order at 6:34 p.m.

Roll call
Present
Chair Lindsey Williams
Vice-Chair Joelle Dorsey
Commissioner Eddie Aragon
Commissioner Robert Doty
Commissioner Kim Leitzinger
Commissioner Michael Bertaux
Commissioner Charlienna Chancey

Also present were Town Administrator Jeff Layman, Planner Mark Chain, Community Development Manager Centeno.

Pledge of Allegiance

Public Comments – There were no public comments.

Consent Agenda

1. Minutes of the July 5, 2022 Planning & Zoning Commission meeting.

Commissioner Dorsey made a motion to approve the consent agenda as presented. Commissioner Bertaux seconded the motion, and the motion carried unanimously.

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

All in Brewing – Special Use Permit – 401 Main Street

Planner Chain introduced this agenda item and presented his staff report. He noted that the application was for a small batch brewery and that the Town did not have jurisdiction over this type of liquor license (it resides with the state) and that the use was not specifically called out on the Town Code. Therefore, that is why it is being processed as a Special Use Permit. He did note that the applicant had received prior approval for a very similar application at 7th & Main but that lease did not work out.
Chain went through all the background and relevant criteria. He did note that the building was constructed in 1974 before the institution of zoning and subdivision regulations in the Town. He also noted that this part of Mainstreet was still more like a warehouse district to some degree. He thought there was plenty of parking for the proposed use and that if successful it could enliven that section of Main Street. He noted his recommendation and the proposed conditions of approval.

The applicant, Richard Lynch, addressed the Commission and answered relevant questions. Issues discussed were control of grease in the cooking process, improvements to façade, access to the back. Commissioner Doty thought that the location was acceptable and that it was hopefully a viable business location. After a short discussion, Commissioner Aragon made a motion to recommend that the Board approve the Special Use Permit with the noted conditions below. Second by Dorsey; the motion passed unanimously.

Proposed Conditions of Approval- All in Brewing small batch brewery:

1) That all statements made by the applicant both in the application and in any meetings before the Planning and Zoning Commission be considered conditions of approval, unless modified in any subsequent conditions.

2) That the applicant obtain all necessary liquor license requirements from the State of Colorado and provide evidence of these approvals to the Town Clerk.

3) That the applicant obtain a building permit for all improvements within the structure as well as for any improvements for an outside patio.

4) That the applicant notify the Town Department of Community Development on any proposed changes over time and/or expansion of activities within the building or anywhere else on the premises including areas for outside liquor consumption such as a patio.

5) That the Applicant/Owner coordinate with the Public Works Director as part of the building permit process and make appropriate arrangements to mitigate any potential wastewater issues related to spoiled brewing affluent and/or other items that could adversely impact the Town's wastewater treatment system

All in Brewing - Site Plan Review for a food truck to be located at outside patio

Planner Chain introduced this project. He noted that it was a companion application to the small batch brewery but this one focused on the food truck and the outside patio. With this particular application, the Planning Commission is the final decision-making body. Chain then gave the staff report. The application is to locate a food truck on the south side of the structure for the brewery. The seating area that will be fenced off and included in the liquor operations is approximately 30 feet by 32 feet. The proposed food truck will be located just to the west of the seating area. This particular food truck is a new purchase and the applicant later on discussed the possibility of having "guest" food trucks also visit the site on an occasional basis.
Chain then outlined and went over various items that he had reviewed such as truck appearance, location, access, sanitary operations, customer safety etc. He noted that if operated as proposed this would be a good addition to the downtown area.

The Commission asked some clarifying questions and discussed the operation with the applicant. Rich Lynch, the applicant noted that depending on how access to the rear continues he may install some more fencing in that area related to the patio area. He also indicated that he/employees would be making an effort to try to get customers to go into the front of the building, the MainStreet façade. There was also some questions regarding security. After a short discussion, Commissioner Leitzinger recommended approval of the application for operation of a permanent, long-term food truck at the brewery to be located at 401 Main St., noting that all representations are considered terms of approval including obtaining appropriate liquor licensing and any required miscellaneous permits required by the Town. Second by Bertaux, the motion passed unanimously.

**Temporary Storage Tent – four River Run/Camp Colorado**

Planner Chain introduce this project. He noted that the Planning Commission probably had not seen a similar request before. In summary, Planner Chain noted that there was a request from Ray Nielsen to locate a membrane storage tent approximately 40 feet by 40 feet. Application notes that this is needed because of disruptions in the supply chain – therefore, sometimes finish materials or appliances are coming in on a sporadic basis and sometimes they need to be stored instead of going immediately into the designated small, single-family home. Chain went through the details. It was also noted that the storage tent was located in a different area of the subject property – adjacent to the barn and old silo and on the other side of the RV Park and not directly adjacent to the small, single-family home construction area.

Mr. Nielsen was asking that the structure be permitted to remain up at least 18 months with the possibility of extending that timeframe. Chain noted that temporary structures were allowed but for only a 6-month time period. A Site Plan review was the quickest and most direct way to achieve this goal.

Ray Nielsen discussed the project. He noted that traffic would be minimal; with an occasional truck dropping off various finish materials and supplies. The floor would be gravel. When the tent would be removed at the end of its use, the gravel would be scooped away from the site, put on the street and the area reseeded.

Commission members than had a number of questions. There were questions about the snow load and Commissioner Dorsey had a question on when the tent would be ready to be up and installed. Commissioner Aragon has some questions about movement caused by the wind and Ray emphasized he did want this tent blowing away anywhere. There were then some questions regarding to snow load whether design was adequate.

Chair Williams emphasized that she wanted the screw anchors to meet minimum standards and Commissioner Aragon emphasized that they needed to make sure that it would not move. There was then some questions about security, relationship of access to the small, single-family home area as well as the KOA Campground. There's also question about signage. Commissioner Doty asked whether electric service would be extended to the temporary tent structure and Ray indicated that that would not be necessary as a night work was intended for the area.
There than some questions in general regarding the project including permitting. Manager Centeno stated that the Town’s contract building inspector had a correction list going for the structure.

After a little more discussion, Commissioner Bertaux made a motion to approve the 18-month temporary tent structure with the following conditions:

1. That the building inspector review the submittal.
2. That the applicant be cognizant of dust issues and make sure dust control was maintained.
3. That the structure would be good for a period of 18 months.

Commissioner Leitzinger wanted clarity on the time period. She thought it was best that the 18-month time frame start at the time of erection. Commissioner Bertaux accepted the amendment. Second by Commissioner Dorsey; the motion passed unanimously.

**Topics for August 8 work session with Board of Trustees**

Planner Chain noted that it was time for the quarterly work session with the Board and asked the Commission. He had suggested in his memo to the Commission that perhaps River Run in general would be a good item to discuss with the Board as the Board has some concerns with the enlarged Unit 18 which had eventually been approved by the Commission. After some discussion the following items were identified:

- Rislenede
- River Run
- Manufactured Homes/Land Use Code Issues

Commissioner Bertaux noted that he would like the Island area in Rislenede to remain in its current state and have the Town on that portion of the project. The Commission considered putting other items on the docket for the Board work session but Commissioner Dorsey suggested the keep the list brief so that items could be talked about in detail.

**Planners Report**

Planner chain gave updates on the status of the following projects:

- Stoney Ridge # 2
- Camario
- Autumn Ridge
- Manufactured Housing

He indicated that a 2nd meeting in the month of August was not necessary.

**Commissioner Comment**

There was brief discussion about the new path at Flying Eagle Soccer Field.

Manager Centeno noted that there would not be a Farmers’ Market this coming week. The commission asked Centeno about events and she told them that a Van Halen cover band was playing at the upcoming Party at the Pavilion, on August 12th.
Adjournment

Commissioner Bertaux made a motion to adjourn. Chair Williams seconded the motion and the meeting was adjourned at 8:05 PM.

Respectfully submitted,

[Signature]
Mark Chain
Planner

Approved by the Planning Commission

[Signature]
Lindsey Williams
Chair
Girls Basketball Sign Ups Open!

Silt Basketball
Girls Registration Now Open
Age: 2nd-5th Grade
Cost: $55 per player
Dates: October 10th - December 10th
Practice Dates, Times & Locations Will Depend On Gym Availability
Registration Forms can be Downloaded at www.siltohio.org
For More Information, Call Nicole at 879-1351 ext 100
Space is Limited, Registration Closes October 3rd!

Happy Labor Day, Silt!

Happy Labor Day weekend to the Town of Silt's employees, residents, merchants, vendors and partners. Workers in every field deserve respect, recognition and a day to relax! The world turns on your contributions! We hope that you have a great one!

Take a load off and enjoy one last summer hurrah!